



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
MAY 6, 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 Police Chief Anthony Vairo

APPROVAL OF AGENDA

PRESENTATIONS

- a) OLDER AMERICANS MONTH – MAY
Director of Recreation & Community Services Julian J. Venegas
- b) ARBOR DAY – May 21
Public Works Management Analyst Kenneth Jones
- c) PUBLIC WORKS WEEK – May 19-25
Public Works Management Analyst Kenneth Jones
- d) 50TH ANNIVERSARY OF MUNICIPAL CLERKS WEEK – May 5-11
Vice Mayor Sylvia Ballin

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – May 6 2019**Page 2 of 6

- e) MENTAL HEALTH AWARENESS MONTH - MAY
Vice Mayor Sylvia Ballin
- f) BAKER TO VEGAS CERTIFICATES OF RECOGNITION
Police Chief Anthony Vairo

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) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 19-051 approving the Warrant Register.

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING A JOINDER APPLICATION AND AGREEMENT WITH THE POLICE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA RETIREE MEDICAL TRUST TO PROVIDE RETIREE HEALTH SAVINGS PLAN ADMINISTRATION

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – May 6 2019**Page 3 of 6

Recommend that the City Council:

- a. Adopt Resolution No. 7914 approving a Joinder Application and Agreement with the Police Officers Research Association of California Retiree Medical Trust to provide Retiree Health Savings Plan Administration;
- b. Approve the implementation of the Retiree Health Savings Plan for all applicable employees; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

3) CONSIDERATION TO APPROVE AN ANIMAL CONTROL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL

Recommend that the City Council:

- a. Approve a new standardized animal control service contract agreement (Contract No. 1916) with the County of Los Angeles Department of Animal Care and Control; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

4) CONSIDERATION TO APPROVE A CONTRACT WITH JOHN ROBINSON CONSULTING INCORPORATED/KENNEDY JENKS CONSULTANTS FOR UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement with John Robinson Consulting Incorporated/Kennedy Jenks Consultants (Contract No. 1912) in the amount of \$469,891 for Upper Reservoir Replacement Engineering Design Services; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

5) CONSIDERATION TO APPROVE AN OPTION AGREEMENT FOR REAL PROPERTY LOCATED AT 13441 FOOTHILL BOULEVARD

Recommend that the City Council:

- a. Approve an Option Agreement for real property located at 13441 Foothill Boulevard (Contract No. 1917); and

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – May 6 2019**Page 4 of 6

- b. Authorize the City Manager to execute agreement and all related documents.

6) CONSIDERATION TO APPROVE AN AGREEMENT WITH FILMLA, INC. FOR FILM PERMIT COORDINATION, NOTIFICATION, AND MONITORING SERVICES

Recommend that the City Council:

- a. Approve a one-year agreement with FilmLA, Inc. to provide film permit coordination, notification, and monitoring services;
- b. Authorize the City Attorney to review and approve the FilmLA Inc. service level agreement;
- c. Upon City Attorney approval, authorize the City Manager to execute the FilmLA service level agreement (Contract No. 1914); and
- d. Upon successful completion of the one-year agreement, authorize the City Manager to extend the agreement for up to four additional years.

ADMINISTRATIVE REPORTS

7) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE CITY COUNCIL PROCEDURAL MANUAL AND ADOPT POLICIES PERTAINING TO CITY COUNCIL CONTACTS AND ATTORNEY SERVICES

Recommend that the City Council:

- a. Provide suggested changes to the Procedural Manual, and Administrative Policies pertaining to City Council Contacts and Attorney Services;
- b. Adopt Resolution No. 7916 amending the City Council Procedural Manual to reflect final changes made by the City Council; and
- c. Adopt Administrative Policies pertaining to City Council Contacts and Attorney Services.

8) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SAALEX SOLUTIONS, INC., FOR INFORMATION TECHNOLOGY MANAGEMENT SERVICES

Recommend that the City Council:

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – May 6 2019**Page 5 of 6

- a. Approve a five-year Professional Services Agreement with Saalex Solutions, Inc. (Contract No. 1915) to provide full service Information Technology Management Services for an amount not-to-exceed \$115,200 per year with a 2.5% annual escalator and up to 10% per year for additional work requested by the City; and
- b. Authorize the City Manager to prepare and execute the Agreement.

9) CONSIDERATION TO APPROVE RECEIPT OF THE SUSTAINABILITY PLANNING GRANT FROM SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR THE CITYWIDE PARKING MANAGEMENT MASTER PLAN

Recommend that the City Council:

- a. Adopt Resolution No. 7915 to approve receipt of grant funds or services from the Southern California Association of Governments for the Sustainability Planning Grant Projects for the Citywide Parking Management Master Plan; and
- b. Authorize the City Manager to execute all related documents.

10) OPEN STREETS EVENT STATUS UPDATE

Recommend that the City Council receive and file the Open Streets event status update.

11) OVERVIEW AND DISCUSSION REGARDING PENDING SENATE BILL 50 (WIENER) AFFECTING HOUSING DEVELOPMENT INCENTIVES IN THE STATE OF CALIFORNIA

Recommend that the City Council receive and file, and provide direction for future discussion or City Council action.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

ADJOURNMENT

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – May 6 2019**Page 6 of 6

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: May 2, 2019 (5:00 p.m.)

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

Regular Meeting

San Fernando City Council

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: May 6, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-051 (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 City Manager 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 City Manager 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. 19-051

ATTACHMENT "A"**RESOLUTION NO. 19-051****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-051****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 6th day of May, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of May, 2019, by the following vote to it:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
05/01/2019 9:42:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
214330	5/6/2019	893053 A THREAD AHEAD INC	1-226389		NAME PATCH 001-152-0000-4300	22.00	
					Total :	22.00	
214331	5/6/2019	891587 ABLE MAILING INC.	29788	11802	MAILING & FULFILLMENT SERVICES-AI 072-360-0000-4300	77.95	
			29789	11802	070-382-0000-4300	77.95	
					MARCH STORAGE FEE- WATER ENV 072-360-0000-4300	12.50	
					070-382-0000-4300	12.50	
					Total :	180.90	
214332	5/6/2019	893144 ACCOUNTING PRINCIPALS	10418590	11952	TEMPORARY BUDGET ANALYST-W/E 0 001-130-0000-4112	825.00	
			10435463	11952	TEMPORARY BUDGET ANALYST-W/E 0 001-130-0000-4112	1,155.00	
			10451163	11952	TEMPORARY BUDGET ANALYST-W/E 0 001-130-0000-4112	1,320.00	
					Total :	3,300.00	
214333	5/6/2019	100066 ADS ENVIRONMENTAL SERVICES,INC	22206.52-0319	11720	SEVEN (7) ADS D-SITE OVERFLOW MO 072-360-0000-4260	903.00	
			22291.22-0319	11718	WASTEWATER FLOW MONITORIN, SAM 072-360-0000-4260	1,668.10	
					Total :	2,571.10	
214334	5/6/2019	888356 ADVANCED AUTO REPAIR	1315	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0311-4400	853.53	
			1332	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0370-4400	2,298.00	
			1335	11838	VEHICLE MAINT., REPAIRS AND BODY ' 070-381-0000-4400	585.44	
			1342	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0311-4400	148.86	
			1345	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	383.80	
Page: 1							

Page: 1

vchlist		Voucher List				Page: 2	
05/01/2019 9:42:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
214334	5/6/2019	888356 ADVANCED AUTO REPAIR	(Continued) 1346	11838	VEHICLE MAINT., REPAIRS AND BODY ' 029-335-0000-4400	216.43	
			1347	11838	VEHICLE MAINT., REPAIRS AND BODY ' 041-320-0225-4400	948.14	
					Total :	5,434.20	
214335	5/6/2019	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0519		DRINKING WATER 001-222-0000-4300	101.82	
					Total :	101.82	
214336	5/6/2019	890006 AGUIRRE, PETER	TRAVEL		POST SBSLI CLASS 418 IN ORANGE 05 001-225-0000-4370	165.00	
					Total :	165.00	
214337	5/6/2019	892028 AHUMADA, ALEJANDRA	REIMB.		MILEAGE REIMB. 001-420-0000-4390	22.68	
					Total :	22.68	
214338	5/6/2019	889043 ALADIN JUMPERS	3607	11962	RENTAL OF TABLES, CHAIRS, BALLOO 001-424-0000-4260	1,156.00	
					Total :	1,156.00	
214339	5/6/2019	893100 ALBA, CYNTHIA	TRAVEL		PER DIEM-TECHNICAL TRAINING FOR 001-116-0000-4370	60.00	
					Total :	60.00	
214340	5/6/2019	100165 AMERICAN WATER WORKS, INC.	27501		VEHICLE MAINT-CE8007 041-320-0152-4400	195.17	
					Total :	195.17	
214341	5/6/2019	100222 ARROYO BUILDING MATERIALS, INC	223696	11936	MISC. HARDWARE PURCHASES 001-311-0000-4300	76.74	
			224020	11936	MISC. HARDWARE PURCHASES 001-311-0000-4300	200.20	
			225772	11936	MISC. HARDWARE PURCHASES 001-311-0000-4300	94.03	
			225773		MISC. HARDWARE PURCHASES		

Page: 2

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214341	5/6/2019	100222 ARROYO BUILDING MATERIALS, INC	(Continued)	11936	001-311-0000-4300	6.69
					Total :	377.66
214342	5/6/2019	102530 AT & T	818-270-2203		PD NETWORK LINE-APR 2019	216.50
					001-222-0000-4220	216.50
					Total :	216.50
214343	5/6/2019	889037 AT&T MOBILITY	287277903027X0408201		MODEM FOR ELECTRONIC MESSAGE	138.69
					001-310-0000-4220	138.69
					Total :	138.69
214344	5/6/2019	889942 ATHENS SERVICES	6370892	11839	STREET SWEEPING SERVICES-CPI INC	363.73
			6502379	11839	011-311-0000-4260	14,913.03
					STREET SWEEPING SERVICES-APR 20	15,276.76
					011-311-0000-4260	15,276.76
					Total :	15,276.76
214345	5/6/2019	891209 AUTONATION SSC	294499		TURN SIGNAL HARNESS	273.75
					041-1215	273.75
					Total :	273.75
214346	5/6/2019	889913 BALLIN, SYLVIA	REIMB.-1		WELLNESS BENEFIT REIMB. FY18/19	106.50
					001-101-0101-4140	28.21
					001-101-0101-4370	22.00
			REIMB.-2		PARKING FEE-WELL CONFERENCE	11.97
					001-101-0101-4380	168.68
					053-101-0101-4430	168.68
					Total :	168.68
214347	5/6/2019	892304 BARTEL ASSOCIATES, LLC	19-216	11942	CALPERS RETIREMENT PLANS-PENSI	1,700.00
					001-190-0000-4267	1,700.00
					Total :	1,700.00
214348	5/6/2019	891796 BATTERY SYSTEMS INC	4863233		DEPT SUPPLIES	84.46
					041-320-0000-4300	84.46
					Total :	84.46

Page: 3

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214349	5/6/2019	892426 BEARCOM	4806856	11807	COMPUTER MAINTENANCE CONTRAC	7,388.55
					001-135-0000-4260	7,388.55
					Total :	7,388.55
214350	5/6/2019	891301 BERNARDEZ, RENATE Z.	508		INTERPRETATION SERVICES-CC MTG	250.00
			510		001-101-0000-4270	250.00
			511		INTERPRETATION SERVICES-CC MTG	250.00
					001-101-0000-4270	250.00
					INTERPRETATION SERVICES-CC MTG	250.00
					001-101-0000-4270	750.00
					Total :	750.00
214351	5/6/2019	892013 BERNSTEIN, DIANA	APRIL 2019		INSTRUCTOR-ALL ABILITIES ART CLAS	200.00
					017-420-1343-4260	200.00
					Total :	200.00
214352	5/6/2019	889345 BSN SPORTS INC	905098272		SPORTS SUPPLIES	75.32
					001-423-0000-4300	208.32
					017-420-1334-4300	358.00
					017-420-1328-4300	641.64
					Total :	641.64
214353	5/6/2019	888800 BUSINESS CARD	031919		DINNER FOR CC & STAFF-CC MTG 03/1	71.50
			032019		001-101-0000-4300	28.47
			032019		SENIOR ACTIVITES SUPPLIES	32.69
			032219		004-2346	72.25
			032219		DINNER FOR CC & STAFF-CC MTG 03/1	288.75
			032219		001-101-0000-4300	395.00
			032219		ART CLASS SUPPLIES	395.00
			032219		017-420-1343-4300	395.00
			032219		SENIOR ART CLASS SUPPLIES	395.00
			032219		004-2382	395.00
			032219		CONFERENCE REGISTRATION-CCAC	395.00
			032219		001-115-0000-4370	395.00
			032219		CONFERENCE REGISTRATION-CCAC	395.00
			032219		001-115-0000-4370	395.00
			032219		SYMP & AWARD REGISTRATION	395.00

Page: 4

vchlist

05/01/2019 9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page:

5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214353	5/6/2019	888800 BUSINESS CARD	(Continued)			
					070-381-0000-4370	150.00
					001-310-0000-4370	90.00
			032519		SENIOR DANCE TICKET STOCK	
					004-2380	282.27
			032619		KEYBOARD REPLACEMENT	
					001-105-0000-4300	31.99
			032619		DOORKNOB BAGS	
					001-420-0000-4300	338.08
			032719		SENIOR CLUB DAY TRIP TRANSPORTA	
					004-2383	1,350.00
			032719		ANNUAL MEMBERSHIP DUES	
					001-105-0000-4380	185.00
			032819		CERTIFICATION COURSE	
					001-310-0000-4360	250.00
			040119		POSTS BOOSTS	
					001-105-0000-4270	18.90
			040319		DINNER FOR CC & STAFF-CC MTG 04/1	
					001-101-0000-4300	76.00
			040419		DINNER FOR CC & STAFF-CC MTG 04/1	
					001-101-0000-4300	38.77
			040419		LODGING-CCAC CONFERENCE	
					001-115-0000-4370	350.42
			040419		LODGING-CCAC CONFERENCE	
					001-115-0000-4370	350.42
			040819		SPORTS PROG & FACILITIES SUPPLIE	
					001-423-0000-4300	228.08
					017-420-1328-4300	52.34
					017-420-1334-4300	67.70
					017-420-1337-4300	85.10
			041119		ANNUAL SUBSCRIPTION	
					001-190-0000-4380	130.90
			041119		HITCH MOUNT VISE PLATE HOLDER	
					070-384-0000-4300	45.60
			041219		ERGONOMIC CHAIRS	
					001-222-0000-4300	657.00
			041219		CHAIR WARRANTY	

Page:

5

vchlist

05/01/2019 9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page:

6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214353	5/6/2019	888800 BUSINESS CARD	(Continued)			
					001-222-0000-4300	74.97
			041219		ANNUAL SUBSCRIPTION DUES	
					001-105-0000-4260	959.88
			041519		COFFEE MAKER & FILTER	
					001-105-0000-4300	29.54
			041519		SENIOR CLUB DAY TRIP	
					004-2383	320.00
			041719		USB PORT HUB CONVERTER	
					070-384-0000-4310	28.59
			041719		LUNCH FOR ICFA MTG 04/16/19	
					001-105-0000-4370	113.75
			041719		DINNER FOR CC & STAFF-CC MTG 04/1	
					001-101-0000-4300	39.77
			041719		DOMAIN RENEWAL - CI.SAN-FERNAND	
					001-135-0000-4260	60.00
			041919		PRINTER	
					001-133-0000-4320	109.88
			041919		PRINTER INK	
					001-133-0000-4320	60.26
			041919		DINNER FOR CC & STAFF- CC MTG 04/	
					001-101-0000-4300	78.00
					Total :	7,936.87
214354	5/6/2019	888800 BUSINESS CARD	032219		SUPPLIES	
					001-222-0000-4300	480.13
			032719		LODGING-SBSLI POST TRAINING IN OF	
					001-225-0000-4370	396.69
			032819		RGSTR-ARMORER COURSE IN PASADI	
					001-1230	550.00
			032919		FINANCE CHARGES	
					001-190-0000-4435	1.86
			042219		SUPPLIES	
					001-222-0000-4300	238.39
			042219		SERVICE RIBBON YARDAGE	
					001-222-0000-4300	1,030.00

Page:

6

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214354	5/6/2019	888800 888800 BUSINESS CARD	(Continued)			Total : 2,697.07
214355	5/6/2019	893049 CALDERA, LINDA	041419		FACE PAINTER 001-424-0000-4260	150.00 Total : 150.00
214356	5/6/2019	891964 CALIFORNIA CONSULTING, LLC	2890	11955	GRANT WRITING SERVICES 001-190-0000-4270	5,005.40 Total : 5,005.40
214357	5/6/2019	892464 CANON FINANCIAL SERVICES, INC	19993202	11827	CANON COPIERS LEASE PAYMENT-AP 001-135-0000-4260	649.93 Total : 649.93
214358	5/6/2019	892465 CANON SOLUTIONS AMERICA, INC.	4028842285 4028921457	11828 11828	COPIER MONTHLY RATES AND OVERA 001-135-0000-4260 COPIER MONTHLY RATES AND OVERA 001-135-0000-4260	1,372.07 1,062.72 Total : 2,434.79
214359	5/6/2019	103619 CARL WARREN & CO.	1855883 1872294		LEGAL SERVICES 006-190-0000-4800 LEGAL SERVICES 006-190-0000-4800	5,250.00 750.00 Total : 6,000.00
214360	5/6/2019	890117 CASMANN UPHOLSTERY SERVICES	17625		VEHICLE MAINT-PK3325 041-320-0390-4400	275.00 Total : 275.00
214361	5/6/2019	100646 CATALINA CHANNEL EXPRESS	G0113683		SENIOR CLUB DAY TRIP-CATALINA ISL 004-2383	3,089.00 Total : 3,089.00
214362	5/6/2019	892054 CHAVEZ, DANIEL R.	041319		FACE PAINTER 001-424-0000-4260	150.00 Total : 150.00

Page: 7

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214363	5/6/2019	101957 CITY OF LOS ANGELES	38SF190000009 38SF190000010 38SF190000011		FIRE SERVICES-MARCH 2019 001-500-0000-4260 FIRE SERVICES-APRIL 001-500-0000-4260 FIRE SERVICES-MAY 2019 001-500-0000-4260	206,115.35 206,115.35 206,115.35 Total : 618,346.05
214364	5/6/2019	103818 CITY OF LOS ANGELES	20199046017		INSPECTION AND CONTROL FEE 070-381-0000-4450	465.75 Total : 465.75
214365	5/6/2019	103029 CITY OF SAN FERNANDO	1650-1732		REIMB TO WORKER'S COMP ACCT 006-1038	26,580.41 Total : 26,580.41
214366	5/6/2019	890893 CITY OF SAN FERNANDO	NONPO		CIF DONATION-ED COMM SCHOLARSH 053-101-0103-4430	250.00 Total : 250.00
214367	5/6/2019	100715 CITY-WIDE FIRE PROTECTION CO.	77774 77775 77776		ANNUAL FIRE EQUIPMENT CERT TEST 043-390-0000-4260 ANNUAL FIRE EQUIPMENT CERT TEST 043-390-0000-4260 ANNUAL FIRE EQUIPMENT CERT TEST 043-390-0000-4260	724.00 505.96 1,167.96 Total : 2,397.92
214368	5/6/2019	100805 COOPER HARDWARE INC.	114985 115651 115683	11872 11872 11872	MISCELLANEOUS SUPPLIES 001-370-0301-4300 MISCELLANEOUS SUPPLIES 001-370-0301-4300 MISCELLANEOUS SUPPLIES 001-346-0000-4310	26.15 32.83 28.05 Total : 87.03
214369	5/6/2019	892812 COSTAR REALTY INFORMATION, INC	109132578-1		A DATABASE OF COMMERCIAL REALTY	

Page: 8

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 9
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214369	5/6/2019	892812 COSTAR REALTY INFORMATION, INC	(Continued)	11959	001-135-0000-4260	4,953.30
					Total :	4,953.30
214370	5/6/2019	103868 DAVID EVANS & ASSOCIATES, INC	440278	11728	DESIGN SERVICES FOR SRTS CYCLE : 012-311-0553-4600	1,221.00
					Total :	1,221.00
214371	5/6/2019	887121 DELL MARKETING L.P.	10302632293	11938	WATCH COMMANDER COMPUTER 001-222-0000-4300	1,012.96
					Total :	1,012.96
214372	5/6/2019	888951 DOMINGUEZ, WALTER	REIMB		REIMB OF K-9 FOOD 001-225-0000-4370	167.92
					Total :	167.92
214373	5/6/2019	892872 DOUMANIAN & ASSOCIATES	28785		LEGAL SERVICES 001-112-0000-4270	987.50
					Total :	987.50
214374	5/6/2019	887518 DURHAM, ALVIN	APRIL 2019 JAN 2019-2		COMMISSIONER'S STIPEND 001-150-0000-4111 COMMISSIONER'S STIPEND INCREASE 001-150-0000-4111	75.00 25.00
					Total :	100.00
214375	5/6/2019	101010 DUTHIE POWER SERVICES INC.	A62661 A62662	11921 11921	GENERATOR MAINT. & EMERGENCY R 043-390-0000-4260 GENERATOR MAINT. & EMERGENCY R 070-384-0000-4400	669.29 756.55
					Total :	1,425.84
214376	5/6/2019	892741 ELECTRIC GATE STORE, INC	152904		MAINT. SUPPLIES 043-390-0000-4330	128.44
					Total :	128.44
214377	5/6/2019	892845 EMRANI, YAZDAN T.	REIMB.		WELLNESS BENEFIT REIMB. FY18-19 001-310-0000-4140	227.45
						Page: 9

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 10
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214377	5/6/2019	892845 EMRANI, YAZDAN T.	(Continued)		070-381-0000-4140	113.73
					072-360-0000-4140	113.72
			REIMB.-2		LODGING-ASCE INFRASTRUCTURE SY 001-310-0000-4370	284.41
					Total :	739.31
214378	5/6/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0443470	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	75.00
			L0443649	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
			L0443651	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	174.00
			L0444021	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	373.00
			L0444022	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	174.00
			L0444023	11899	PROFESSIONAL SERVICES - LAB DRIN 070-384-0000-4260	159.60
					Total :	1,115.20
214379	5/6/2019	101114 EXCEL PAVING COMPANY	070-2692		DEPOSIT REFUND-CONST METER 070-2692	937.00
					Total :	937.00
214380	5/6/2019	893146 EXOVA PHARMA US LLC	40943441	11961	DRINKING WATER LAB ANALYSIS FOR 070-384-0000-4260	7,815.00
					Total :	7,815.00
214381	5/6/2019	890377 F & F SIGNS	262		GRAPHICS-PW4493 041-320-0311-4400 070-382-0000-4400	131.70 131.70
					Total :	263.40
214382	5/6/2019	890981 FAJARDO, JOEL	REIMB.		WELLNESS BENEFIT REIMB. FY18/19 001-101-0103-4140	273.37
					Total :	273.37
						Page: 10

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 13
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214393	5/6/2019	890594 890594 HEALTH AND HUMAN RESOURCE	(Continued)			Total : 243.10
214394	5/6/2019	888309 HI 2 LO VOLTAGE WIRING CO, INC	18725		MONITORING SERVICES-04/01/19-06/3' 001-222-0000-4260	75.00 Total : 75.00
214395	5/6/2019	892864 HOU, TIMOTHY	TRAVEL		PER DIEM-ANNUAL INTERNATIONAL CI 001-150-0000-4370	90.00 Total : 90.00
214396	5/6/2019	101599 IMAGE 2000 CORPORATION	281858		SHIPPING FEES 001-190-0000-4300	13.00 Total : 13.00
214397	5/6/2019	893150 INDUSTRIAL PLUMBING SUPPLY	77969		MAINT. SUPPLIES 043-390-0000-4300	95.97 Total : 95.97
214398	5/6/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2514		TELEPHONE EQUIPMENT MAINT-MAY*1 001-190-0000-4260	395.00 Total : 395.00
214399	5/6/2019	892682 IPS GROUP, INC.	41345	11862	SMART METER MGMT & TRANSACTION 001-190-0000-4300	775.48 Total : 775.48
214400	5/6/2019	891777 IRRIGATION EXPRESS	15142810-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	81.97
			15142810-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	81.97
			15144520-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 001-341-0301-4300	88.61
			15145271-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 001-341-0301-4300	244.79
			15145273-00	11879	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	145.07 Total : 642.41

Page: 13

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 14
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214401	5/6/2019	887952 J. Z. LAWMOWER SHOP	21534	11873	SMALL EQUIPMENT REPAIR AND MATE 043-390-0000-4300	138.82
			21536	11873	SMALL EQUIPMENT REPAIR AND MATE 001-346-0000-4320	60.00
			21538	11873	SMALL EQUIPMENT REPAIR AND MATE 043-390-0000-4300	102.79
			21539	11873	SMALL EQUIPMENT REPAIR AND MATE 001-346-0000-4320	108.00 Total : 409.61
214402	5/6/2019	102387 K.R. NIDA CORPORATION	2001721	11960	NEW 2-WAY RADIO INSTALLS FOR NEV 070-385-0000-4500	1,073.44
			2001722	11960	NEW 2-WAY RADIO INSTALLS FOR NEV 072-365-0000-4500	1,073.44 Total : 2,146.88
214403	5/6/2019	888498 KAREN WARNER & ASSOCIATES, INC	750	11933	REGIONAL HOUSING NEEDS ASSESSM 001-150-0000-4270	3,375.00 Total : 3,375.00
214404	5/6/2019	893042 KIDZ LOVE SOCCER	2019JAN-F395		SOCCER PROGRAM 017-420-1332-4260	567.00 Total : 567.00
214405	5/6/2019	891794 KIMBALL, NICK	TRAVEL		PER DIEM-2019 SCAG GENERAL ASSEI 001-105-0000-4370	35.00 Total : 35.00
214406	5/6/2019	101768 KIMBALL-MIDWEST	7047840		DEPT SUPPLIES 041-320-0000-4300	17.60 Total : 17.60
214407	5/6/2019	101795 KOSMONT & ASSOCIATES	18-0099-007	11893	REAL ESTATE ADVISORY SERVICES 001-150-0000-4270	1,922.70 Total : 1,922.70
214408	5/6/2019	892996 KS STATEBANK	10	11854	SMART METERS LOAN REPAYMENT 001-190-0000-4405	193.04

Page: 14

vchlist

05/01/2019 9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page:

15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214408	5/6/2019	892996 KS STATEBANK	(Continued)	11854	001-190-0000-4428	1,407.21
					Total :	1,600.25
214409	5/6/2019	101990 L.A. COUNTY METROPOLITAN	103648		TAP CARDS REFILL-MARCH 2019	1,052.00
					007-440-0441-4260	1,052.00
					Total :	1,052.00
214410	5/6/2019	102007 L.A. COUNTY SHERIFFS DEPT.	193284BL		INMATE MEAL PROGRAM-MAR 2019	861.18
					001-225-0000-4350	861.18
					Total :	861.18
214411	5/6/2019	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	
			494-750-1000		070-384-0000-4210	378.73
			500-750-1000		WATER-12900 DRONFIELD	21.05
			594-750-1000		070-384-0000-4210	175.45
			657-750-1000		ELECTRIC-13655 FOOTHILL	5,373.01
			694-750-1000		070-384-0000-4210	8,380.97
			757-750-1000		ELECTRIC-12900 DRONFIELD	6,169.97
					070-384-0000-4210	36.85
					Total :	20,536.03
214412	5/6/2019	101872 LEAGUE OF CALIFORNIA CITIES	349		LGBTQ CAUCUS MEMBERSHIP DUES	50.00
					001-101-0103-4380	50.00
					Total :	50.00
214413	5/6/2019	892659 LECHOWICZ & TSENG MUNICIPAL	4	11648	WATER AND SEWER UTILITY RATE STL	2,340.00
				11648	072-360-0000-4260	2,340.00
					070-381-0000-4260	4,680.00
					Total :	4,680.00

Page:

15

Page: 15

vchlist		Voucher List				Page: 16	
05/01/2019 9:42:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
214414	5/6/2019	893063 LEON, MIGUEL	REIMB.		REIMB OF SUPPLIES FOR SR CLUB DA 004-2380	76.85	
					Total :	76.85	
214415	5/6/2019	889421 LOPEZ, ANTONIO G	REIMB.		PARKING FEE-LMU 2019 FORECAST 001-101-0109-4380	20.00	
					Total :	20.00	
214416	5/6/2019	101974 LOS ANGELES COUNTY	MAR 2019	11816	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	6,866.99	
					Total :	6,866.99	
214417	5/6/2019	102003 LOS ANGELES COUNTY	RE-PW-19040804652	11833	FY 18-19 INDUSTRIAL WASTE CHARGE 072-360-0000-4450	2,088.71	
			RE-PW-19040804753	11950	STUDY RE: PEDESTRAIN FENCING AT 001-310-0000-4270	1,811.08	
					Total :	3,899.79	
214418	5/6/2019	892477 LOWES	1191		MAINT. SUPPLIES 043-390-0000-4300	88.89	
			1603		MAINT. SUPPLIES 043-390-0000-4300	19.29	
			1626		MATL'S FOR SHELF ORGANIZERS 070-383-0000-4340	327.85	
			2500		SUPPLIES FOR WATER 4 070-383-0000-4310	217.84	
					Total :	653.87	
214419	5/6/2019	102051 M & M LANDSCAPE	7111	11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00	
			7112	11863	M&M LANDSCAPING & PEST CONTROL 070-384-0000-4260	1,600.00	
					Total :	3,200.00	
214420	5/6/2019	102063 MACKAY METERS, INC.	1053226	11922	PARKING METER PARTS & EQUIPMEN 029-335-0000-4300	616.30	
					Total :	616.30	

Page: 16

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 17
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214421	5/6/2019	893163 MARTIN, DAVID	73008638		PARKING CITATION REFUND 001-3430-0000	170.00
					Total :	170.00
214422	5/6/2019	888311 MAUREEN KANE & ASSOCIATES, INC	REGISTRATION		RGSTR-TECHNICAL TRAINING FOR CL 001-116-0000-4370	1,550.00
					Total :	1,550.00
214423	5/6/2019	888254 MCCALLA COMPANY	243067		GLOVES 001-222-0000-4300	635.80
					Total :	635.80
214424	5/6/2019	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	33.06
					Total :	33.06
214425	5/6/2019	891054 MEJIA, YVONNE G	APRIL 2019 JAN 2019-2		COMMISSIONER'S STIPEND 001-150-0000-4111 COMMISSIONER'S STIPEND INCREASE 001-150-0000-4111	75.00 25.00
					Total :	100.00
214426	5/6/2019	102201 MIERZYNSKI, IRMGARD	MAR-APR		LINE DANCE INSTRUCTOR 017-420-1339-4260	133.00
					Total :	133.00
214427	5/6/2019	102226 MISSION LINEN SUPPLY	509600774		LAUNDRY 001-225-0000-4350	98.05
			509628748		LAUNDRY 001-225-0000-4350	103.40
			509648089		LAUNDRY 001-225-0000-4350	131.37
			509676498		LAUNDRY 001-225-0000-4350	103.40
			509695265		LAUNDRY 001-225-0000-4350	98.48
			509715046		LAUNDRY	
						Page: 17

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 18
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214427	5/6/2019	102226 MISSION LINEN SUPPLY	(Continued)		001-225-0000-4350	110.00
					Total :	644.70
214428	5/6/2019	892731 MONTES, AIDA	APRIL 2019		COMMISSIONER'S STIPEND 001-150-0000-4111	75.00
					Total :	75.00
214429	5/6/2019	893162 MORENO, JOVANY CRUZ	71007650		PARKING CITATION REFUND 001-3430-0000	110.00
			72011819		PARKING CITATION PAYMENT 001-3430-0000	-100.00
			73007723		PARKING CITATION PAYMENT 001-3430-0000	-110.00
			74008320		PARKING CITATION REFUND 001-3430-0000	110.00
			74008321		PARKING CITATION REFUND 001-3430-0000	120.00
			74008322		PARKING CITATION REFUND 001-3430-0000	96.00
					Total :	226.00
214430	5/6/2019	891542 MR "B" PRINTING INC.	39472	11951	RCS DEPARTMENT MARKETING MATEI 001-423-0000-4260	120.17
			39493	11951	RCS DEPARTMENT MARKETING MATEI 001-423-0000-4260	120.17
			39501	11951	RCS DEPARTMENT MARKETING MATEI 001-422-0000-4260	174.80
			39711	11951	RCS DEPARTMENT MARKETING MATEI 001-420-0000-4260	1,292.10
					Total :	1,707.24
214431	5/6/2019	102287 MUNICIPAL CODE CORPORATION	326167		ANNUAL WEB HOSTING 04/01/19-03/31. 001-115-0000-4260	900.00
					Total :	900.00
214432	5/6/2019	102303 NACHO'S ORNAMENTAL SUPPLY	INV210764		SIGN MATL'S-1431 TRUMAN	
						Page: 18

vchlist

05/01/2019 9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214432	5/6/2019	102303 NACHO'S ORNAMENTAL SUPPLY	(Continued)			
			INV212469		001-370-0301-4300 MATL'S FOR REPAIRS	13.20
			INV212557		043-390-0000-4330 MATL'S FOR REPAIRS	35.20
					043-390-0000-4330	61.92
					Total :	110.32
214433	5/6/2019	892916 NADA BUS INC	49115		SENIOR CLUB DAY TRIP-RAMONA PAG	
					007-440-0443-4260	612.00
					004-2383	678.00
					Total :	1,290.00
214434	5/6/2019	102325 NAPA AUTO PARTS	5478-989241		VEHICLE MAINT-PD4287	
			5478-989620		041-320-0225-4400 VEHICLE MAINT-PK5659	3.62
			5478-9898044		041-320-0390-4400 VEHICLE MAINT - PK7336	87.99
			5478-989914		041-320-0390-4400 VEHICLE MAINT-PK5659	4.94
			5478-989976		041-320-0390-4400 VEHICLE MAINT-PW5213	15.36
			5478-990109		041-320-0311-4400 VEHICLE MAINT-PK3325	226.73
			5478-990537		041-320-0390-4400 VEHICLE MAINT-PK8230	17.04
					041-320-0390-4400	53.54
					Total :	409.22
214435	5/6/2019	102403 NOW IMAGE PRINTING	2019019		NO PARKING SIGNS-FACILITIES & PAR	
			2019020		043-390-0000-4300 WATER DEPOSITS	275.00
			2019029		070-382-0000-4300 072-360-0000-4300	96.25
					WATER ENVELOPES	96.25
					070-382-0000-4300	756.80
					072-360-0000-4300	756.80

Page: 19

Page: 19

vchlist

05/01/2019 9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214435	5/6/2019	102403 102403 NOW IMAGE PRINTING	(Continued)			Total : 1,981.10
214436	5/6/2019	102423 OCCU-MED, INC.	0419901		PRE-EMPLOYMENT PHYSICALS	
					001-133-0000-4270	1,649.00
						Total : 1,649.00
214437	5/6/2019	893151 OCCUPATIONAL HEALTH CENTERS	63957392		DOT PHYSICAL	
					001-133-0000-4270	103.00
						Total : 103.00
214438	5/6/2019	893152 OCHOA, POMPOSA ROSA	02252019		DAMAGE CLAIM REIMBURSEMENT	
					006-190-0000-4800	515.28
						Total : 515.28
214439	5/6/2019	102432 OFFICE DEPOT	2290450082		OFFICE SUPPLIES	
			2290719650		001-222-0000-4300	7.15
			2292211172		OFFICE SUPPLIES	15.32
			267302228001		001-222-0000-4300	27.78
			287168166001		OFFICE SUPPLIES	340.77
			293858247001		001-222-0000-4300	20.01
			295427798001		OFFICE SUPPLIES	244.35
			295882837001		001-101-0000-4300	54.89
			300256753001		001-105-0000-4300	3.33
			300322142001		OFFICE SUPPLIES	122.91
			300323618001		001-222-0000-4300	59.39
					OFFICE SUPPLIES	69.66
					001-222-0000-4300	116.59

Page: 20

Page: 20

vchlist
05/01/2019 9:42:46AM

Voucher List
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214439	5/6/2019	102432 OFFICE DEPOT	(Continued) 300323619001		OFFICE SUPPLIES 001-222-0000-4300	49.24
			301349715001		OFFICE SUPPLIES 001-222-0000-4300	153.24
					Total :	1,284.63
214440	5/6/2019	892572 OLIVAREZ MADRUGA	6814		LEGAL SERVICES 001-110-0000-4270	25,141.69
					072-360-0000-4270	41.67
					Total :	25,183.36
214441	5/6/2019	890095 O'REILLY AUTOMOTIVE STORES INC	4605-326612		VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-327488	11847	041-320-0390-4400	29.52
			4605-327489	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-327490	11847	041-320-0390-4400	7.87
			4605-327542	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-328108	11847	041-320-0311-4400	219.99
			4605-328232	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
			4605-328774	11847	041-320-0390-4400	10.99
			5605-326408	11847	VEHICLE SERVICE MAINT. & REPAIR P/	
				11847	041-320-0390-4400	53.88
					041-320-0311-4400	105.58
					VEHICLE SERVICE MAINT. & REPAIR P/	
					041-1215	95.67
					VEHICLE SERVICE MAINT. & REPAIR P/	
					072-360-0000-4400	472.98
					VEHICLE SERVICE MAINT. & REPAIR P/	
					041-320-0311-4400	43.99
					Total :	1,040.47
214442	5/6/2019	893074 ORTIZ, ERNESTO	102		MMAP VIDEO/PHOTO EDITING	
					001-424-0000-4430	315.00
					Total :	315.00
214443	5/6/2019	892095 OSCAR SIGNS	031519		BROCHURES-RESERVE OFFICER REC	

Page: 21

vchlist
05/01/2019 9:42:46AM

Voucher List
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214443	5/6/2019	892095 OSCAR SIGNS	(Continued)		001-226-0000-4360	275.00
					Total :	275.00
214444	5/6/2019	893161 OSHIRO, ALLEN	041819		SENIOR EXPO ENTERTAINMENT	
					001-422-0000-4260	200.00
					Total :	200.00
214445	5/6/2019	893116 PACHECO, HECTOR	APRIL 2019		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	75.00
214446	5/6/2019	893110 PACHECO, HECTOR A.	REIMB.-1		TRANSPORTATION REIMB-SXSW CONI	
					001-101-0102-4370	91.53
			REIMB.-2		TRANSPORTATION REIMB-SXSW CONI	
					001-101-0102-4370	60.05
			TRAVEL		2019 SCAG GENERAL ASSEMBLY ON	
					001-101-0102-4370	55.00
					Total :	206.58
214447	5/6/2019	892360 PARKING COMPANY OF AMERICA	INVM0013693	11834	MAR-DIALA RIDE AND TROLLEY SERVI	
					007-440-0442-4260	45,967.12
					Total :	45,967.12
214448	5/6/2019	889545 PEREZ, MARIBEL	REIMB.		MILEAGE REIMB-VARIOUS MEETINGS	
					001-420-0000-4390	91.76
					Total :	91.76
214449	5/6/2019	887366 PIONEER MANUFACTURING COMPANY	INV715768		FIELD PAINT & CLEANING SOLUTION	
					017-420-1334-4300	530.70
					Total :	530.70
214450	5/6/2019	891379 PROTECT YOUTH SPORTS	681589		BACKGROUND CHECKS	
					017-420-1337-4260	41.90
					017-420-1328-4260	20.95
					Total :	62.85
214451	5/6/2019	890004 PTS	2016806		PD PAYPHONE-MAY 2019	

Page: 22

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 23
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214451	5/6/2019	890004 PTS	(Continued)		001-190-0000-4220	62.64
					Total :	62.64
214452	5/6/2019	893159 PULIDO, ERNESTO	INV0001		VIDEOGRAPHER OF MMAP DOCUMEN 004-2359	440.00
					Total :	440.00
214453	5/6/2019	102738 QUINTERO ESCAMILLA, VIOLETA	APRIL 2019		SENIOR MUSIC INSTRUCTOR 017-420-1323-4260	240.00
			MARCH 2019		SENIOR MUSIC INSTRUCTOR 017-420-1323-4260	240.00
					Total :	480.00
214454	5/6/2019	887603 R. F. ERECTION COMPANY	19-289		BI-ANNUAL MAINT SERVICE-WHEELCH 043-390-0000-4260	450.00
					Total :	450.00
214455	5/6/2019	102782 RAMIREZ, JOSE A.	052119		MUSIC-SENIOR CLUB FATHER'S DAY D 004-2380	1,150.00
					Total :	1,150.00
214456	5/6/2019	889602 RESPOND SYSTEMS	104321		SUPPLIES FOR MAINT CREW 001-341-0000-4340	218.90
			381586		FIRST AID KIT REFILL 001-310-0000-4300	372.79
					Total :	591.69
214457	5/6/2019	892489 RIOS, CHRIS	REIMB.		FUEL FOR CITY VEHICLE-2019 ANNUAI 041-320-0224-4402	86.00
					Total :	86.00
214458	5/6/2019	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-774534	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	205.31
			8901-774584	11848	ELECTRICAL SUPPLIES 001-370-0301-4300	377.78
					Total :	583.09
						Page: 23

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 24
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214459	5/6/2019	893156 RUIZ CARRILLO, MARIA DE LA PAZ	APRIL 2019		SENIOR CLUB DANCE CLEAN UP ON 0 004-2380	182.00
					Total :	182.00
214460	5/6/2019	102950 RYDELL AUTOMOTIVE GROUP	337962		VEHICLE MAINT-PD2293 041-320-0224-4400	216.92
					Total :	216.92
214461	5/6/2019	892856 SALAS, JUAN	REIMB.		SENIOR DANCE RAFFLE PRIZES 004-2380	115.00
					Total :	115.00
214462	5/6/2019	103038 SAN FERNANDO FLORIST	020219		FUNERAL FLOWERS-MMAP INSTRUCT 004-2359	194.99
					Total :	194.99
214463	5/6/2019	103051 SAN FERNANDO POLICE	FY18/19		CIF- 2019 NATIONAL NIGHT OUT EVEN 053-101-0111-4430	500.00
					Total :	500.00
214464	5/6/2019	891253 SAN FERNANDO SMOG TEST ONLY	1862		SMOG TEST-DONATED TRUCK 041-320-0000-4450	60.00
			1870		SMOG TEST-DONATED TRUCK 041-320-0000-4450	60.00
					Total :	120.00
214465	5/6/2019	103057 SAN FERNANDO VALLEY SUN	10499		LEGAL PUBLICATION-SF REGIONAL PA 010-310-0763-4600	118.75
					010-310-0764-4600	59.38
					070-385-0763-4600	59.37
			10500		LEGAL PUBLICATION-INFILTRATION PF 010-310-0763-4600	677.94
					010-310-0764-4600	338.97
					070-385-0763-4600	338.97
					Total :	1,593.38
214466	5/6/2019	102967 SCOTT FAZEKAS & ASSOCIATES INC	20616		PLAN CHECK CONSULTANT 001-2698	846.35
						Page: 24

rchlist

05/01/2019

9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page:

25

Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214466	5/6/2019	102967	102967 SCOTT FAZEKAS & ASSOCIATES INC	(Continued)		Total : 846.35
214467	5/6/2019	887570	SIMPLOT PARTNERS	205058272	MAINT. SUPPLIES 043-390-0000-4300	438.00 Total : 438.00
214468	5/6/2019	893158	SINISGALLI, VALEN AUGUSTO	03/01/19-05/03/19	INSTRUCTOR-BAL. STRENGTH & HEAL 017-420-1337-4260	250.00 Total : 250.00
214469	5/6/2019	103184	SMART & FINAL	24772	SENIOR CLUB SUPPLIES 004-2380	75.61
				31535	ICE-SENIOR CLUB DANCE 004-2380	26.33
				40176	BREAKROOM SUPPLIES 001-222-0000-4300	38.94
				40950	SUPPLIES-SENIOR CLUB 004-2380	41.90
				41263	ENP SUPPLIES 004-2346	28.75
				45672	BREAK ROOM SUPPLIES 001-222-0000-4300	38.94
				50015	SUPPLIES FOR VARIOUS MEETINGS 001-310-0000-4300	81.78
				53263	SUPPLIES FOR EVENT ON 04/20/19 001-310-0000-4300	60.39
				54144	SUPPLIES-SENIOR CLUB DANCE 004-2380	251.79
				54256	SUPPLIES FOR SPRING JAMBOREE BF 001-424-0000-4300	433.07
				58135	SUPPLIES FOR EVENT ON 04/06/19 001-310-0000-4300	55.92
				59223	FOOD-SENIOR CLUB MONTHLY MTG 004-2380	183.60
				59539	ENP SUPPLIES 004-2346	74.39

Page:

25

vchlist

05/01/2019 9:42:46AM

Voucher List

CITY OF SAN FERNANDO

Page: 26

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214469	5/6/2019	103184 103184 SMART & FINAL	(Continued)		Total :	1,391.41
214470	5/6/2019	890553 SMART SOURCE OF CALIFORNIA LLC	1480760		BLUE WATER BILL STOCK	
					070-382-0000-4300	1,078.23
					072-360-0000-4300	1,078.23
					Total :	2,156.46
214471	5/6/2019	892199 SMARTPHONE METER READING, LLC	SPMR1871		ONE MONTH LICENSE & SUPPORT-EX'	
					070-382-0000-4320	167.00
					Total :	167.00
214472	5/6/2019	103218 SOLIS, MARGARITA	46-54		PETTY CASH REIMB	
					001-105-0000-4370	60.00
					001-130-0000-4390	33.06
					001-133-0000-4390	101.55
					001-152-0000-4300	19.70
					043-390-0000-4300	8.32
					070-381-0000-4300	33.90
					Total :	256.53
214473	5/6/2019	892367 SOLIS, MARGARITA	58-60		L P SENIOR PETTY CASH REIMB.	
					004-2380	73.84
					Total :	73.84
214474	5/6/2019	892010 SOTO, JAIME	2000400.001		REFUND-MEN'S WOODEN BAT SOFTB/	
					017-3770-1334	350.00
					Total :	350.00
214475	5/6/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					043-390-0000-4210	4,345.10
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	31.37
					029-335-0000-4210	1,429.58
					043-390-0000-4210	15,111.15
					070-384-0000-4210	16,238.42
			2-33-746-5215		ELECTRIC-190 PARK	
					027-344-0000-4210	542.38
			2-39-084-2581		ELECTRIC-1117 2ND	

Page: 26

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 29
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214484	5/6/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			63255		043-390-0000-4300 DEPT SUPPLIES	333.38
			6583847		001-420-0000-4300 MAINT SUPPLIES	194.51
			7034209		070-383-0000-4310 MAINT SUPPLIES	22.92
			7970942		001-341-0000-4340 TRASH BAGS	31.90
			8033929		001-341-0000-4300 CURB PAINT	1,229.36
			9060044		001-341-0000-4340 SIGN MATL'S-1431 TRUMAN	120.40
					001-370-0301-4300	20.85
					Total :	3,318.06
214485	5/6/2019	890817 THE WALKING MAN, INC.	E9513		PROGRAM DISTRIBUTORS	
					001-420-0000-4260	850.00
					Total :	850.00
214486	5/6/2019	890833 THOMSON REUTERS	840021485		DET INVESTIGATION TOOLS-MAR 2019	
					001-135-0000-4260	192.12
					Total :	192.12
214487	5/6/2019	103903 TIME WARNER CABLE	10369041019		CABLE-PD (04/18-05/17)	
			196309041319		001-222-0000-4260 INTERNET SERVICES-04/23-05/22	234.80
			28882040519		001-190-0000-4220 CABLE-LP PARK (04/13-05/12)	1,299.00
					001-420-0000-4260	205.21
					Total :	1,739.01
214488	5/6/2019	103413 TRANS UNION LLC	3905632		CREDIT CHECKS	
					001-222-0000-4260	70.00
					Total :	70.00
214489	5/6/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (11288217		REIMB. OF POSTAGE MACHINE	

Page: 29

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 30
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214489	5/6/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE ((Continued)			
					001-190-0000-4280	1,500.00
					Total :	1,500.00
214490	5/6/2019	103463 U.S. POSTMASTER	APRIL 2019		POSTAGE-APRIL WATER BILLS	
					072-360-0000-4300	531.98
					070-382-0000-4300	531.98
					Total :	1,063.96
214491	5/6/2019	887939 ULINE SHIPPING SUPPLIES	107467664		SUPPLIES	
					004-2346	60.86
					004-2380	312.16
					001-422-0000-4300	979.17
					Total :	1,352.19
214492	5/6/2019	888241 UNITED SITE SERVICES OF CA INC	114-8263207	11896	PORTABLE TOILET RENTAL AT CITY FA	
			114-8279288	11896	043-390-0000-4260 PORTABLE TOILET RENTAL AT CITY FA	738.92
			114-8295362	11896	043-390-0000-4260 PORTABLE TOILET RENTAL AT CITY FA	509.93
			114-8317868	11896	070-384-0000-4260 PORTABLE TOILET RENTAL AT CITY FA	170.17
				11896	043-390-0000-4260	191.30
					Total :	1,610.32
214493	5/6/2019	103439 UPS	831954149		COURIER SERVICES	
					001-190-0000-4280	245.87
					Total :	245.87
214494	5/6/2019	103534 VALLEY LOCKSMITH	6026	11865	LOCKSMITH SERVICES FOR ALL FACIL	
			6041	11865	043-390-0000-4330 LOCKSMITH SERVICES FOR ALL FACIL	603.25
					043-390-0000-4330	455.87
					Total :	1,059.12
214495	5/6/2019	892794 VENEGAS, JULIAN	REIMB.		WELLNESS BENEFIT REIMB. FY18-19	
					001-420-0000-4140	600.00

Page: 30

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 31
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214495	5/6/2019	892794 892794 VENEGAS, JULIAN	(Continued)			Total : 600.00
214496	5/6/2019	103574 VERDIN, FRANCISCO JAVIER	JAN-MAR 2019		FOLK DANCE INSTRUCTOR 017-420-1362-4260	882.00 Total : 882.00
214497	5/6/2019	889644 VERIZON BUSINESS	8098067		CITY HALL LONG DISTANCE 001-190-0000-4220	50.07
			8098068		CITY YARD LONG DISTANCE 070-384-0000-4220	15.02
			8098069		CITY HALL LONG DISTANCE & INTRAL 001-190-0000-4220	25.07
			8098070		POLICE LONG DISTANCE 001-222-0000-4220	114.63
			8098071		CITY YARD LONG DISTANCE 070-384-0000-4220	10.00
			8098072		PARK LONG DISTANCE 001-420-0000-4220	15.28
			8098609		ENGINEERING LONG DISTANCE 001-310-0000-4220	5.00
			8098620		CITY HALL LINES 001-190-0000-4220	55.69 Total : 290.76
214498	5/6/2019	892081 VERIZON BUSINESS SERVICES	71097942		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,042.22 Total : 1,042.22
214499	5/6/2019	889627 VERIZON CONFERENCING	Z6590362		CONF CALLS-FEB & MARCH 001-190-0000-4220	2.14 Total : 2.14
214500	5/6/2019	100101 VERIZON WIRELESS-LA	9827829896		VARIOUS CELL PHONE PLANS 072-360-0000-4220 001-101-0111-4220 001-101-0103-4220 001-105-0000-4220	60.98 60.98 53.99 55.70
						Page: 31

vchlist 05/01/2019 9:42:46AM		Voucher List CITY OF SAN FERNANDO				Page: 32
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214500	5/6/2019	100101 VERIZON WIRELESS-LA	(Continued)		001-101-0102-4220	53.99 Total : 285.64
214501	5/6/2019	893157 VILLANEDA, YVETTE	2000399.001		FACILITY RENTAL REFUND 001-3777-0000	250.00 Total : 250.00
214502	5/6/2019	888390 WEST COAST ARBORISTS, INC.	145955		HAZARDOUS TREE REMOVAL-SF MISS 001-2219	948.00
			145973	11836	ANNUAL TREE TRIMMING SERVICES 011-311-0000-4260	2,783.00
			146461	11836	ANNUAL TREE TRIMMING SERVICES 011-311-0000-4260	639.00 Total : 4,370.00
214503	5/6/2019	889138 WIEDER, CAROL	031819		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
			040219		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00
			041519		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	250.00 Total : 750.00
214504	5/6/2019	891531 WILLDAN ENGINEERING	00329065	11900	NPDES COMPLIANCE & LA EWMG 001-310-0000-4270	1,009.00
			003-29265	11812	GENERAL ENGINEERING SERVICES 001-310-0000-4270	2,665.00 Total : 3,674.00
214505	5/6/2019	892231 WIN-911 SOFTWARE	125XT289-2019616		SCADA ANNUAL MAINT & SUPPORT RE 070-384-0000-4260	495.00 Total : 495.00
214506	5/6/2019	892023 WINDSTREAM	71236010		PHONE SERVICES-04/18/19-05/17/19 001-222-0000-4220 001-420-0000-4220	659.07 956.68
						Page: 32

vchlist

Voucher List

Page: 33

05/01/2019 9:42:46AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214506	5/6/2019	892023 WINDSTREAM	(Continued)			
					070-384-0000-4220	522.73
					001-190-0000-4220	1,704.28
					Total :	3,842.76
177	Vouchers for bank code :	bank3			Bank total :	1,011,568.25
177	Vouchers in this report				Total vouchers :	1,011,568.25

Voucher Registers are not final until approved by Council.

Page: 33

SPECIAL CHECK

vchlist

Voucher List

Page: 1

04/12/2019

2:04:05PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214229	4/11/2019	893115 P.E.R.S.	1001299549		EMPLOYER CONTRIB VARIANCE-PE 03	
					018-224-0000-4124	359.78
					018-390-0000-4124	27.08
					018-320-0000-4124	27.07
					001-1160	2,058.72
					Total :	2,472.65
1 Vouchers for bank code : bank3						Bank total : 2,472.65
1 Vouchers in this report						Total vouchers : 2,472.65

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

vchlist

04/19/2019 1:32:23PM

**Voucher List
CITY OF SAN FERNANDO**

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214233	4/19/2019	893107 SIEMENS MOBILITY INC	5610152513		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	10,987.44
			5620010989		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	641.25
			5620012167		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	155.00
			5620012168		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	77.50
			5620012169		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	77.50
			5620013268		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	2,541.99
			5620021489		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	1,580.95
			5620022447		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	1,509.90
			5620022554		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	232.50
			5620023016		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	1,738.70
			5620023101		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	1,425.95
			5620023106		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	319.06
			5620023202		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	1,667.50
			5620023206		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	4,101.52
			5620023430		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	1,014.85
			5620023455		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0564-4300	7,467.51
			5620023613		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	649.25
			5620023952		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	155.00

Page: 1

vchlist

04/19/2019 1:32:23PM

**Voucher List
CITY OF SAN FERNANDO**

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214233	4/19/2019	893107 SIEMENS MOBILITY INC	(Continued)			
			5620023975		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	477.81
			5620023980		FY 2018/19 ON-CALL TRAFFIC SIGNAL I	
				11946	001-371-0301-4300	350.76
					Total :	37,171.94
					Bank total :	37,171.94
					Total vouchers :	37,171.94

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

Page: 2

SPECIAL CHECKS

vchlist

Voucher List

Page: 1

04/29/2019 2:17:11PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214235	5/1/2019	100286 BAKER, BEVERLY	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
214236	5/1/2019	891015 CROOK, ROBERT	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214237	5/1/2019	100916 DEIBEL, PAUL	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
214238	5/1/2019	891041 GARCIA, CONNIE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214239	5/1/2019	101781 KISHITA, ROBERT	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214240	5/1/2019	101926 LILES, RICHARD	19-May		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	247.21 247.20
					Total :	494.41
214241	5/1/2019	891027 LOCKETT, JOANN	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
214242	5/1/2019	102126 MARTINEZ, MIGUEL	19-May		CALPERS HEALTH REIMB 070-180-0000-4127	482.64
					Total :	482.64
214243	5/1/2019	891031 ORTEGA, JIMMIE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83

Page: 1

vchlist

Voucher List

Page: 2

04/29/2019 2:17:11PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214244	5/1/2019	891032 OTREMB, EUGENE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214245	5/1/2019	891354 RAMIREZ, ROSALINDA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	482.64
					Total :	482.64
214246	5/1/2019	102940 RUIZ, RONALD	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
214247	5/1/2019	103121 SERRANO, ARMANDO	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	533.75
					Total :	533.75
214248	5/1/2019	892782 TIGHE, DONNA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
					Total :	187.74
214249	5/1/2019	891046 VANAALST, LEONILDA	19-May		CALPERS HEALTH REIMB 070-180-0000-4127	187.74
					Total :	187.74
15 Vouchers for bank code : bank3						Bank total : 5,895.71
15 Vouchers in this report						Total vouchers : 5,895.71

Voucher Registers are not final until approved by Council.

Page: 2

SPECIAL CHECKS

vchlist

Voucher List

Page: 1

04/29/2019 2:33:37PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214250	5/1/2019	100042 ABDALLAH, ALBERT	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,234.75 1,234.75
214251	5/1/2019	100091 AGORICHAS, JOHN	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	224.41 224.41
214252	5/1/2019	891039 AGUILAR, JESUS	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
214253	5/1/2019	100104 ALBA, ANTHONY	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
214254	5/1/2019	891011 APODACA-GRASS, ROBERTA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
214255	5/1/2019	100306 BARNARD, LARRY	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 1,226.00
214256	5/1/2019	100346 BELDEN, KENNETH M.	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,226.00 1,226.00
214257	5/1/2019	892233 BUZZELL, CAROL	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 163.37
214258	5/1/2019	891350 CALZADA, FRANK	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
214259	5/1/2019	100642 CASTRO, RICO	19-May		CALPERS HEALTH REIMB	

Page: 1

vchlist

Voucher List

Page: 2

04/29/2019 2:33:37PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214259	5/1/2019	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,551.56 1,551.56
214260	5/1/2019	891014 CREEKMORE, CASIMIRA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214261	5/1/2019	891016 DEATON, MARK	19-May		CALPERS HEALTH REIMB 070-180-0000-4127	494.41 494.41
214262	5/1/2019	100913 DECKER, CATHERINE	19-May		CALPERS HEALTH REIMB 070-180-0000-4127	653.66 653.66
214263	5/1/2019	100925 DELGADO, RALPH	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
214264	5/1/2019	892102 DOSTER, DARRELL	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
214265	5/1/2019	100996 DRAKE, JOYCE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214266	5/1/2019	100995 DRAKE, MICHAEL	19-May		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	129.42 258.83
214267	5/1/2019	100997 DRAPER, CHRISTOPHER	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,472.46 1,472.46
214268	5/1/2019	101044 ELEY, JEFFREY	19-May		CALPERS HEALTH REIMB	

Page: 2

vchlist 04/29/2019 2:33:37PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214287	5/1/2019	101597 IBRAHIM, SAMIR	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
214288	5/1/2019	101694 JACOBS, ROBERT	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,147.00 1,147.00
214289	5/1/2019	892105 KAHMANN, ERIC	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
214290	5/1/2019	101786 KLOTZSCHE, STEVEN	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
214291	5/1/2019	891866 KNIGHT, DONNA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
214292	5/1/2019	892929 LEWIS, WANDA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214293	5/1/2019	891043 LIEBERMAN, LEONARD	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
214294	5/1/2019	101933 LITTLEFIELD, LESLEY	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66 653.66
214295	5/1/2019	102059 MACK, MARSHALL	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
214296	5/1/2019	891010 MAERTZ, ALVIN	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	511.48
						Page: 5

vchlist 04/29/2019 2:33:37PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214296	5/1/2019	891010 MAERTZ, ALVIN	(Continued)			511.48
214297	5/1/2019	888037 MARTINEZ, ALVARO	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
214298	5/1/2019	102206 MILLER, WILMA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214299	5/1/2019	102212 MIRAMONTES, MONICA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,203.50 1,203.50
214300	5/1/2019	102232 MIURA, HOWARD	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214301	5/1/2019	892106 MONTAN, EDWARD	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	832.98 832.98
214302	5/1/2019	102365 NAVARRO, RICARDO A	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
214303	5/1/2019	102473 ORDELHEIDE, ROBERT	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,551.56 1,551.56
214304	5/1/2019	102483 OROZCO, ELVIRA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	163.37 163.37
214305	5/1/2019	102486 ORSINI, TODD	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,605.35 1,605.35
						Page: 6

vchlist 04/29/2019 2:33:37PM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214306	5/1/2019	102569 PARKS, ROBERT	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,940.00 1,940.00
214307	5/1/2019	891353 PEAVY, JOSEPH	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
214308	5/1/2019	102527 PISCITELLI, ANTHONY	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	462.74 462.74
214309	5/1/2019	891033 POLLOCK, CHRISTINE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	377.00 377.00
214310	5/1/2019	102735 QUINONEZ, MARIA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,101.28 1,101.28
214311	5/1/2019	891034 RAMSEY, JAMES	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	677.47 677.47
214312	5/1/2019	102864 RIVETTI, DOMINICK	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	886.00 886.00
214313	5/1/2019	102936 RUELAS, MARCO	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.82 1,124.82
214314	5/1/2019	891044 RUSSUM, LINDA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
214315	5/1/2019	890806 SALDIVAR, GEORGE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74
						Page: 7

vchlist 04/29/2019 2:33:37PM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214315	5/1/2019	890806 890806 SALDIVAR, GEORGE	(Continued)			187.74
214316	5/1/2019	892107 SHANAHAN, MARK	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	511.48 511.48
214317	5/1/2019	891035 SHERWOOD, NINA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214318	5/1/2019	103175 SKOBIN, ROMELIA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
214319	5/1/2019	103220 SOMERVILLE, MICHAEL	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.00 1,487.00
214320	5/1/2019	103394 TORRES, RACHEL	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83 258.83
214321	5/1/2019	889588 UFANO, VIRGINIA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	187.74 187.74
214322	5/1/2019	888417 VALDIVIA, LAURA	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	707.78 707.78
214323	5/1/2019	103562 VASQUEZ, JOEL	19-May		CALPERS HEALTH REIMB 070-180-0000-4127	1,940.00 1,940.00
214324	5/1/2019	891038 WAITE, CURTIS	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61 1,102.61
						Page: 8

vchlist

Voucher List

Page: 9

04/29/2019 2:33:37PM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
214325	5/1/2019	891036 WATT, DAVID	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214326	5/1/2019	891037 WEBB, NANCY	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	677.47
					Total :	677.47
214327	5/1/2019	103643 WEDDING, JEROME	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	653.66
					Total :	653.66
214328	5/1/2019	103727 WYSBEEK, DOUDE	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	258.83
					Total :	258.83
214329	5/1/2019	103737 YNIGUEZ, LEONARD	19-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,102.61
					Total :	1,102.61
80 Vouchers for bank code : bank3						Bank total : 59,127.35
80 Vouchers in this report						Total vouchers : 59,127.35

Voucher Registers are not final until approved by Council.

Page: 9

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Michael E. Okafor, Personnel Manager

Date: May 6, 2019

Subject: Consideration to Adopt a Resolution Approving a Joinder Application and Agreement with the Police Officers Research Association of California Retiree Medical Trust to Provide Retiree Health Savings Plan Administration

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7914 (Attachment "A") approving a Joinder Application and Agreement (Attachment "B") with the Police Officers Research Association of California (PORAC) Retiree Medical Trust to provide Retiree Health Savings Plan Administration;
- b. Approve the implementation of the Retiree Health Savings Plan for all applicable employees; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In 2015, the City negotiated the reduction of retiree medical benefits for employees hired after July 1, 2015 to the statutory minimum, and replaced it with a monthly deposit into a Retiree Health Savings (RHS) account, ranging from \$50 to \$150 per month, depending on bargaining unit. The City committed to establishing an RHS plan prior to June 30, 2016.
2. On June 29, 2016, the City Council adopted a Resolution establishing an RHS program, and approved an Administrative Service Agreement with ICRMA-RC to provide RHS plan administration for eligible employees.
3. The San Fernando Police Officers' Association (SFPOA) advised staff that all sworn personnel that are eligible for RHS would prefer to have their retiree medical benefits invested and administered by PORAC for convenience and to save members money. Consequently, their

Consideration to Adopt a Resolution Approving a Joinder Application and Agreement with the Police Officers Research Association of California Retiree Medical Trust to Provide Retiree Health Savings Plan Administration

Page 2 of 3

contributions have been set aside in a special account pending execution of an agreement with PORAC.

4. In March 2019, the SFPOA and the City engaged PORAC Retiree Medical Trust to review their RHS plan administrative structure, terms of membership, and execute an implementation agreement.

ANALYSIS:

The PORAC Retiree Medical Trust was established in California in 2008 as a non-profit funding vehicle, approved by IRS as a 501(c)(9). The trust, which is a Voluntary Employees' Beneficiary Association (VEBA) plan that operates under the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), is managed by Five Trustees of PORAC through Vimly Benefit Solutions, Inc. in Mukilteo, Washington. Any PORAC member association, such as the SFPOA, may choose to join the Trust as a bargaining unit, but not as unit employees. There are currently 30 participating associations.

Pre-tax employer contributions are made on behalf of eligible employees through regular payroll transfers, and the Trust uses investment professionals to invest those contributions. Once the employee retires, the Trust functions as a medical premium and expense reimbursement plan, and the benefits are totally tax-free.

There are no administrative fees to participate. The Trust currently has three investment portfolios worth about \$45 million, and their accounts are audited yearly in order to file with IRS. Since inception in 2008, their audits have always resulted in an "Unmodified Opinion."

Staff has reviewed the Agreement to ensure that the City is indemnified and held harmless of any liabilities and/or debts resulting from the administration of the Trust Fund.

BUDGET IMPACT:

There is no budget impact associated with approving the Joinder Application and Agreement with the PORAC Retiree Medical Trust. Funds are already included in the Fiscal Year (FY) 2018-2019 Budget to fund the \$150 monthly RHS contributions required by the MOU for eligible sworn employees and there are no administrative fees charged to the City.

Consideration to Adopt a Resolution Approving a Joinder Application and Agreement with the Police Officers Research Association of California Retiree Medical Trust to Provide Retiree Health Savings Plan Administration

Page 3 of 3

CONCLUSION:

Staff recommends approving the proposed Joinder Application and Agreement (Attachment "B") with the PORAC Retiree Medical Trust to fulfill the City's obligation in accordance with the Police Officers' Association MOU with no additional cost to the City.

ATTACHMENTS:

- A. Resolution No.7914
- B. Joinder Application and Agreement

ATTACHMENT "A"**RESOLUTION NO. 7914****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING A JOINDER
APPLICATION AND AGREEMENT WITH PORAC RETIREE
MEDICAL TRUST TO PROVIDE RETIREE HEALTH SAVINGS
PLAN ADMINISTRATION FOR ELIGIBLE EMPLOYEES**

WHEREAS, the City of San Fernando has employees rendering services; and

WHEREAS, the establishment of a retiree health savings program ("Program") for such employees serves the interests of the City by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in the personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City Council has determined that the establishment of the retiree health savings program serves the above objectives.

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

Section 1: The City hereby approves the Joinder Application and Agreement with the Police Officers' Research Association of California (PORAC) Retiree Medical Trust to provide retiree health savings plan ("Plan") administration for eligible employees, and authorizes the execution of necessary documents to implement this Plan.

Section 2: The assets of the Plan shall be held in trust, with PORAC serving as trustee, for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan.

Section 3: The Personnel Manager, or designee, shall be the coordinator and contact for the Program, and shall receive necessary reports, notices, and so on.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of May, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**PORAC RETIREE MEDICAL TRUST****Medical Expense Reimbursement Plan***Administered by Vimly Benefit Solutions, Inc.*

PO BOX 6 • Mukilteo, WA 98275

P: 877-808-5994 • F: 866-676-1530 • E:

PORAC@vimly.com

JOINDER APPLICATION AND AGREEMENT**(1) Association Information.**

- a. Association Name: _____
- b. Contact Name and Position: _____
- c. Contact Phone: _____
- d. Contact Email: _____
- e. Association Address: _____
- f. Association Phone: _____
- g. Association Email: _____
- h. Association Fax: _____

(2) Receipt of Trust Documents. We, the undersigned Association ("we" or the "Association"), have received a copy of the "Trust Agreement Governing the PORAC Retiree Medical Trust," effective June 1, 2008, as amended thereafter (the "Trust Agreement"), and the "Medical Expense Reimbursement Plan of the PORAC Retiree Medical Trust," effective April 1, 2018, as amended thereafter (the "Plan"). We understand that the Plan provides medical expense reimbursement benefits to retirees.

(3) Request to Join. We hereby request that employees represented by the Association, and hired by _____ [employer] on or after _____ (*insert date, if applicable*), be participating employees in the Plan ("Employees"). In consideration of the granting of this request, we hereby agree to be bound by the terms, conditions, and provisions of the Trust Agreement and the Plan, and as they may be hereafter amended. We further agree to comply with reasonable requests for information from the Trust Office for its recordkeeping purposes.

(4) Contribution Rate (must be at least \$100, and a multiple of \$25.)

- a. Monthly Contribution.
 - i) Rate. The monthly contribution rate of _____ per Employee is set forth in Section _____ of the _____ (title of memorandum of understanding, or other written agreement (in either case, the "MOU")). The contribution rate must be at least \$100, and a multiple of \$25, per

PORAC RETIREE MEDICAL TRUST
Joinder Application and Agreement
Page 2

employee per month. (However, a group may start at a \$50 per month rate, but must increase to \$100 per month within 12 months.)

ii) Copy of MOU. Attached is a true and complete copy of that MOU, effective from _____ to _____, authorizing mandatory contributions to the Trust. If this amount is changed, the Association will notify the Trust. The employer named below (the "Employer") acknowledges that contributions are due in one aggregate payment (no split payments) no later than by the 15th of the month following the month for which the contributions are being paid (i.e., if the contributions are for July, contributions will be paid no later than August 15).

b. Sick/Vacation Leave.

i. Sick Leave. There **is / is not** (circle one) a provision in the MOU regarding a mandatory sick leave contribution to the Trust, at Section _____. If so, the Employer agrees to transfer _____% of sick leave on behalf of each Employee **annually / at retirement** (circle one or both).

ii. Vacation Leave. There **is / is not** (circle one) a provision in the MOU regarding a mandatory vacation leave contribution to the Trust, at Section _____. If so, the Employer agrees to transfer _____% of vacation leave on behalf of each Covered Employee **annually / at retirement** (circle one or both).

c. If there are any other provisions in the MOU that relate to the Trust, list them here.

(5) Mandatory Contributions. *We certify that contributions will be made on all Employees in the bargaining unit or other defined class, and Employees may not individually elect against participation in the Plan, nor may any Employee individually elect the level of his or her contributions. If the class of employees is less than the entire bargaining unit, that must be defined in the MOU.*

(6) Delinquency. We acknowledge that the Trust Agreement contains provisions regarding pursuit of delinquent contributions, and we will cooperate with the Trustees in said proceedings.

(7) Names, Etc. of Employees. Along with this Joinder Application and Agreement, the Employer or the Association (as shall be agreed between them) will provide a complete list of the names, email addresses, and other information for all Employees, as of the Effective Date (as defined below), using the Excel spreadsheet provided by the Trust Office for this purpose.

(8) Monthly Duty to Report. We agree to provide the Trust Office each month with a complete list of Employees on whom contributions are made, and the amount of contribution per Employee and in the aggregate, using the Excel spreadsheet provided by the Trust Office for this purpose.

(9) Employer Information.

- a. Employer Name: _____
- b. Contact Name and Position: _____
- c. Contact Phone: _____

PORAC RETIREE MEDICAL TRUST
Joinder Application and Agreement
Page 3

- d. Contact Email: _____
e. Employer Address: _____

(10) Limitation of Liability. The Association, Employer and Trust acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating parties:

“1. Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund.

2. Liabilities and Debts of Participating Parties

No participating employer, employer association, or labor organization shall become responsible by reason of their participation in the Trust Fund for the liabilities or debts of any other participating employer, employer association, or labor organization.

Except for any obligation to make contributions to the Trust pursuant to a Special Agreement or Subscription Agreement, a participating employer shall have no obligation to provide benefits to which its employees may be entitled under a collective bargaining agreement to the extent that those benefits are provided under a plan funded through the Trust. A participating employer shall not be a fiduciary of the Trust or any employee benefit plan funded through the Trust, and shall have no responsibility or liability for Trust investments or the income tax treatment of Trust earnings or benefits provided under such plan”

(11) Effective Date. This Agreement shall become effective as of the date of last signature below (the “Effective Date”); provided, however, that contributions will be accepted as provided in the MOU, and provided further, that the Trust is not obligated to accept more than three months worth of retroactive contributions; and any further retroactive contributions may be subject to terms and conditions imposed by the Trustees, including, for example, lost interest or administrative fees.

(12) Pooled Sharing of Risk and Costs. We acknowledge that: a) the Trustees pool all contributions (provided, however, that the Trust will maintain a separate record per Employee of the transfer of sick leave and vacation leave); b) that the Trust and Plan operate based on a multiple employer basis, sharing costs and risk between all participants, and not based only on the Employees of one employer; and c) that the monthly benefit levels will be set based on actuarial projections for the entire Trust population, and not only for the Employees.

(13) Termination. This Agreement shall remain in effect unless terminated in writing by either the Association or the Trust; written notice of termination must be received by the non-terminating party prior to the first day of the month in which participation is to be terminated.

For ASSOCIATION:

Joining Association

Association President (*Print Name*)

Date

Association President (*Signature*)

PORAC RETIREE MEDICAL TRUST
Joinder Application and Agreement
Page 4

For EMPLOYER:

Employer

Employer Representative (*Print name*)

Date

Employer Representative (*Signature*)

**Approved and Accepted by:
PORAC RETIREE MEDICAL TRUST**

Date

Trust Administrator (*signature*)

Print name and title**Please send this Agreement to:**

PORAC Retiree Medical Trust Office
c/o Vimly Benefit Solutions, Inc.
P.O. Box 6
Mukilteo, WA 98275

Phone number: (877) 808-5994
Fax: (866) 676-1530
Email: PORAC@vimly.com

Internal Use Only:

Date received and initials of person recording the date, indicated in line after item:

- ◇ *Memorandum of Understanding or other written agreement (MOU)* _____
- ◇ *Joinder Application and Agreement* _____
- ◇ *Spreadsheet with participant information* _____
- ◇ *Check – First Month's Contributions* _____

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: May 6, 2019

Subject: Consideration to Approve an Animal Control Services Agreement with the County of Los Angeles Department of Animal Care and Control

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a new standardized animal control service contract agreement (Attachment "A") – Contract No. 1916) with the County of Los Angeles Department of Animal Care and Control; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. The City of San Fernando provides animal control services to the community through a contract service agreement ("Agreement") with the Los Angeles County Department of Animal Care and Control ("County").
2. Services provided through this Agreement include:
 - a. Field services for animal care and control, including enforcement of state statutes and municipal animal control ordinances, dead animal pickup, and licensing fee canvassing and collection.
 - b. Kennel and animal shelter services at Los Angeles County shelters, which accept all animals delivered for impoundment from within the City boundaries 24 hours per day.
3. The current five-year contract agreement is set to expire on June 30, 2019.

Consideration to Approve an Animal Control Services Agreement with the County of Los Angeles**Department of Animal Care and Control**Page 2 of 2

ANALYSIS:

Under the proposed Agreement, the County will continue to provide animal control services to the City through June 30, 2024. The City currently utilizes the County to provide the full range of services, including: animal care services; field services to respond to reports of vicious, stray, unlicensed, and injured/deceased animals; licensing services; animal facility inspection and licensing; vaccination and microchip clinics; and records maintenance and retention.

Pursuant to the terms of the Agreement, the City may terminate the contract as of the first day of July of any year, within 60 calendar days of receipt of written notice from the County of any rate increase, with 60 days notice in the event of an unresolved dispute between the City and County, or without cause with 180 days notice.

Each year, the City may also customize the service level provided through this Agreement by completing a Service Level Request form. Various levels of service are provided for: 1) Animal Care Center Services, 2) Field Services, 3) Individual Animal Licensing, 4) Outreach and Enforcement Services, and 5) Enforcement of County Code. The City currently utilizes the full complement of services.

The proposed Agreement is a standard instrument used by the County to provide animal control services to other incorporated cities. Approval of this Agreement is exempt from formal bid requirements pursuant to Section 2-777(12) of the San Fernando City Code, which excepts contracts with other governmental agencies.

BUDGET IMPACT:

The average annual cost for animal control services during the current contract period (July 1, 2014 – June 30, 2019) is \$68,000 per year. Sufficient funds are included in the Fiscal Year 2019-2020 Proposed Budget to cover the estimated cost of the proposed Agreement.

CONCLUSION:

It is recommended that City Council approve the standard service agreement with the County of Los Angeles Department of Animal Care and Control to provide animal care and control services.

ATTACHMENT:

A. Contract No. 1916

ATTACHMENT "A"
CONTRACT NO. 1916**CITY-COUNTY MUNICIPAL SERVICES AGREEMENT**
TABLE OF CONTENTS
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF **SAMPLE**

PARAGRAPH	TITLE	PAGE
RECITALS		2
1.0	AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES	2
2.0	ADMINISTRATION OF PERSONNEL	3
3.0	DEPLOYMENT OF PERSONNEL	4
4.0	PERFORMANCE OF CONTRACT	4
5.0	INDEMNIFICATION	5
6.0	TERM OF CONTRACT	6
7.0	RIGHT OF TERMINATION	6
8.0	CONTRACT SUM	6
9.0	PAYMENT PROCEDURES	7
10.0	NOTICES	8
11.0	AMENDMENTS	8
12.0	AUTHORIZATION WARRANTY	8
13.0	ENTIRE AGREEMENT	9
14.0	CONSTRUCTION OF AGREEMENT	9
15.0	IMPLEMENTATION OF AGREEMENT	9
16.0	COUNTERPARTS	9

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF **SAMPLE**

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF **SAMPLE** ("the City"), together known as "the Parties," is made and entered into July 1, 2019, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and agreement between the Parties attempted. If agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and the County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department in cooperation with the City will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2. Unless the City changes other provisions within the most recent executed Service Level Request, it is not necessary to execute a revised Service Level request to reflect a billing rate change.
- 3.3 The City may at any time request a change in level of service by completing a revised Attachment B, Service Level Request form, and submitting the form to the Department. The revised level of service to be provided and current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The Department reserves the right to approve or disapprove requests on the Service Level Request in accordance with Section 3.1 of this Agreement.
- 3.4 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services.

4.0 PERFORMANCE OF CONTRACT

- 4.1 For performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in performance of the services.
- 4.3 Any use of special supplies, stationery, notices, forms, in other than standard Department format, must be approved by the Director of the Department and supplied by the City at its own cost and expense.

- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location for all in-person meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed.
- 4.6 If requested, the Department will use best efforts to coordinate a conference call meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed on the Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included on Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.

- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2019, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2024, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either Party to continue to seek a resolution.
- 7.5 In the event of a termination, each Party will fully discharge all obligations owed to the other Party that accrued before the date of the termination, and each Party will be released from all obligations which would otherwise accrue after the date of termination.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County

Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.

- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form, submitted by the City and approved by the County.
- 8.4 The cost of additional services requested under the Agreement and not set forth in the Service Level Request form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount. For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) days after the date of the written resolution.
- 9.3 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.4 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Each Party must designate a Primary Contact, identified in Attachment B, Service Level Request, to facilitate the services which are the subject of the Agreement. Except for necessary communications required for day-to-day facilitation of the services under the Agreement, which may be delivered by telephone, email, or in person, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing and mailed to the other Party's Primary Contact at the address identified in Attachment B, Service Level Request. Addresses and persons to be notified may be changed by either Party by giving written notice to the other Party.

10.2 Notices to the County of Los Angeles must be addressed as follows:

County of Los Angeles Department of Animal Care and Control
Contract Management Division
Attn: Contract City Liaison
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 256-2412

10.3 Notices to the City must be addressed to the contact person listed on the most recent Service Level Request on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

11.1 All changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department or his/her designee is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF **SAMPLE**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

CITY OF **SAMPLE**

COUNTY OF LOS ANGELES

By _____
City of **Sample**, City Manager Date _____

By _____
MARCIA MAYEDA Date _____
Director, Animal Care and Control

By _____
City Clerk Date _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
City Attorney Date _____

By _____
Deputy County Counsel Date _____

ATTACHMENT A

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES**

I. Animal Care Services

The Department maintains several animal care centers that accept stray and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia pursuant to State law. The hold period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals in the Department's animal care centers. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated within the boundaries of the City may be housed at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adopted animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for animal care for transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's

choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the impound, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated shelter location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department shall notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;
- Capturing and impounding stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping of wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issue administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24 hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records as necessary.

A. Standard Service Plan

The standard service plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The limited service plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Individual Animal Licensing Services

Adult dogs four months and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment is received and processed annually on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the City. Fees from licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances; and
- Maintaining a database for animal licensing, records of calls for service, and actions taken.

IV. Additional Outreach and Enforcement Services Options

The City may request the Department to provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspection and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections are not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers, and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics". The Department holds periodic low cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low cost vaccinations and microchips;
- Staffing low cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

V. Records

Upon reasonable notice, the Department shall make available to authorized representatives of the City of «City», for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 6250 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Intake Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Intake Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Impound

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

Sec:Brd Corres:BL:4.30.19 Contract City Renewal:/Attach A - Desc of Services 4.2019

ATTACHMENT B

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

AND

THE CITY OF

SAMPLE

FISCAL YEAR 2019-20 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☐ **Full Service**

Primary animal care center: **(ACC NAME HERE)** Animal Care Center

☐ **Animal Care Center Services for Transfer**

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

☐ **No Animal Care Center Services****II. Field Services**

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

☐ **Standard Service Plan**

- ☐ Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations only – as needed	

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ No Field Services

III. Individual Animal Licensing

- ☐ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- ☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	<input type="checkbox"/> \$40.00 <input type="checkbox"/> \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

- ☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

A. Animal License Field Enforcement

- ☐ The City requests the County to provide animal license field enforcement in the City, in the area(s) designated by the City and agreed to by the Department.
- ☐ No animal license field enforcement services.

B. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

- ☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- ☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

C. Vaccination and Microchip Clinic(s)

- ☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- ☐ No vaccination or licensing clinic services.

D. Spay/Neuter Trust Fund

- ☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- ☐ No participation in the Spay/Neuter Trust Fund.

VI. Enforcement of County Code

- ☐ The City agrees to the enforcement of Title 10 with no exceptions.
- ☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
 - ☐ 10.20.350: Mandatory spay and neutering. The City does not require the spay/neuter of:
 - ☐ dogs
 - ☐ cats
 - ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
 - ☐ dogs
 - ☐ cats
 - ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
Dogs _____ Cats _____ Total of _____ dogs/cats
 - ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
 - ☐ Voluntary Cat Licensing
 - ☐ No Cat Licensing
 - ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.

- ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: _____

Telephone: _____

Address: _____

Email: _____

VII. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY			
City Code Section No.	City Code Section Title	Approved	Not Approved

VIII: Contact Information

County Primary Contact

Name: _____

Title: _____

Address: _____

Telephone: (____) _____

E-mail: _____

County Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

City Primary Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

City Alternate Contact

Name: _____
Title: _____
Address: _____

Telephone: (____) _____
E-mail: _____

IX: Annual/Amended Service Request Approval

For the City:

Authorized City Representative
(Printed Name)

Authorized Signature
(Signature)

Date

Title

Telephone Number

For the County:

Marcia Mayeda

Director
Dept. of Animal Care and Control

Authorized Signature
(Signature)

Date

City of Sample

ATTACHMENT C

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
CITY-COUNTY MUNICIPAL SERVICES
BILLING RATES**

I. Billing Period

These billing rates are effective from July 1, 2019, until the consultant's audit report is completed and further action is taken by the Los Angeles County Board of Supervisors (through June 30, 2020, or sooner).

II. Billing Rates

Animal Care Center Services	
Shelter Services:	
Daily Rate for stray or relinquished dogs and cats (up to a maximum of 5 days)	\$ per day
Daily Rate for stray or relinquished other species of animals (up to a maximum of 5 days)	\$ per day
Daily Rate for dogs and cats of "legal hold" animals (See paragraph III D "Billing for 'legal hold' animals")	\$ per day
Daily Rate for other species of "legal hold" animals (See paragraph III D "Billing for 'legal hold' animals")	\$ per day
Animal License Field Enforcement per hour	\$ per hour
Dog/Cat License processing per license	\$ per license
Field Services per hour	\$ per hour
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	\$ per hour
Production of reports in excess of contract allowance	\$ per hour
Liability Trust Fund	
Liability Trust Fund	4.5 % of hourly rate*

*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

III. Billing Methodology for Care Center Services

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

A. Cost Allocation for Care Center Services

During the billing period, the costs of providing Care Center Services are allocated as follows:

Daily rate per dog, cat, and other species of animals impounded

- a. A daily dog/cat and other species of animals impoundment rate is established annually based upon the costs of housing animals. The daily rate is billed for all dogs/cats and other species of animals housed, up to the maximum amount of days for each type, except as outlined in paragraph D below. During the billing period, the cost of care for dog/cat and other species of animals in excess of capped days are subsidized, except as outlined in paragraph D below.
- b. For dogs, cats, and other species of animals impounded in circumstances described in paragraph "D" below, that are held beyond the maximum billed length of stay, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. The City will be billed at the daily rate for all days those animals are housed by the Department.

B. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and is not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

C. Cost Offsets

The City will receive a credit from the County for all applicable redemption fees collected from or on the behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that

animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

D. Billing for “Legal Hold” and Other Shelter Services:

Dogs, cats and other species of animals that are housed for a “legal hold” and other shelter services are billed at the daily rate for the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

“Legal Hold” and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals:	<p>Per applicable State law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status).</p> <p>Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period.</p> <p>Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.</p>	Unlimited days
Special Intake:	Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter.	Unlimited days

	<p>Animals subject to the jurisdiction of the Coroner's Office may be held until released by that Office.</p> <p>Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.</p>	
Return to Owner Animals:	<p>Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying the impound, boarding, and private veterinary fees accruing up to the time of such redemption.</p>	10 days
Abandoned Animals:	<p>Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.</p>	15 days

CMD:in

Sec:Brd Corres:BLs:4.30.19 Contract City Renew:/Attach C Billing 4.2019



Marcia Mayeda, Director

March 28, 2019

Mr. Alexander P. Meyerhoff
City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Meyerhoff:

NEW SERVICES AGREEMENT, COST RECOVERY METHODOLOGY, AND BILLING RATES

The current five-year City-County Municipal Services Agreement (Agreement) for animal care and control services is due to expire on June 30, 2019. This letter is three-fold and will address the following: new Services Agreement, new billing methodology, and Fiscal Year (FY) 2019-20 billing rates.

New City-County Municipal Services Agreements

On January 16, 2019, the County of Los Angeles (County) Department of Animal Care and Control (Department) mailed a draft of the new Services Agreement to your city for review and input. We appreciate the response and feedback received from our partner Contract Cities, which has prompted the below revisions. The revised draft version of the entire Services Agreement and attachments accompanies this letter and will be presented for Board approval on April 30, 2019.

In FY 2019-20, the Department will begin using automation to report all service hours worked in each type of service provided (eg. field services, license enforcement, and housing). This process will automate tabulation of hours invoiced by program, but result in a delay in invoicing because it is part of the County's bimonthly payroll system. As a result, an additional revision to the City-County Municipal Services Agreement has been made to adjust the timing of the provision of monthly invoices (Section 9.1).

Agoura ACC
29525 Agoura Road
Agoura Hills, CA 91301
(818) 991-0071

Baldwin Park ACC
4275 N. Elton Street
Baldwin Park, CA 91706
(626) 962-3577

Carson/Gardena ACC
216 W. Victoria Street
Gardena, CA 90248
(310) 523-9566

Castaic ACC
31044 N. Charlie Canyon Rd.
Castaic, CA 91384
(661) 257-3191

Downey ACC
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Lancaster ACC
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Palmdale ACC
38550 Sierra Highway
Palmdale, CA 93550
(661) 575-2888

Administrative Office
5898 Cherry Avenue
Long Beach, CA 90805
(800) 253-3555

Mr. Alexander P. Meyerhoff
 March 28, 2019
 Page 2 of 3

This table lists the cities' and the Department's revisions to the Services Agreement:

Revision Type	Section	Explanation/Justification
Amended	Section 3.1 The Department <u>in cooperation with the City</u> will determine how to provide the services required by the Agreement.	Added "in cooperation with City" to endorse our partnership.
Deleted	Section 5.2 The Parties have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into the Agreement as if set out in full in the Agreement.	This section was added in error while mirroring the Sheriff's Department Service Agreement.
Added	Section 7.4 <u>In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either Party to continue to seek a resolution.</u>	This addition was requested by a Contract City.
Amended	Section 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within <u>twenty-five (25)</u> twenty-one (21) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.	Revised the invoice distribution to the 25th day of the month to accommodate for an updated process of reporting hours by program.

In addition, the City-County Municipal Services Billing Rates (Attachment C) to the Services Agreement has been revised to reflect annual cost increases.

New Billing Methodology Suspended

As you may be aware, the County of Los Angeles Board of Supervisors (Board) has suspended the implementation of the new billing methodology presented to your city last year. A consultant will be engaged to perform a fiscal and operational audit of the Department after which time the Board will determine what further action should be taken.

Mr. Alexander P. Meyerhoff
March 28, 2019
Page 3 of 3

Contract City Billing Rates for Fiscal Year 2019-20

The billing rates for FY 2019-20 will be developed in accordance with the existing methodology which provides for annual adjustments by the County Auditor-Controller. We expect to acquire these rates from the Auditor-Controller by late spring and will provide them to you once available. We will advise you of any subsequent billing rate decisions upon the completion of the fiscal and operational audit.

Thank you for your ongoing partnership in protecting the people and animals in your city and the County of Los Angeles. If you have any additional questions, concerns, and/or are interested in scheduling a meeting, please contact Ms. Whitney Duong, Contract Management Division Liaison, at (562) 256-2412 or wduong@animalcare.lacounty.gov.

Sincerely,



MARCIA MAYEDA
Director

MM:BW:HH:AMJ:WD:mr

s:\contract cities\letters\2019-20 final contract letter (all cities) revised draft 4 wsig.doc

Enclosures

c: Anthony Vairo

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
Kenneth Jones, Public Works Management Analyst

Date: May 6, 2019

Subject: Consideration to Approve a Contract with John Robinson Consulting Incorporated/Kennedy Jenks Consultants for Upper Reservoir Replacement Engineering Design Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with John Robinson Consulting Incorporated/Kennedy Jenks Consultants (Attachment "A" – Contract No. 1912) in the amount of \$469,891 for Upper Reservoir Replacement Engineering Design Services; and
- b. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. On March 14, 2019, a Request for Proposals (RFP) (Attachment "B") for Upper Reservoir replacement engineering design services was sent to five qualified firms from the City's on-call engineering services list.
2. On March 21, 2019, a mandatory pre-proposal and field walk was held at 120 Macneil Street, with two consulting teams attending.
3. On April 9, 2019, the proposal due date, the City received proposals from two firms for Upper Reservoir replacement engineering design services:
 - Huitt-Zollars
 - John Robinson Consulting Incorporated/Kennedy Jenks Consultants (JRC/KJ) (Exhibit "A" of Attachment "A")

Consideration to Approve a Contract with John Robinson Consulting Incorporated/Kennedy Jenks Consultants for Upper Reservoir Replacement Engineering Design ServicesPage 2 of 3

4. On April 17, 2019, a committee made up of five Public Works staff members interviewed both firms. Based on quality of their proposal and information obtained during the interview, the committee determined JRC/KJ to be most qualified.

ANALYSIS:

The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged during the 1994 Northridge earthquake and has been operating at reduced capacity to avoid leakage. Due to this damage, the City has determined that the Upper Reservoir needs to be replaced to:

- Protect the public from catastrophic failure during major earthquake or natural disaster;
- Provide increased operational flexibility;
- Effectively meet water demands; and
- Maximize groundwater supplies.

Proposal Evaluation.

Staff conducted a thorough review of the two proposals received. Based on averaging the scores, the review panel unanimously agreed that JRC/KJ team was the top ranked firm. It should be noted that this ranking was made based on the content of the proposals, as well as the overall quality of the oral interview. The JR/KJ total price is \$469,891 and Huitt-Zollars' total price is \$450,870, or roughly \$19,000 less. However, the panel felt that the depth and breadth of JR/KJ's technical approach, as well as their very comprehensive presentation justifies this recommendation. The City has obtained a \$5 million reimbursable grant from State of California, so funding for this project will not impact the City's water enterprise funds.

Next, staff contacted the five references JRC/KJ team had listed in their proposal and left messages for them. Two references returned staff's call (San Diego County Water Authority (SDCWA) and Eastern Municipal Water District (EMWD)). Both provided very positive feedback on the recommended consultant's performance on similar projects and gave a very favorable review of their work. They also indicated that this performance included completing the project on time and within budget.

Based on the foregoing, staff would recommend selecting the JR/KJ team for this project.

Experience.

JR/JK has extensive technical expertise, relevant project experience, and a thorough understanding on how to successfully design reservoirs tanks that meet their clients' needs. The JR/JK team has been providing water facility design services to municipalities and water agencies for over 100 years throughout California and the West Coast. Their technical leadership team has a combined 97 years of experience and has successfully delivered over 100 design projects. JR/JK has completed multiple projects over the past five years which are

Consideration to Approve a Contract with John Robinson Consulting Incorporated/Kennedy Jenks Consultants for Upper Reservoir Replacement Engineering Design ServicesPage 3 of 3

similar to the City's. These projects include but not limited to:

- Design of 6.5 MG replacement reservoir for the City of South Pasadena; and
- Design of 11 MG treated water reservoir for the San Francisco Public Utilities Commission.

Project Scope.

The project scope consists of preliminary design engineering, final design engineering, including project specifications and bid estimate, plus engineering services during the construction phase of the Upper Reservoir Replacement Project.

BUDGET IMPACT:

The City received a \$5 million grant from the Department of Water Resources for the Upper Reservoir replacement project. Grant funds are obtained through a reimbursement process. The City must request a reimbursement from the State after the City has paid an invoice that is related to the project.

The \$5 million in grant funds will be appropriated during the Fiscal Year 2019-2020 budget adoption process. There are monies available in Fund 070-385: Water Capital Projects to cover any project related expenditures prior to the end of the current fiscal year.

CONCLUSION:

Based on the proposals received from an open, competitive process, it is recommended that the City Council award a contract for Upper Reservoir replacement engineering design services to (JRC/KJ) and authorize the City Manager to execute the contract for services.

ATTACHMENTS:

- A. Contract No. 1912
- B. Request for Proposals

ATTACHMENT "A"
CONTRACT NO. 1912

2019

CONTRACT SERVICES AGREEMENT
(Upper Reservoir Replacement Engineering Design Services)

THIS 2019 CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this 6th day of May 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and JOHN ROBINSON CONSULTING, INCORPORATED and KENNEDY JENKS CONSULTANTS (hereinafter, "CONTRACTOR"). The capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" shall refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

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

WHEREAS, CITY requires engineering design services for the Upper Reservoir Replacement Project; and

WHEREAS, CITY issued a request for written proposals for such services dated March 14, 2019 ("RFP"); and

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

WHEREAS, CITY has determined CONTRACTOR has the requisite experience, skill and capacity to competently and responsibly performance the services contemplated herein; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council meeting held on May 6, 2019; and

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

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

I.**SCOPE AND PROSECUTION OF WORK; COMPENSAITON**

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in that certain proposal entitled "Proposal for the: Upper Reservoir Replacement Engineering Design" and dated as of April 9, 2019 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those

tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONTRACTOR nor anyone acting on CONTRACTOR's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

- A. This Agreement shall have a term of THIRTY ONE (31) months commencing as of the date the Agreement has been executed by all of the Parties hereto, (hereinafter, the "Initial Term").
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONTRACTOR shall perform and complete all of the services and tasks set forth within "Exhibit A," under the "Methodology and Work Plan" section at the rates of compensation set forth in that certain compensation schedule within "Exhibit A."
- B. Subsection (A) of this Section notwithstanding, CONTRACTOR's total aggregate compensation shall not exceed the sum of FOUR HUNDRED SIXTY NINE THOUSAND – EIGHT HUNDRED NINETY ONE (\$469,891) during the Term without the prior consent and approval of the San Fernando City Council as evidenced by the execution of a written amendment to this Agreement.

1.4 PAYMENT OF COMPENSATION:

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

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONTRACTOR perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONTRACTOR shall not undertake nor shall CONTRACTOR be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONTRACTOR on a time-and-materials basis using CONTRACTOR's standard fee schedule.

- 1.6 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

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

- D. CONTRACTOR understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

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

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

property, or if any of CONTRACTOR's officers, employees, agents, contractors fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

2.9 SAFETY: CONTRACTOR shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

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

2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the supervision of its employees, agents, contractors and for the negligent acts and/or omissions of the same. All persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONTRACTOR agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. CONTRACTOR shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONTRACTOR has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.

3.2 REQUIRED COVERAGES: CONTRACTOR agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONTRACTOR shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONTRACTOR shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONTRACTOR's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

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

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

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

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.7 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall

be under no obligation to, issue a Notice to Proceed until CONTRACTOR fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONTRACTOR fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONTRACTOR to stop any and all work under this Agreement or withhold any payment, which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONTRACTOR's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONTRACTOR shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONTRACTOR under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONTRACTOR's procurement of insurance shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's indemnification duties set forth under Article V of this Agreement.

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

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY will not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONTRACTOR specifying the effective date of such termination for convenience. Upon termination for convenience, CONTRACTOR shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONTRACTOR shall be entitled to no further compensation. CONTRACTOR may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event CONTRACTOR fails to perform, or adhere to, any applicable duty, obligation or standard of conduct

set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. If an Event of Default remains uncured for a period of time that exceeds the following timeframes, such failure to timely cure shall constitute a breach of this Agreement:

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

If CONTRACTOR is in breach of this Agreement, CITY may pursue any and all remedies available to it at law or in equity, including the assessment of liquidated damages as set forth under Section 5.5, below. If CONTRACTOR is in breach (whether or not such breach is caused by CONTRACTOR or CONTRACTOR's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), also terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies. The issuance of a Default Notice or Breach-Termination Notice by CITY shall not operate to prohibit CITY from terminating this Agreement in the manner provided under Section 5.1, above.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONTRACTOR in connection with the performance of

this Agreement shall be held confidentially by CONTRACTOR. Such materials shall not, without the prior written consent of CITY, be used by CONTRACTOR for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

CONTRACTOR:

John Robinson Consulting, Inc.
Attn: John Robinson
1055 East Colorado Blvd., Suite 500
Pasadena, CA 91106
johnrobinsonconsulting.com
Tel: (626) 375-9389

CITY:

City of San Fernando
Department of Public Works
Attn: Manuel Fabian
117 Macneil Street
San Fernando, CA 91340
mfabian@sfcity.org
Tel: (818) 898-1243
Fax: (818) 361-6728

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

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

- 6.5 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS:** CITY reserves the right to employ other CONTRACTORS in connection with the various projects worked upon by CONTRACTOR.

- 6.7 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other

agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONTRACTOR and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

City of San Fernando

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney**CONTRACTOR:**

John Robinson Consulting Incorporated

By: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Kennedy Jenks Consultants

By: _____

Print: _____

Title: _____

Date: _____

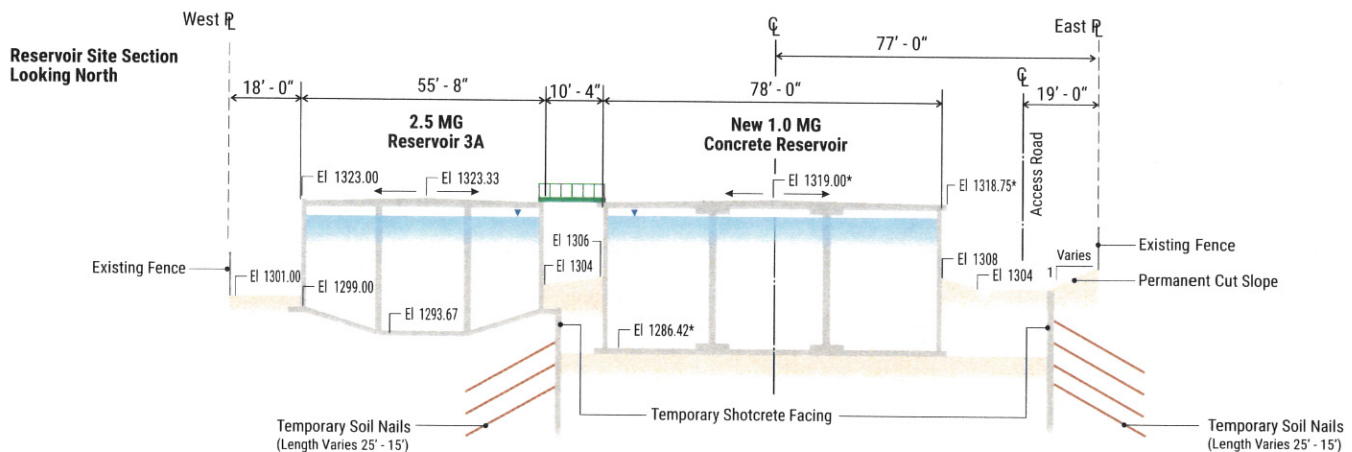
EXHIBIT "A"
[SCOPE OF WORK]

April 9, 2019



Proposal for the

UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN



April 9, 2019



Yazdan Emrani, P.E.
Director of Public Works/City Engineer
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Subject: Proposal for Upper Reservoir Replacement Engineering Design

Dear Mr. Emrani:

You can place your trust in the John Robinson Consulting and Kennedy Jenks (JRC/KJ) team to provide extensive technical expertise, relevant project experience, and thorough understanding of your needs for the Upper Reservoir Replacement Engineering Design Project. Here is what makes our team unique:

- **We Provide Decades of Technical Expertise to Develop Your Project |** The JRC/KJ team has been providing water facility design services for 100 years to our clients throughout California and the West Coast. Our technical leadership team of John Robinson (Project Manager), David Ferguson (Design Manager), and Don Barraza (Reservoir Design) has a combined 97 years of experience and has successfully delivered over 100 reservoir design projects.
- **We Will Provide a Reliable and Safe Reservoir |** Based on our extensive experience with similar reservoir projects, we will provide the City with a reliable and safe facility that will provide uninterrupted water service for the foreseeable future. In order to provide the City with a structure that will have minimal maintenance requirements and exceeds the minimum service life, the team will go beyond minimum building codes and national standards where it is efficient to do so. In addition, the City will be provided with a comprehensive material and construction analysis which will help the determine the reservoir design that best meets the City's goals and objectives.
- **We Will Protect Existing Facilities and Maintain Continuous Operation during Construction |** We understand it is vital to protect Reservoir 3A and ensure it is fully operational during construction of the Upper Reservoir replacement. We will provide an excavation support system on the two sides adjacent to Reservoir 3A that will be rigid to limit deflection of the exposed face and settlement of the earth subgrade materials to prevent leakage from the floor. Protection of Reservoir 3A will also be key in selection of construction material for the new reservoir as above-grade welded steel tank will have a greater impact on Reservoir 3A integrity than a partially-buried concrete tank

Thank you for the opportunity to present our proposal and we look forward to working with you on this important project. If you have any questions, please feel free to contact us.

Very truly yours,

JOHN ROBINSON CONSULTING

KENNEDY JENKS CONSULTANTS

John Robinson
Principal and Project Manager

David Ferguson, PE, PhD
Vice President, Design Manager

TABLE OF CONTENTS

1	Understanding of the Scope of Services
2	Methodology and Work Plan
3	Experience and Qualifications of the Firm
4	Key Personnel
5	References
6	Fee Proposal
7	Completion Schedule
	Appendix A - Preliminary Drawing List
	Appendix B - Resumes

1 - UNDERSTANDING OF THE SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of San Fernando (City) is looking for a design team to assist with preliminary design engineering, final design engineering and engineering services during construction for the Upper Reservoir Replacement Project.

The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged during the 1994 Northridge earthquake and has been operating at reduced capacity to avoid leakage. Due to this damage, the City has determined that Upper Reservoir will need to be replaced, which will provide increased operational flexibility to more effectively meet demands and maximize groundwater supplies.

Our team listened carefully during the mandatory pre-proposal meeting and captured work items desired by the City within this proposal that were not

detailed in the RFP. The preliminary evaluation will include steel versus concrete options but we understand that the City may prefer a concrete reservoir in order to decrease O&M. We worked with our environmental subconsultant to decrease the environmental work from \$35k to \$4.5k; we have added a catwalk between the two reservoirs; with the original designer of Reservoir 3A as our Design Manager, we will provide intimate knowledge of the L-shaped reservoir and existing site that will be key in protecting and maintaining the reservoir in service during decommissioning and construction of the Upper Reservoir replacement.

Our schedule, while conservative, brings the project to a conclusion 2 months ahead of your funding requirement, but we can work with staff to provide a quicker submittal if needed.



2 - METHODOLOGY AND WORK PLAN

METHODOLOGY

This section describes our proposed methodology to complete the Upper Reservoir Replacement project, including identification of key issues and our proposed approach to addressing these issues.

KEY ISSUES

Our Project Team has recently completed the design of similar sized potable water tanks in California

and we have also recently completed storage tank alternative evaluations for Cities of Camarillo, Santa Paula, and South Pasadena where we compared above-grade steel to buried concrete.

The text that follows demonstrates that we have a good understanding of the key issues associated with your project and the experience and expertise to address these issues.



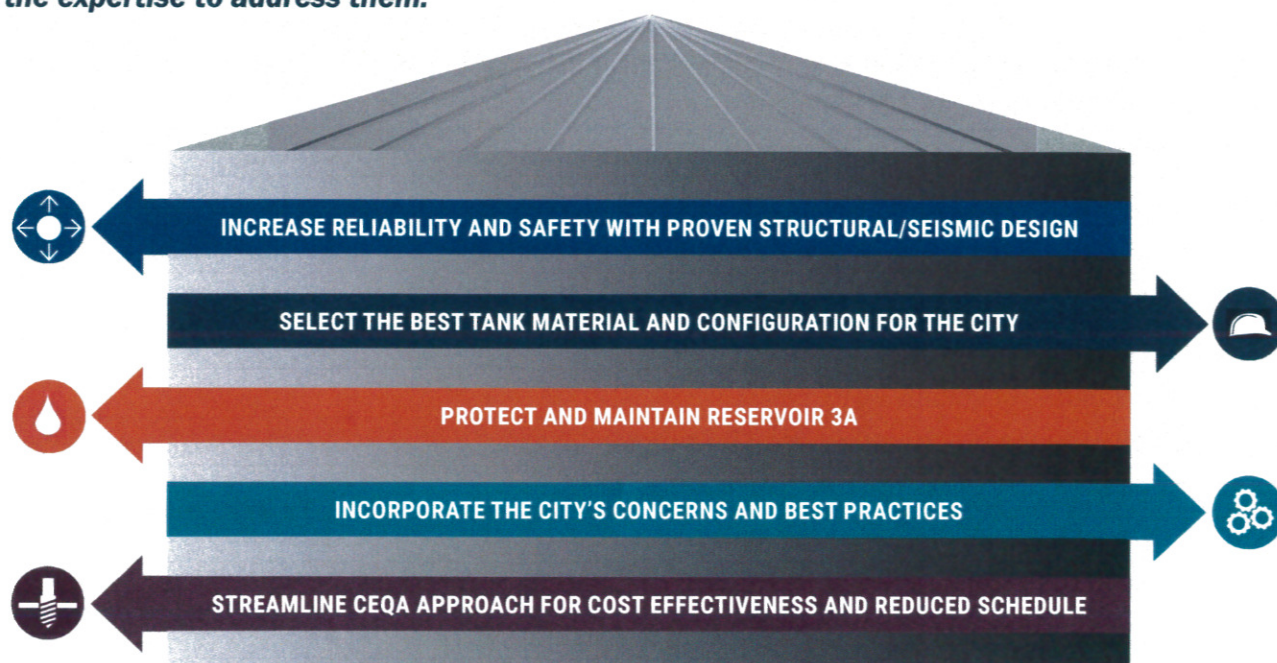
KEY ISSUE: INCREASE RELIABILITY AND SAFETY WITH PROVEN STRUCTURAL/SEISMIC DESIGN

A successful approach to the structural design of the Upper Reservoir replacement must satisfy the following goals and objectives:

RELIABILITY AND DURABILITY:	O&M ACCESS AND SAFETY
The structure must be designed in accordance with adopted building codes and national standards for water containment structures to provide reliable storage over the life of the facility.	The storage tank must be designed to provide safe access for operation and maintenance personnel for regular cleaning, inspection, and routine maintenance activities.
The structure must be designed to withstand the strong ground motion and other site hazards the structure will be exposed to over the life of the facility.	
The structure must provide containment of the water supply with tightness meeting or exceeding currently adopted national standards for water containment facilities. The structure including the roof must provide protection from contamination, evaporation, and temperature fluctuation.	

KEY ISSUES

Our experience not only gives us a good understanding of the key issues associated with your project, but the expertise to address them.



2 - METHODOLOGY AND WORK PLAN

Design Exceeding Building Code and National Standards Provides Reliability and Minimal Maintenance Along With Long-Term Storage

Following review of existing documentation and preparation of preliminary geotechnical recommendations, the preliminary design criteria for the storage tank will be prepared and submitted to the City. The preliminary design criteria will be developed based on information contained in the applicable building codes, consensus national standards for water storage structures, and experience with the design and construction of water storage structures.

Where necessary, the minimum standards contained in the building codes and national standards may be exceeded to provide a design exceeding the minimum service life, hence, providing the City with a structure requiring minimal maintenance over the life of the structure.

Summarized below in **Table 1** are the significant codes and standards that would be utilized in the preparation of the construction drawings and specifications for a cast-in-place concrete or prestressed concrete storage tank.

Designed to Withstand Strong Ground Motion and Other Site Hazards

Seismic design of the storage tank will be in accordance with the seismic provisions of the 2016 California Building Code, ASCE 7-10 Section 15.7, and ACI 350-06. Our approach will also include establishing site specific seismic design criteria for the proposed reservoir that are intended to provide greater reliability than would be obtained by strict application of codes and other standards.



Our team is experienced in designing reservoirs in high seismic regions. Harry Tracy Reservoir (15 MG) is constructed 1,000 feet from San Andreas Fault and Garfield Reservoir (6.5 MG) in South Pasadena is constructed 100 feet from the active Raymond Fault. Both sites have design ground accelerations that are among the highest in California.

TABLE 1: SIGNIFICANT CODES AND STANDARDS

2016 California Building Code, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2 of Part 2, based on the 2015 International Building Code
ASCE 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures, Standard by American Society of Civil Engineers
ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary, an ACI Standard
ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Containment Structures and Commentary, an ACI Standard
ACI 350.3-06 Seismic Design of Liquid-Containing Concrete Structures and Commentary
ACI 350.5-12 Specifications for Environmental Concrete Structures
ANSI/AWWA D110-13 – Wire- and Strand- Wound, Circular, Prestressed Concrete Water Tanks
ANSI/AWWA C652-02 – Standard for Disinfection of Water-Storage Facilities
Post Tensioning Manual, 6th Edition, 2006
PCI Design Handbook 7th Edition, 2010
AISC 360-10 Specification for Structural Steel Buildings
AISC 341-10 Seismic Provisions for Structural Steel Buildings
ANSI/AWS D1.1 – Structural Welding Code Steel
State of California Code of Regulations, Title 8, General Industry Safety Orders
OSHA – Occupational Safety and Health Standards, 29 CFR, Part 1910

2 - METHODOLOGY AND WORK PLAN

Design of submerged components shall be based on ASCE 7-10 Section 15.6.4. The determination of forces due to hydrodynamic effects is generally represented by an equivalent added mass of water and is amenable to static and response-spectrum procedures. For columns and other compression members, the component analysis should include secondary P-Delta forces caused by gravity and lateral loads. Components located just above fluid surfaces may be subject to damage due to sloshing and shall be investigated by rational methods.

Enhanced Prestressed Concrete Storage Tank Design to Improve Service Life

Our design approach to prestressed concrete water storage tanks incorporates many elements which have been found to significantly improve the serviceability and life of new prestressed structures.

Elements in the design and construction of the new structure include:

1. A strand-wound, Type I, cast-in-place concrete core wall with vertical pre-stressing.
2. Hot-dipped galvanized seven-wire, high-strength strand to reinforce the circumference.
3. Pinned anchored flexible joints at the top and bottom of walls.
4. Seismic cables in wall sleeves capable of permitting up to $\frac{3}{4}$ -inch of radial wall movement.
5. A two-way flat slab roof with columns.
6. Automated and continuous electronic control, monitoring, and recording of vertical and horizontal pre-stressing to 1.5% and shotcrete operations.
7. Automated shotcrete and plastic wrapping operations of the entire tank wall for shotcrete curing.

Options for increased durability include:

OPTION 1

The addition of a galvanized steel diaphragm on the core wall exterior to provide a continuous membrane minimizing leakage through the core wall.

OPTION 2

The addition of injectable waterstops in the horizontal construction joint between the floor and the wall and the vertical construction joints in the core wall segments.

OPTION 3

Increasing the minimum cover of shotcrete over final strand from $1\frac{1}{2}$ to 2 inches.

Containment with Tightness Meeting or Exceeding National Standards

A concrete water containment structure designed in accordance with ACI 350.1-10 Specifications for Tightness Testing of Environmental Engineering Concrete Containment Structures would have a standard acceptable leakage of 0.05% to 0.075% of the tank capacity for a period of 24 hours.

Our approach will include presenting the City with a design that can provide a higher standard of 0.025% through using shrinkage compensating cement and minimizing construction joints.

Alternatively, if the City selects a water storage tank with no measurable loss, a structure could be designed and constructed using a liner placed on either the floor or the floors and walls.



KEY ISSUE: SELECTING THE BEST TANK MATERIAL AND CONFIGURATION FOR THE CITY

During the preliminary design phase, we will provide an alternatives analysis to confirm the most appropriate tank material and configuration for the reservoir site that meets the City's goals and objectives. Over many years and for many clients we have evaluated the selection of construction materials for water storage facilities comparing the costs and non-cost benefits and drawbacks associated with concrete versus welded steel construction. Some typical advantages and disadvantages of concrete tank and welded steel tank construction are provided on the next page.

Our extensive experience with design of welded steel, cast-in-place concrete and prestressed concrete reservoirs provides us the ability to confirm and evaluate alternatives with comparable service life and performance. This allows us to prepare cost comparisons for the City to confirm the alternative for best meeting your requirements.

2 - METHODOLOGY AND WORK PLAN

Typical Advantages of Concrete Tank Construction

- Depending on core wall type selection the initial construction cost of prestressed concrete tanks has been reduced significantly and can be nearly comparable to welded steel tank construction cost.
- When a present worth cost comparison of prestressed concrete tanks is performed for 50 years a comparison of maintenance costs can result in lower tank costs.
- Concrete tanks can be backfilled at little extra expense.
- Concrete tanks rarely require shutdown for re-coating operations.
- Concrete tanks are typically a better insulator of the tank contents.
- Concrete tanks require little or no maintenance of tank exterior.
- The roofs of concrete tanks typically have a higher load rating than the roofs of steel tanks.
- A concrete tank with a flat roof may have a slightly lower profile than a welded steel tank.

Typical Drawbacks of Concrete Tank Construction

- Exposed concrete roofs are vulnerable to significant temperature differentials which can lead to expansion and contraction of the concrete over the life of the structure contributing to cracks in the concrete roof. Given the relative small diameter of the proposed reservoir, roofing membranes guaranteeing leak free roof construction for 50 or more years are likely not necessary.
- Concrete tanks can have several hundred feet of floor and wall joints with waterstop construction which can be vulnerable to leakage if good construction and inspection are not followed during placement of concrete. This will result in a minimal acceptable leakage for concrete tanks as well as, typically, the installation of an underdrain system for the monitoring of any leakage through the floor of the tank.

Typical Advantages of Welded Steel Tank Construction

- Welded steel tanks provide the assurance of 100% leak tight construction due to fully welded floor and wall plates.
- Welded steel tanks offer the advantage of pro-



Early development and identification of alternative approaches will facilitate stakeholder discussions and decisions on key design criteria including reservoir configuration, and size and type of construction.

tective coatings application in a factory-controlled environment.

- Welded joints in floor and wall plates are afforded continuous inspection for leak free construction.
- Welded steel tanks have a zero-leakage allowance.
- Welded steel tanks are typically relatively easy to modify in the future if additional piping nozzles are required for added connections to the tank.
- Welded steel tanks in 1 MG storage capacity size will almost always have a lower initial construction cost.

Typical Drawbacks of Welded Steel Tank Construction

- Exterior surface of steel tanks is vulnerable to vandalism due to damage of the protective coatings systems.
- Steel tanks will require an initial cost of retaining wall construction if site grades require excavating for steel tank construction.
- The freeboard (sloshing) allowance for a welded steel tank is typically larger than for a concrete tank resulting in a higher structure which might adversely impact adjacent properties.

While both construction materials may appear interchangeable, site conditions including geology and grading will typically lead an Owner and Design team to a preferred alternative. Based on our preliminary analysis, a concrete reservoir may have significant advantages over a welded steel tank at this site. See discussion on the next page for protecting and maintaining Reservoir 3A.

2 - METHODOLOGY AND WORK PLAN



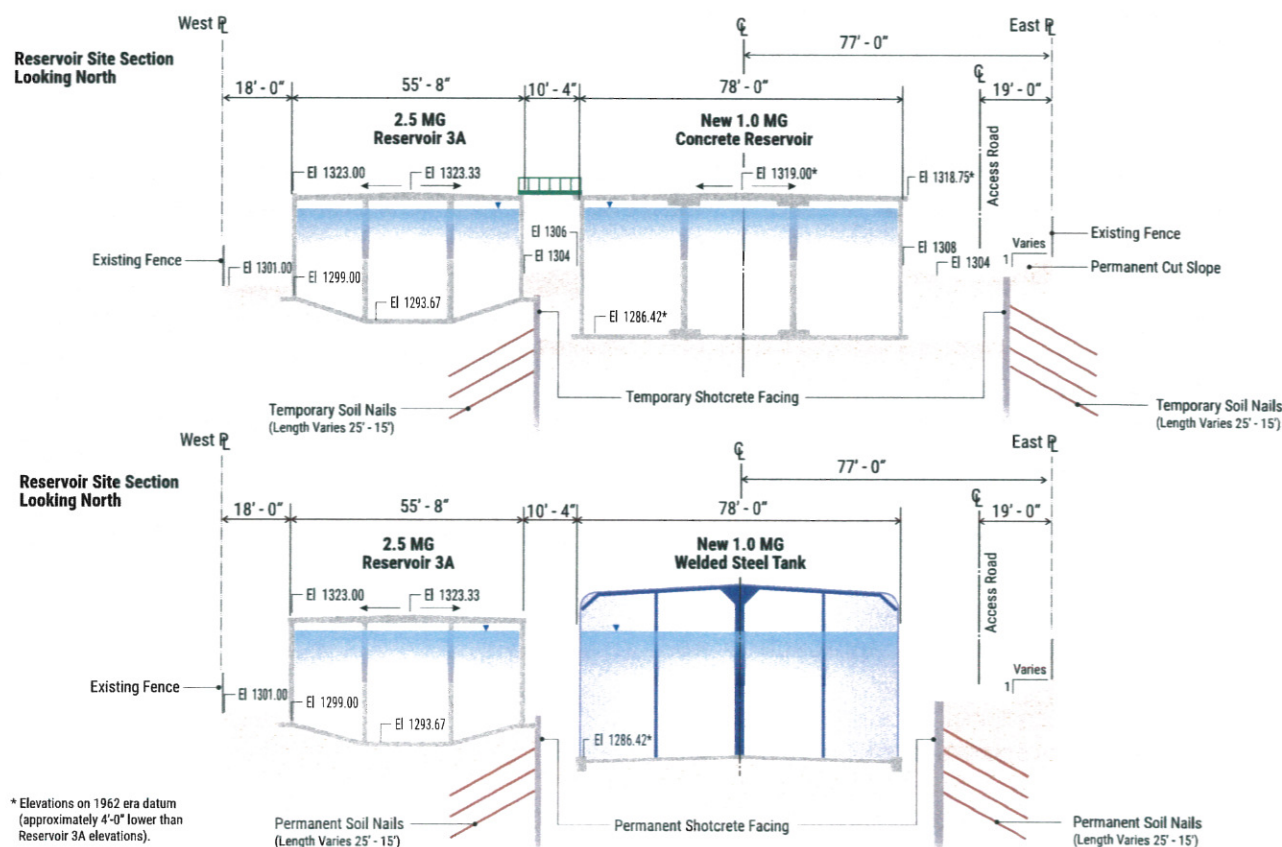
KEY ISSUE: PROTECT AND MAINTAIN RESERVOIR 3A

The existing Upper Reservoir is 78-feet in outside diameter with foundations to EL. 1284.75 and back-filled around with existing grades varying from a high point of EL. 1310.00 on the north side to a low point of EL. 1300.00 on the south side (adjacent Foothill Blvd) of the site. The existing Reservoir 3A is adjacent to Upper Reservoir on the north and west sides and has perimeter wall footings founded at EL. 1297.67 on both sides. Reservoir 3A has a hopper bottom which relies on the support of the subgrade materials to maintain the bearing of the concrete membrane floor slab-on-grade with the floor slab sloping to a bottom EL. 1293.17. On the south side of the "L" shaped Reservoir 3A is an outlet drain sump with bottom founded at EL. 1285.58.

The City has a construction requirement to maintain continuous operation of Reservoir 3A during the excavation, demolition and construction of the replacement 1.0 MG Upper Reservoir. In order to maintain the 1.0 MG storage capacity of the replacement reservoir within the approximately 78'-0" diameter

footprint of the existing reservoir, the replacement reservoir will have to be founded near approximately EL. 1284.75. Without first installing an excavation support system, excavating to EL. 1284.75 would undermine the continuous wall footing and sloping membrane floor slab of Reservoir 3A. In order to protect and maintain Reservoir 3A, it is recommended that the selection and design of the excavation support system on the two sides adjacent to Reservoir 3A be rigid to limit deflection of the exposed face and settlement of the earth subgrade materials, which will prevent leakage from the floor. The selection of H-piles with timber lagging or soil nails with shotcrete facing is typically suitable for temporary excavation support systems; however, for permanent excavation support systems or rigid excavation support systems that limit deflection, an and internally braced excavation support system may be necessary. A comparison of the excavation support systems required for each tank material is shown in **Figure 1** below.

FIGURE 1: Significant Permanent Excavation Support System is Required for Steel Tank Construction Compared to Concrete Tank Construction. Catwalk May Not be Possible for Steel Tank due to Height Requirement.



2 - METHODOLOGY AND WORK PLAN

In addition, either for a temporary or permanent excavation support system, the excavation support system will have to be designed to remain rigid and limit deflection during a seismic event to prevent settlement of the perimeter wall footing and sloping concrete membrane floor slab, which will prevent leakage from Reservoir 3A during construction.

Depending on the selection of materials, welded steel versus prestressed concrete, the wall of the new reservoir will either have to be left exposed to the floor level or can be backfilled or differentially backfilled to restore grades and drainage paths back to the preconstruction elevations. In order to protect the long-term structural integrity of Reservoir 3A it is recommended that a concrete reservoir be constructed at the replacement reservoir.

Only a concrete reservoir with backfilled perimeter walls will be able to provide assurance that long term deflection of the exposed wall face will not result in settlement beneath the wall footings and sloping membrane floor of Reservoir 3A.

While a welded steel tank with permanent retaining walls could offer initial construction costs savings over the concrete reservoir, the need to maintain the exposed walls of a welded steel reservoir will require extensive re-design of the site grading and drainage because the welded steel tank constructed with a bottom at EL. 1284.75 will result in a permanent excavation in the middle of the site requiring dewatering and possibly a storm drain pump station depending on elevations of the adjacent storm drain facilities.



KEY ISSUE: RESERVOIR DESIGN WILL INCORPORATE STAFF'S CONCERNS AND IDEAS

During the preliminary design we will work together with the City to present the design approach to staff and enhance their understanding of the structure and facility design for engineering, maintenance, and operations.

Based on our experience, we will also facilitate early discussions on the details of the design, including structure connections to the new pipelines, water quality, details of structure elements, structure appurtenances including inlet, outlet, overflow, wash

down piping, water level monitoring, water quality sampling, roof openings and hatches, ventilation, stairs and ladders, guardrails, power and lighting, instrumentation and SCADA. This will enhance stakeholder participation and buy-in early, thus avoiding surprises at the later stages of design or during construction. **Figure 2**, showing several proposed features suggested by City staff, is provided on the following page.



KEY ISSUE: STREAMLINE CEQA APPROACH FOR COST EFFECTIVENESS AND REDUCED SCHEDULE

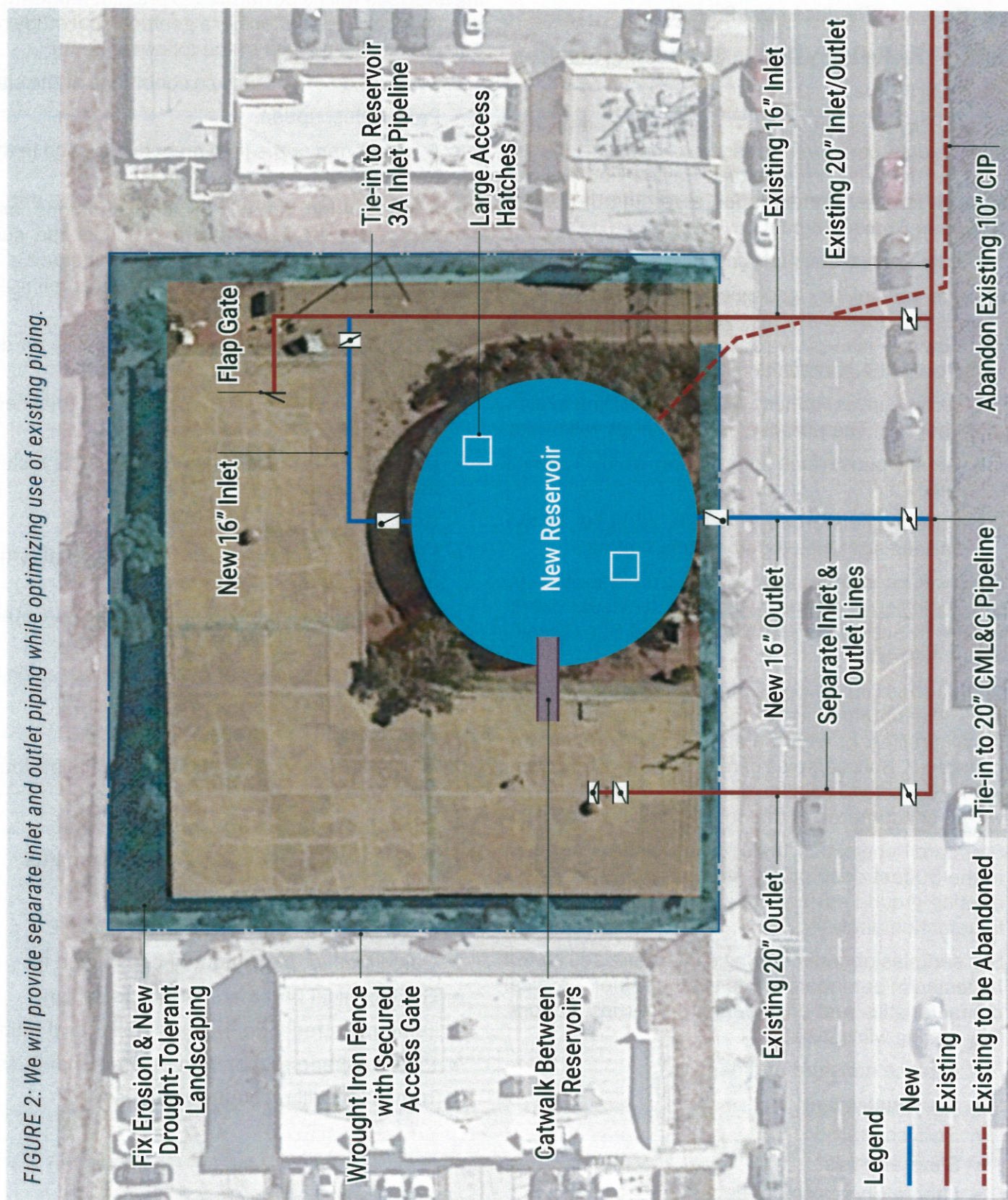
The Project Team has enlisted Tom Dodson & Associates to provide CEQA support services. The City has assumed that an Initial Study (IS) leading to a Negative Declaration (ND) should be assumed for CEQA compliance. To prepare an IS, the new CEQA Environmental Checklist Form needs to be utilized, which requires addressing a total of 21 issues, including two new issues: Energy and Wildfires.

Based on our experience with replacing an existing reservoir, we recommend adoption of a Categorical Exemption, Class 1 or Class 2 (existing facility or replacement, respectively). If this approach is accepted by the City, our team can prepare a Notice of Exemption with a much smaller budget than what would be required for preparation of an IS and **the CEQA process can be completed within a month of submitting the draft Preliminary Design Report.**

The Project Team understands the importance of having strong environmental documentation, permitting, and community outreach.

Between our core Project Team and our two key subconsultants (Tom Dodson & Associates and DePinto Morales), we believe we can address all environmental and community questions for the project.

2 - METHODOLOGY AND WORK PLAN



2 - METHODOLOGY AND WORK PLAN

WORK PLAN

This section describes our scope of work for the Upper Reservoir Replacement Project.

Task 1 - Preliminary Design Engineering Services

1.1 - Data Review

Review City's existing data, reports, record drawings and studies concerning reservoir location, design, construction and other issues. Review and provide findings in a recommendation regarding the Upper Reservoir Replacement.

1.2 - Geotechnical Investigation

Prepare preliminary geological, soils, and seismic studies to address relevant geology, seismicity, and groundwater issues. A report will be prepared to summarize the geotechnical investigation.

The surface investigation will include drilling exploratory borings. The purpose of the borings will be to:

- Obtain subsurface information at the project site.
- Collect undisturbed and bulk samples of the various soil types for laboratory testing.

Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at five-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

Standard Penetration Tests (SPTs) will be conducted in the 50-foot deep boring starting at 20 feet below existing ground surface for seismic settlement and liquefaction analysis.

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing will consist of:

- In-place moisture and density.
- Sand equivalent.
- Soils corrosivity.
- Sieve analysis.
- Laboratory maximum density.
- Direct shear.
- Collapse.

Data obtained from the exploratory borings and laboratory testing program will be evaluated. Engineering analyses will be performed to present foundation design recommendations in a geotechnical study report, which will consist of the following items:

- Description of the surface conditions at the site.
- Project description.
- A description of the field procedures used in the investigation.
- A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the boring and sampling locations, and groundwater level.
- Depth to groundwater and the necessity for dewatering during construction.
- Existing pavement and base material thickness (if encountered).
- Discussion on the laboratory test results including soils corrosivity.
- Geology and faulting relative to the site.
- Seismic coefficients based on 2016 California Building Code.
- Evaluation of liquefaction potential and other secondary effects of earthquakes.
- Coefficients of internal friction and cohesion of in-situ undisturbed soils.
- Lateral earth pressures.
- Allowable soil bearing capacity for shallow foundation design.
- Minimum footing embedment.
- Total and differential settlement estimates.
- Remedial grading recommendations.
- Suitability of on-site material for backfill.
- Guidelines for placement of compacted fill.
- Geotechnical parameters for pipe design.
- Temporary trench wall slope stability evaluation.
- Pipe subgrade preparation recommendations.
- Trench backfill recommendations.

2 - METHODOLOGY AND WORK PLAN

1.3 - Utility Research

Research and identify the location of all underground utilities on the project site and immediate vicinity of the proposed facilities and appurtenances. Information such as material, size, depth, and horizontal location of all facilities shall be clearly identified on the topographic, demolition and construction drawings.

1.4 - Topographic Survey

Provide topographic mapping of the project site and immediate vicinity by land surveying, aerial photogrammetric and other measures necessary for reservoir design, along with horizontal and vertical control.

Topographic mapping shall extend for full street right-of-way width on streets adjoining the project site, and 50-feet beyond the project site property lines that do not adjoin a public roadway. Record all features including water facilities, sanitary sewer, storm drain, power poles, driveways, fences, and bushes.

1.5 - Fire Flow Storage Analysis

A storage evaluation will be provided to determine if there is sufficient storage available to meet fire flow needs with the Upper Reservoir out of commission during construction. The storage evaluation will be based on existing demands, which will be calculated by evaluating meter data provided by the City. Storage criteria, such as operational, emergency, and fire flow requirements, will be defined in conjunction with City staff. Fire flow storage sufficiency will be evaluated based on the storage criteria and available storage.

1.6 - Landscape and Irrigation Design

A landscape and irrigation design will be provided based on the City's desire for drought-tolerant low-maintenance plants at the reservoir site. The existing trees will remain on site. The design drawings and specifications will consist of an irrigation plan with irrigation system layout, irrigation legend, notes, and details; planting with call-outs, and plant list, notes, and details.

1.7 - Reservoir Alternatives Analysis

An alternatives analysis will be provided for comparison of reservoir materials and construction methods. Cast-in-place concrete, pre-stressed concrete, and welded steel reservoir design concepts will be evaluated with life cycle costs and non-cost parameters utilizing a weighted-criteria ranking analysis.

The analysis will yield a reservoir design concept recommendation for incorporation with the preliminary design.

1.8 - Draft Preliminary Design Report (PDR) Preparation

Prepare a detailed PDR that can be construed as 30% design effort and shall include scaled exhibits and drawings. The PDR will consist of the following:

- Site considerations.
- Location of existing reservoirs on the property.
- Location of other existing facilities on the property.
- Hydraulic analysis.
- Maximum possible storage capacity of the site.
- Integration of proposed Upper Reservoir and other potential storage facilities.
- Location of other proposed potential facilities, including booster pumps currently onsite and an evaluation of their current condition.
- New on-site piping configurations.
- Geotechnical considerations.
- Civil design considerations.
- Grading and landscaping.
- Construction staging area and access.
- Protection of existing facilities.
- Community impacts and traffic analysis.
- Reservoir piping including inlet/outlet, drainage, and overflow.
- Off-site piping.
- Structural design.
- Reservoir telemetry, SCADA & instrumentation.
- Photorealistic color renderings of the site with the proposed reservoir.
- Reservoir design considerations including entry/exit, water quality control, ventilation, security, maintenance, and other issues.
- Preparation of a Class 4 Opinion of Probable Construction Cost.
- Design and construction schedule.
- Submit five (5) copies of the draft PDR for City staff review and comments, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).

2 - METHODOLOGY AND WORK PLAN

1.9 - Final PDR Preparation

Prepare final PDR based on the City's review of the draft PDR.

Submit five (5) copies of the final PDR, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).

Task 2 - Final Design Engineering Services

The final design engineering services is based on designing a 1-MG prestressed concrete reservoir. The scope of work and fee estimate are based on the following assumptions:

- Permanent retaining walls are not required.
- Drought-tolerant landscaping will be provided.
- Existing LADWP power service is adequate.
- Existing Reservoir 3A service, MCC, and telemetry panels will not be replaced.
- Demolition and replacement of existing overflow structure and associated level sensor will be provided.
- Existing 48-inch collector manhole will be protected in place.
- Existing conduit run in access road to service, MCC, and telemetry panels will be protected in place.
- A preliminary drawing list that is provided in Appendix A of the proposal.

2.1 - 60% Design Documents

- Prepare 60%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- 60%-level plans and specifications for aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide a Class 3 Opinion of Probable Construction Cost based on the 60%-level design documents
- Prepare recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.

- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.

Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

2.2 - 90% Design Documents

- Prepare 90%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- 90%-level plans and specifications for aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide an updated Class 2 Opinion of Probable Construction Cost based on the 60%-level design documents
- Prepare an updated recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.
- Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

2.3 - 100% Design Documents

- Prepare 100%-level construction drawings and specifications including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control for contract bidding.
- 100%-level plans and specifications for all aspects of the project shall be submitted, including: water reservoir, relocation of on-site utilities, appurtenances, power poles, and other structures; and grading plans.
- Provide an updated Class 2 Opinion of Probable Construction Cost based on the 60%-level

2 - METHODOLOGY AND WORK PLAN

design documents.

- Prepare an updated recommended construction completion schedule including key milestones for the construction progress.
- Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in AutoCAD format acceptable to the City.
- Provide to the City, a flash drive containing the electronic files in PDF of all the project documents for reproduction and distribution purposes.

2.4 - Traffic Control Plans

- Since the site is located within the City of Los Angeles, we anticipate the traffic control design format and standards shall conform to LADOT guidelines. The plans will be coordinated with LADOT staff and submitted for B-Permit processing.
- Two (2) traffic control plan sheets and typical details, in AutoCad format and at a scale of 1"=40', illustrating the plan view of the proposed traffic control design for construction activities within the street right-of-way adjacent to the site will be provided. The traffic control design will be based on existing conditions and the proposed improvements within public street limits.

1.5 - Public Outreach

- Attend up to three (3) community meetings; prepare presentation material such as PowerPoint and displays to assist City addressing community issues.
- Create public information materials including PowerPoint presentation, fact sheet with renderings, benefits statement, maps, translations, printing.

2.6 - Permitting Support

Submit Plans and Specifications to the following agencies for review:

- City of San Fernando Building Department
- City of Los Angeles Building Department
- SWRCB, Division of Drinking Water

It is assumed that two submittals will be required for

each agency. JRC/KJ will address comments from the reviewing agencies.

It is assumed that the City will pay for any permit fees.

2.7 - CEQA Support

Based on our understanding of the project, it appears an Initial Study and Negative Declaration is not required for CEQA compliance. Based on the project concept of replacing the existing reservoir in-kind, a Categorical Exemption, Class 1 or Class 2 will be prepared to meet CEQA compliance.

2.8 - Bidding Support

- Attendance at the Pre-Bid Meeting with General Contractors.
- Preparation of up to six (6) responses to Contractor inquiries during bidding.
- Preparation of up to two (2) Addenda to the final Contract Documents.
- Preparation of Conformed Drawings.
- Attendance at the Bid Opening.
- Assistance in the evaluation of bids and the award recommendation.

Task 3 - Engineering Services During Construction

The following services shall be provided after award of the project, during the construction period. It is assumed that the construction period will be 12 months.

3.1 - RFI Responses

- Provide up to twenty (20) responses for Requests for Information (RFI). Assist in the correct interpretation of the plans and specifications, including the preparation of engineering details and sketches, if required for clarification.

3.2 - Submittal Reviews

- Review up to forty (40) original and twenty (20) resubmittal shop drawings and working drawings of manufacturers and constructors for substantial conformity with the contract plans and specifications.

3.3 - Contractor Payment Evaluations

- Review up to twelve (12) estimates of progress and final payments, submitted by the contractor, and forward recommended payment to City staff for payment by the City's Finance Department.

SECTION # | SECTION TITLE**3.4 - Meetings and Site Visits**

- Schedule and chair a pre-construction meeting with the contractor, City staff, and consultant staff for the project.
- Forty (40) weekly visits by the Project Engineer to the project site during the active construction period.
- Three (3) site visits by the Structural Engineer to the project site
- Final inspection by the Project Engineer.

3.5 - Record Drawings

- Prepare revisions/corrections of plans to reflect any changed conditions during construction for the record drawings.
- Prepare Record Drawings in AutoCAD version 2008 format.
- Prepare one (1) hard copy set and PDF of the Record Drawings.

3.6 - Public Outreach

- Develop and maintain an informational website about the project construction, including site pictures, project schedule, and detour information for 12 months.

Task 4 - Project Management and Meetings**4.1 - Project Management & Administration**

- Provide project management and administration, consisting of team coordination, City communication, budget tracking, schedule tracking, and invoicing. It is assumed the project duration is thirty (30) months.
- Submit Monthly Progress Reports to include budget status per task, work completed and work to be completed in next thirty (30) days. It is assumed seventeen (17) monthly progress reports will be prepared.

4.2 - Meetings

- Attend a kickoff meeting with the City to discuss the goals and objectives for the project
- Conduct monthly project team meetings to include City and key sub consultants during preliminary and final design phases of the project. Prepare meeting minutes. It is assumed sixteen (16) monthly project team meetings will be provided. It is assumed design review meetings will be incorporated with the monthly team meetings.

4.3 - QA/QC

- Submit Quality Control and Quality Assurance Plan for City review and approval.
- Submit a detailed construction Quality Control and Quality Assurance Plan for City review and approval.
- Provide quality reviews for project deliverables in accordance with Kennedy Jenks' QA/QC program.
- Provide internal project initiation meeting and concept & criteria review to review the project work plan and initial project concepts.

3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

DEMONSTRATED EXPERTISE IN RESERVOIRS

Our reservoir design experience includes steel tanks and concrete reservoirs (cast-in-place and pre-stressed). We provide the gamut of services for reservoir design projects, including siting evaluations and studies, pumping and distribution facilities, water quality and mixing systems, seismic retrofitting and resilience, telemetry and controls, regulatory agency coordination, public outreach, and construction management.



1.0
billion gallons in
drinking water
storage

100
new concrete
water storage
tanks

380
new welded steel
water storage
tanks

Map of Reservoirs in California

The JRC/Kennedy Jenks team will leverage our experience on similar projects to avoid learning curves and focus on solving your technical needs. Our relevant experience will foster sound, tailored engineering solutions meeting the needs of your reservoir.

SIMILAR PROJECTS FROM PAST 5 YEARS

CLIENT	PROJECT	SIZE	CONSTRUCTION COST	COMPLETION DATE
City of South Pasadena	Garfield Reservoir Replacement	6.5 MG	\$19 M	2018
City of Santa Paula	Mesa Reservoir Replacement	0.6 MG	est. \$1.5 M	Design 2019
Eastern Municipal Water District	Daily II Reservoir	2.0 MG	\$3M	2015
San Diego County Water Authority	Mission Trails Flow Regulatory Structure	5 MG	est. \$23 M	Design 2019
San Francisco Public Utilities Commission	Harry Tracy WTP Treated Water Reservoir	11 MG	\$53 M	2017
Antelope Valley-East Kern Water Agency	Westside Water Bank Tank 2	4 MG	\$2M	2016
Santa Clarita Valley Water Agency	Cherry Willow Recycled Water Tank	1 MG	est. \$4 M	Design 2018

3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

GARFIELD RESERVOIR REPLACEMENT PROJECT

CITY OF SOUTH PASADENA | SOUTH PASADENA, CA



Completion Date: 2018

Total Project Cost: \$19 M

Project Highlights

- Replacement of the City of South Pasadena's largest storage reservoir
- New cast-in-place structure
- Residential neighborhood

Kennedy Jenks was retained by the City of South Pasadena (City) for preliminary and final design for replacement of the Garfield Reservoir and Pump Station. The project consisted of analyzing six alternate reservoir and pumping configurations during the preliminary design stage. This project also consisted of replacing the City's largest storage reservoir with a cast-in-place structure having a capacity of 6.5 MG.

In addition to replacement of the reservoir, the project included replacement of the existing 2,500 gallon per minute booster station and addition of a on-site chlorination system. The pump station was equipped with two 50 HP and one 100 HP vertical turbine pumps. The site was in a residential neighborhood and the design required landscaping and noise analysis.

The design also included permanent treatment of site stormwater runoff prior to discharging to a flood control channel. The project team used a workshop format at every design milestone to obtain input/feedback from key stakeholders throughout the project.

MESA RESERVOIR REPLACEMENT

CITY OF SANTA PAULA | SANTA PAULA, CA



Completion Date: Design 2019, Construction 2020

Total Project Cost: est. \$1.5 M

Project Highlights

- Site constraints
- Evaluation of tank material options
- Tank configuration alternatives

Kennedy Jenks is designing the Mesa Reservoir Replacement Project which consists of twin 300,000 gallon potable water storage reservoirs (0.6 MG total storage). The existing Mesa Tanks were constructed in the 1960s and each have nominal capacity of 0.21 MG.

Prior to commencing final design, Kennedy Jenks performed a feasibility study that investigated tank construction/material types, configuration alternatives, location and cost. Tank construction alternatives consisted of partially buried prestressed concrete, rectangular cast-in-place concrete and above-grade welded steel tank construction. The alternatives were evaluated based on available space to determine the best option for the City at this particular location.

The Mesa Tank site is constrained and located on a 2:1 hillside abutting the County of Ventura and City limits. Other considerations included providing temporary storage tanks during construction, permitting requirements, maintenance considerations, water quality, constructability, cost, environmental impacts, land acquisition, traffic impacts, grading and geotechnical considerations.

3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

DAILY II RESERVOIR

EASTERN MUNICIPAL WATER DISTRICT, CA



Completion Date: 2015

Total Project Cost: \$3M

Project Highlights

- Public outreach including providing 3-D renderings
- Hydraulic analysis of the pressure zone pipeline sizing, and tank sizing

The District's Daily Pressure Zone was deficient in operational and fire flow storage. The Daily Tank provided a total storage volume of only 0.21 MG while 2.1 MG was required to meet existing system demands, operational storage, and fire flow requirements.

Three separate studies were prepared analyzing the storage requirements for the Daily Pressure Zone. The first study identified storage deficiencies and recommended a 2.0 MG storage tank and 24-inch diameter inlet/outlet pipeline.

Five alternative site locations were evaluated with the recommended site location immediately east of the existing tank site. The design included separate inlet and outlet pipelines and an altitude valve and by-pass vault. An emergency overflow pond was also included and sized to include the ability to drain the bottom 2 feet of storage.

MISSION TRAILS FLOW REGULATORY STRUCTURE

SAN DIEGO COUNTY WATER AUTHORITY | SAN DIEGO, CA



Completion Date: Design 2019

Total Project Cost: \$23M

Project Highlights

- New 5 MG Reservoir
- CEQA documents

The Mission Trails suite of projects is a proposed set of improvements to the untreated water conveyance portions of the Second Aqueduct in and around Mission Trails Regional Park. In 2010, the Water Authority constructed two separate tunnel sections as part of the Mission Trails Pipeline Tunnel project. The Mission Trails Flow Regulatory Structure II will be located in between the two sections of the tunnel. Currently, the tunnel is neither connected to the Second Aqueduct nor is it continuous through its two sections.

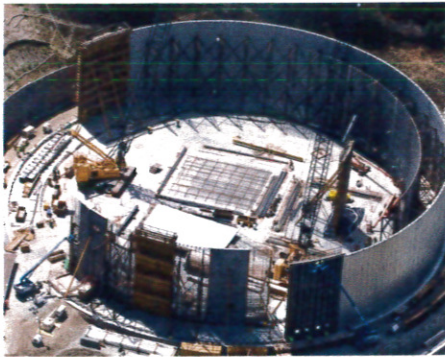
Kennedy Jenks is providing structural design for a new five million gallon Mission Trails Flow Regulatory Structure II, new flow control facility, pipeline connections, and demolition of eight existing vent structures in Mission Trails Regional Park.

Kennedy Jenks is designing a concrete emergency storage basin using structural analysis software and developed contract drawings, prepared project design specifications, and attended client meetings.

3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

HARRY TRACY WTP TREATED WATER RESERVOIR

SAN FRANCISCO PUBLIC UTILITIES COMMISSION | SAN FRANCISCO, CA



Completion Date: 2017

Total Project Cost: \$53M

Project Highlights

- 2017 ACEC award winning 240-foot-diameter circular tank with 46-foot water depth and supported on over 800 driven non-displacement steel H-piles located 1,000 feet from the San Andreas Fault

The 11 MG reservoir is a complex structure involving two tanks consisting of a chlorine contact tank for water treatment, constructed around a treated water storage reservoir. The inner wall of the operational storage reservoir consists of cast-in-place concrete wall with non-prestressed reinforcement and vertical post-tensioning tendons, while the outer wall of the chlorine contact tank is a strand-wound circular pre-stressed concrete tank with a cast-in-place concrete core with vertical prestressed reinforcement.

Design challenges included the location of the reservoir at a site with limited space, situated near the San Andreas and Serra Faults. The reservoir is designed to sit above a stepped excavation of partial cut into a hillside and partial fill, which resulted in a potential for differential settlement. In response, the reservoir is placed above approximately 800 H-piles driven to depths between 20 and 60-feet, which support the reservoir and resist gravity and lateral loads, including seismic and wind loads.

A soil nail retaining wall is located directly uphill of the reservoir to support the cut face of the existing hillside, rising up to 65-feet tall, and supported by approximately 1,000 soil nails up to 70-feet long. The soil nail wall is tied into an adjacent soldier pile wall.

WESTSIDE WATER BANK - TANK 2

ANTELOPE VALLEY-EAST KERN WATER AGENCY | PALMDALE, CA



Completion Date: 2016

Total Project Cost: \$2M

Project Highlights

- Hydraulics, geotechnical, and hydrogeology evaluations and analyses
- Control strategy and operations plan
- Coordination with DDW for operating permit amendments

Antelope Valley-East Kern Water Agency (AVEK) implemented Phases 1 and 2 of an \$80 million water banking program with a twofold objective: (1) water supply stabilization, and (2) regulatory compliance with the Stage 2 Disinfectants/Disinfection Byproducts (D/DBP) Rule. The Westside Water Bank was constructed on a 1,475-acre agricultural property and the groundwater production is delivered to a central treatment facility with two 4 MG above ground steel tanks for chlorine disinfection and CT compliance.

- Phase 1 (completed in 2013) included over-excavated the site and compacted for the construction of both 4 MG steel tanks; however, only the first tank was constructed under Phase 1.
- Phase 2 (completed in 2016) included drilling and equipping of an additional two potable recovery wells and construction of the second 4 MG steel tank (completed in 2016). Kennedy Jenks performed the design, bid assistance, and construction support services.

3 - EXPERIENCE AND QUALIFICATIONS OF FIRM

CHERRY WILLOW RECYCLED WATER AUTHORITY

SANTA CLARITA VALLEY WATER AGENCY | SANTA CLARITA, CA



Completion Date: Design 2018;
Construction 2019

Total Project Cost: est. \$4M

Project Highlights

- Tank volume and configuration alternatives evaluation
- Grant funded project
- Exterior spiral staircase for access
- Tank overflow basin included to meet discharge requirements sizing

Kennedy Jenks provided a PDR for the Recycled Water System Phase 2B. SCVWA is seeking to expand their existing recycled water system to offset potable water demands and improve water supply reliability. The PDR provided an evaluation of opportunities and design considerations to develop Phase 2B of the recycled water system.

Kennedy Jenks has completed preliminary and final design. The proposed welded steel tank will be designed to hold up to 1.0 MG of recycled water. Kennedy Jenks prepared preliminary layouts and performed tank aspect ratio (diameter vs depth) analysis to determine optimal design/capacity to provide 0.8 MG, usable storage tank within the given site constraints. Tank design will consider freeboard requirements in the analysis, and structural design alternatives (e.g., shell thickness) to address sloshing in a seismic event.

The tank will be equipped with remote monitoring and controls for integration into SCVWA's SCADA System. The tank will be equipped with a SolarBee mixer. The tank will be equipped with exterior spiral staircase for access to the roof. The tank will include protective coatings, interior and exterior to prevent corrosion.

ADDITIONAL SIMILAR PROJECTS

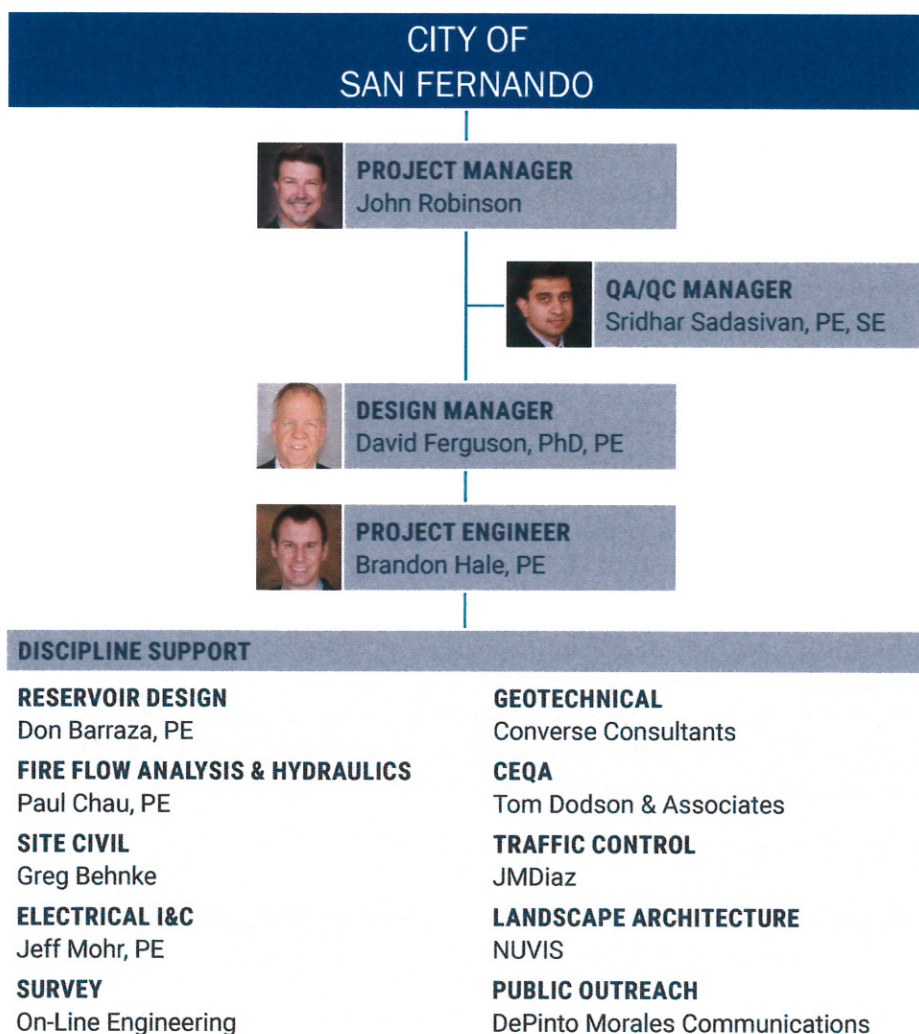
This table summarizes additional reservoir projects of similar nature to your project located in Southern California, demonstrating our team's comprehensive design experience in these areas.

CLIENT	PROJECT	SIZE
Ventura County Water Works District #1	Recycled Water Tank	1.5 MG
Ventura County Water Works District #19	538 Zone Tank	1.0 MG
City of Fillmore	Reservoir No. 3	3.0 MG
City of Simi Valley	Lower McCoy Reservoir	1.0 MG
City of San Buenaventura	View Park Tank	0.25 MG
City of San Buenaventura	430 Pressure Zone Reservoir	2 x 2.0 MG
City of Lompoc	4 MG Reservoir	4.0 MG
Glendale Water & Power	Chevy Chase 968 Reservoir	15 MG
Santa Clarita Valley Water Agency	Rio Vista Water Treatment Plant Reservoirs	2 x 15 MG
Kern County Water Agency	Henry Garnett Water Purification Plant Reservoirs	2 x 3.0 MG
Burbank Water & Power	Reservoir No. 1	9.5 MG
City of San Buenaventura	Bailey Water Conditioning Facility Reservoir	3.0 MG
City of Santa Monica	Arcadia WTP Reservoir Seismic Damage Evaluation	5.0 MG
Calleguas Municipal Water District	Lake Bard Water Filtration Plant Reservoirs	2 x 4.0 MG

4 - KEY PERSONNEL

LOCAL, RESPONSIVE DESIGN TEAM SUPPORTED BY NATIONALLY RECOGNIZED INDUSTRY EXPERTS

JRC/KJ has assembled a project team of in-house personnel with specialized and expert services to meet the scope of work identified. The City will benefit from our project team's significant expertise on similar projects. Our reputation for responsiveness has resulted in assignments for similar projects that have included studies, assessments, planning, design and construction support services for numerous clients. To accommodate this contract, the JRC/KJ team was crafted with flexibility, responsiveness, and dependability in mind.



EXPERIENCED AND COMMITTED TO PROJECT SUCCESS:

- JRC/KJ has developed streamlined, cost-effective, and clear methodologies to handle our projects.
- Our team of professionals understand how to work effectively with municipal staff to develop strategies and tools to achieve each assignment's goals, regardless of size, scope, budget, or schedule.
- With local leadership, continuity of project team members and a minimal learning curve due to geographic familiarity, our team is committed to successfully delivering this project on time and within budget. Our commitment is backed by our history of successful project execution and meeting our clients' needs.

100+

**COMBINED RESERVOIR
DESIGN PROJECTS
DELIVERED BY OUR KEY
STAFF**

Subconsultants

As shown on the organizational chart above, we have selected known and reputable subconsultants to assist in specialty technical areas to supplement our team where necessary. The majority of our subconsultants are local firms that provide direct knowledge and experience to the local conditions and issues.

4 - KEY PERSONNEL

A LOCAL PROJECT MANAGER YOU KNOW AND TRUST

**JOHN ROBINSON****PROJECT MANAGER****SKILL SET SUMMARY**

- Experienced in the planning, design and construction of over 25 potable and recycled water reservoirs in Southern California.
- Experienced in over 300 miles of design for new potable and recycled water pipeline.
- Provided environmental plan development and has been intimately involved with regulatory agencies with permitting jurisdiction over potable and recycled water facilities.

John has **26 years of experience** in the planning, design, and construction phases of civil and environmental engineering projects. He has completed preliminary and final design engineering of capital improvement projects, including cost estimates, reservoirs, booster pump stations, and pipelines for water and reclaimed water projects.

His experience includes construction-phase engineering services for many reservoir, pumping, and pipeline systems, and leading utility systems engineering services for several design/build infrastructure projects. He has managed many relevant projects, including the City of Beverly Hills Coldwater Canyon Reservoir replacement, Foothill Municipal Water District Reservoir Evaluations and Orange County Water District 6.0 MG Reservoir conversion.

John provides technical direction and project oversight for the development of public infrastructure that includes:

- Pipelines
- Pumping Stations
- Reservoirs
- Hydraulic Structures
- Recharge Basins
- Wells

His technical expertise ranges from master planning and program management to final design and construction implementation. As a project manager, he has on numerous occasions successfully led my project teams to complete the work within the project budgets and time schedules and with a high degree of responsiveness to the clients.

As Project Manager, John will proactively manage the project, provide scope, schedule, and budget monitoring, be responsible for staffing coordination and be available to meet with the City, facilitate workshops, and guide the high-level decisions. He understands that providing successful services on this project depends on the competence and capabilities of the team members and how they work together with the stakeholders.

RELEVANT PROJECT MANAGEMENT EXPERIENCE SUMMARY**Reservoir Replacement**

- *City of Beverly Hills*

- Design of an 8.21-MG buried prestressed concrete reservoir.
- Site constraints needed innovative design approaches, such as shoring methods to allow for the concrete casting of the reservoir structural elements without encroaching on the surrounding properties.
- Worked closely with the Beverly Hills Parks Department.

Reservoir Evaluations

- *Foothill Municipal Water District*

- Conducted a reservoir alternative evaluation consisting of:
 - » Modifications to existing
 - » Construct additional
 - » Tear down
 - » Lease capacity
 - » Construct interconnection

Reservoir Conversion

- *Orange County Water District*

- Modified an existing 6.0-MG potable water reservoir for reclaimed water storage.
- Design of a new pump station and modification of another pump station.
- Provided a surge analysis and report, computer hydraulic model (CyberNet 2.0), and update of model (CyberNet 3.0).

4 - KEY PERSONNEL



REGISTRATIONS

- Professional Civil Engineer, California
- Professional Structural Engineer, California

SRIDHAR SADASIVAN, PE, SE

QA/QC MANAGER



Sridhar has **16 years of practical, hands-on experience** in design and construction of potable water reservoirs. He has substantial experience with tank design and retrofits in similar seismic regions in Southern California, including projects with the Cities of South Pasadena, Glendale, and Burbank.

In addition, Sridhar is a senior Operations Director for Kennedy Jenks and has served as QA/QC reviewer for numerous water facility projects throughout the West Coast.

Sridhar will serve as QA/QC and lead a comprehensive review of project deliverables; he will dedicate his time to confirming that our QC program is followed and able to meet your needs and achieve your desired schedule.



REGISTRATIONS

- Professional Civil Engineer, California

DAVID FERGUSON, PhD, PE

DESIGN MANAGER



David has **39 years of practical, hands-on experience** in the planning, design, construction, and operation of water supply, infrastructure, and treatment projects. His background includes project and program management, as well as management of engineering and/or operations for three large water utilities in Southern California. David has been responsible for the evaluation and/or design of upgrades, rehabilitation, retrofit, and/or replacement for over 40 water treatment plants, 30 reservoirs, and 20 pumping stations for 15 different water utilities.

David, serving as Design Manager, will apply his decades of experience to support the City and team in project decision-making. He will guide the planning and design efforts that will result in an affordable water facility that will meet the City's long-term needs.



REGISTRATIONS

- Professional Civil Engineer, California

DON BARRAZA, PE

RESERVOIR DESIGN



Don is a senior engineer with over **30 years of experience** serving as structural engineer, project engineer, project manager, and construction resident engineer. He has worked directly with the team on reservoir assessments and designs throughout Southern California. He has practical hands-on planning, design, and construction support experience with design and condition assessment of 30+ steel and concrete tanks. In his career, he has worked on more than 18 condition assessments, structural design of over 70 concrete tanks and 70 steel reservoirs, 17 pump stations, and more than 30 water treatment plants, and has served as a senior-level reviewer for over a dozen water treatment plant projects.

Don will serve as the reservoir structural design lead for the preliminary, final and construction engineering services associated with location and configuration of the reservoir and integration and protection of the existing structures and geotechnical requirements.

4 - KEY PERSONNEL

TRUSTED SUBCONSULTANT PARTNERS

JRC/KJ maintains excellent relationships with local subconsultants and specialists to help achieve project success.



Since 1946 Converse Consultants (Converse) has provided professional services in the fields of geotechnical engineering, engineering geology, ground-water sciences, environmental sciences and soils and materials testing and inspection. Their clients include public agencies and private sector clients in the transportation, water/wastewater, educational, residential, commercial and other market segments.



DePinto Morales Communications, led by David DePinto, is a firm specializing in environmental issues management, water education projects, crisis communications, public education and outreach campaigns, stakeholder relations, media relations, public affairs, and ethnic/community marketing. Geographically, Dave has implemented public education and outreach campaigns focused in the northeast San Fernando Valley, the San Gabriel Valley, the City of Los Angeles and throughout the State of California. As volunteer president of the largest homeowner association in the City of Los Angeles, Dave has unique insights and capabilities related to facilitating community discourse on controversial issues and development projects involving counties and municipalities, water districts, school districts and non-profit organizations.



JMDiaz (JMD) professionals provide comprehensive traffic engineering services including traffic analyses and design for a variety of projects. JMD conducts traffic impact analysis, including warrant analysis, and prepares traffic impact studies for new developments as well as traffic management plans for major projects involving extensive haul and detour routes. JMD's traffic engineering group performs designs including signage, channelization, traffic signals, street and parking lot lighting.



With more than 46 years of landscape architectural experience, NUVIS, a DBE/SBE professional services firm creates outdoor design solutions. In collaboration with our private sector and public agency clients, NUVIS produces design solutions from concept to construction. They are passionate about our mission to create responsible outdoor venues that provide opportunities for interaction and exhibit dramatic memorable results from texture, form, color, and pattern—inspiring people-oriented experiences.



ON-LINE Engineering is a Civil Engineering and Land Surveying firm based in the City of Pasadena and has served Southern California for 24 years. They provide professional civil engineering and land surveying services are provided to both public and private sector clients in all areas relating to land development.



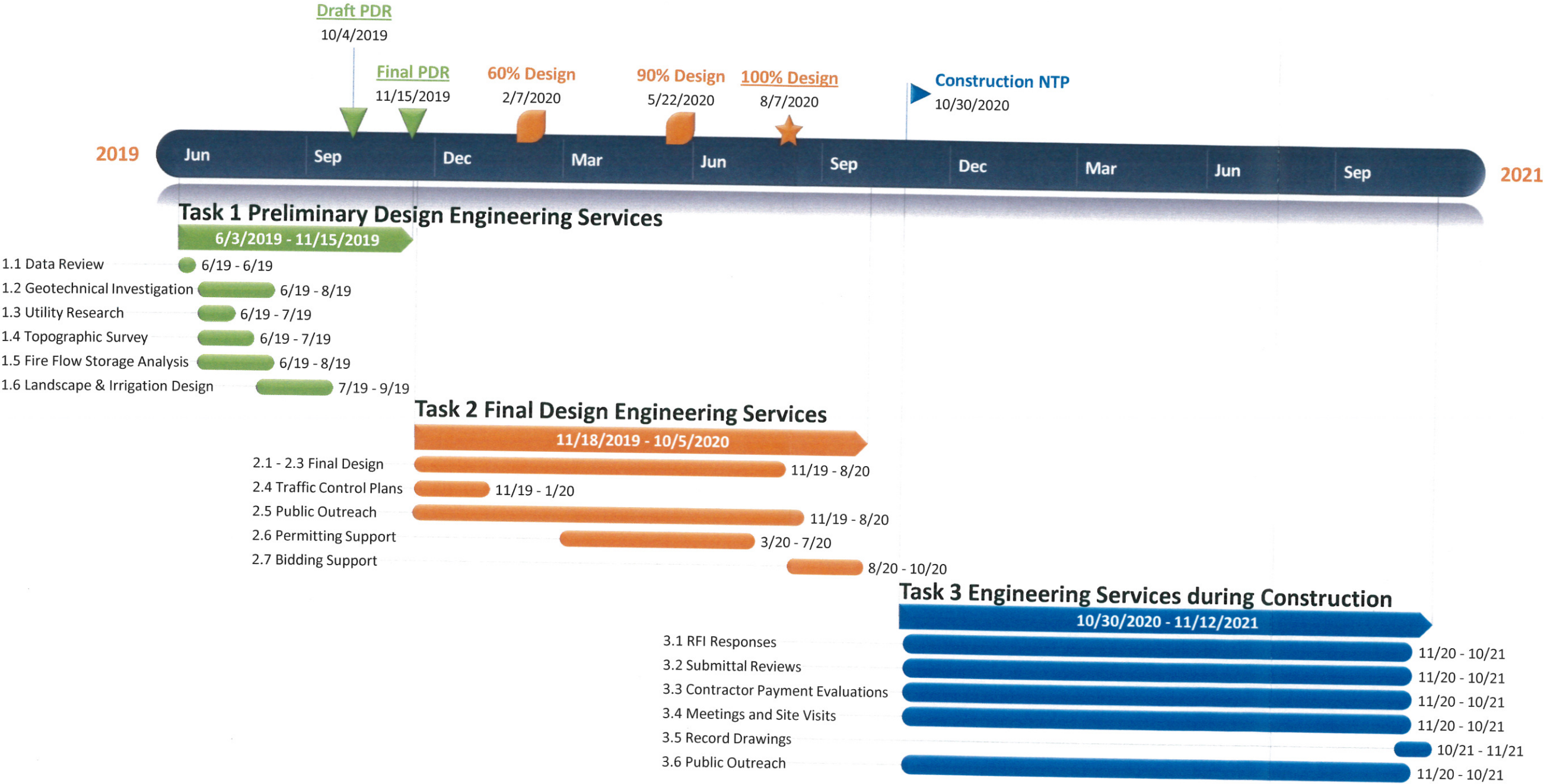
Tom Dodson & Associates (TDA), incorporated in 1983, is a small environmental consulting and regulatory compliance firm. TDA is capable of providing a full range of environmental and regulatory compliance services. This includes an in-house biological staff capable of providing biological resources evaluations, as well as, revegetation and habitat restoration capabilities. TDA has provided planning and environmental consulting services for various water, hazardous waste management, biological evaluations, and base reuse projects. TDA has also prepared the environmental compliance documents needed for such projects. These documents have ranged from Initial Studies and Negative Declarations to full Environmental Impact Reports that meet California Environmental Quality Act requirements.

Proposal Fee Estimate

John Robinson Consulting, Inc. & Kennedy Jenks

CLIENT Name: City of San Fernando
PROJECT Description: Upper Reservoir Replacement Project
Proposal/Job Number: _____ Date: 4/9/2019

	JRC Project Manager	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Senior CAD-Designer	CAD-Designer	Senior CAD-Technician	CAD-Technician	Project Admin.	Administrative Assistant	Aide		JRC/KJ	Sub	Sub	Sub	Sub	Sub	Sub	JRC/KJ	Total Expenses	Total Labor + Expenses
Classification:																		Total	Total Labor	On-Line Engineering	Converse Consultants	Tom Dodson & Associates	JMDiaz, Inc.	NUVIS	DePinto Morales Comm.	ODCs		
Hourly Rate:	\$150	\$275	\$250	\$235	\$210	\$195	\$170	\$155	\$140	\$130	\$160	\$150	\$120	\$110	\$120	\$100	\$75	Hours	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees		Fees
Task 1 - Preliminary Design Engineering Services																												
1.1 Data Review		2	2		2		4	2	2									14	\$2,740				\$1,283				\$1,283	\$4,023
1.2 Geotechnical Investigation			4		2		2											8	\$1,760		\$10,447						\$10,447	\$12,207
1.3 Utility Research							4		16									20	\$2,920						\$500	\$500	\$3,420	
1.4 Topographic Survey					2		2											4	\$760	\$4,000						\$4,000	\$4,760	
1.5 Fire Flow Storage Analysis					8				20									28	\$4,480								\$0	\$4,480
1.6 Landscape & Irrigation Design					2		4											6	\$1,100					\$3,870		\$3,870	\$4,970	
1.7 Reservoir Alternatives Analysis		4	16		16		24		20		6			20				106	\$18,500								\$0	\$18,500
1.8 Draft Preliminary Design Report Preparation	8	6	4		4		40		8									70	\$12,610							\$50	\$50	\$12,660
1.9 Final Preliminary Design Report Preparation	8	2	2		2		20											34	\$6,070							\$50	\$50	\$6,120
																		0	\$0								\$0	\$0
Task 1 - Subtotal	16	14	28	0	38	0	100	2	66	0	6	0	0	20	0	0	0	290	\$50,940	\$4,000	\$10,447	\$0	\$1,283	\$3,870	\$0	\$600	\$20,200	\$71,140
Task 2 - Final Design Engineering Services																												
2.1 60% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603							\$100	\$100	\$78,703
2.2 90% Design Documents	4	7	52	24	34	52	74	85	19	0	19	0	0	80	0	0	0	450	\$78,603					\$4,420		\$100	\$4,520	\$83,123
2.3 100% Design Documents	4	2	13	6	9	13	19	21	5	0	5	0	0	20	0	0	0	115	\$20,101					\$2,830		\$100	\$2,930	\$23,031
2.4 Traffic Control Plans							4											4	\$680				\$6,850				\$6,850	\$7,530
2.5 Public Outreach	7	6					12											25	\$4,740						\$17,500	\$150	\$17,650	\$22,390
2.6 Permitting Support	2	2	8		8		16		8		4	4						52	\$9,610				\$964				\$964	\$10,574
2.7 CEQA Support							2											2	\$340			\$4,500					\$4,500	\$4,840
2.8 Bid Support	4	6	6		8		28		16		8		8					84	\$14,670					\$1,610		\$50	\$1,660	\$16,330
																		0	\$0								\$0	\$0
Task 2 - Subtotal	25	29	130	54	93	117	229	191	67	0	55	4	8	180	0	0	0	1182	\$207,347	\$0	\$0	\$4,500	\$7,814	\$8,860	\$17,500	\$500	\$39,174	\$246,521
Task 3 - Engineering Services during Construction																												
3.1 RFI Responses		10	16		8	8	20	16	12									90	\$17,550					\$1,240			\$1,240	\$18,790
3.2 Submittal Reviews		10	16		20	20	40	16	44							10		176	\$31,290					\$620			\$620	\$31,910
3.3 Contractor Payment Evaluations		4					16											20	\$3,820								\$0	\$3,820
3.4 Meetings and Site Visits	12		12				120	12										156	\$27,060					\$1,860		\$1,200	\$3,060	\$30,120
3.5 Record Drawings								8						36				44	\$5,200							\$100	\$100	\$5,300
3.6 Public Outreach	2	2					4											8	\$1,530						\$13,500		\$13,500	\$15,030
																		0	\$0								\$0	\$0
Task 3- Subtotal	14	26	44	0	28	28	200	52	56	0	0	0	0	36	0	10	0	494	\$86,450	\$0	\$0	\$0	\$0	\$3,720	\$13,500	\$1,300	\$18,520	\$104,970
Task 4 - Project Management and Meetings																												
4.1 Project Management & Administration	30	12					30									20		92	\$14,900				\$1,130				\$1,130	\$16,030
4.2 Meetings	60	30																90	\$17,250					\$500	\$0	\$600	\$1,100	\$18,350
4.3 QA/QC		8	24			24												56	\$12,880								\$0	\$12,880
																		0	\$0								\$0	\$0
Task 4 - Subtotal	90	50	24	0	0	24	30	0	0	0	0	0	0	0	0	20	0	238	\$45,030	\$0	\$0	\$0	\$1,130	\$500	\$0	\$600	\$2,230	\$47,260
All Tasks Total	145	119	226	54	159	169	559	245	189	0	61	4	8	236	30	30	0	2204	\$389,767	\$4,000	\$10,447	\$4,500	\$10,227	\$16,950	\$31,000	\$3,000	\$80,124	\$469,891



PRELIMINARY DRAWING LIST

GENERAL
G-1 Cover Sheet, Vicinity & Location Maps
G-2 Symbols, Abbreviations, and Drawing List
G-3 General Notes
CIVIL
C-1 General Civil Abbreviations and Legend
C-2 Horizontal Control & Paving
C-3 Grading & Drainage
C-4 Yard Piping
C-5 Pipe Profiles
C-6 Civil Details I & Site Sections
C-7 Civil Details II
STRUCTURAL
S-1 Structural General Notes, Design Criteria, and Abbreviations
S-2 Structural Special Inspection and Testing Schedule
S-3 Foundation and Roof Plans and Ringdrain Details
S-4 Wall and Footing Details
S-5 Prestressing Details, Miscellaneous Joint Details, Seismic Cable Details
S-6 Roof Reinforcement Plan
S-7 Roof Reinforcement Sections and Details
S-8 Wall, Floor, and Column Details, Seismic Cable Plan
S-9 Interior Ladder and Hatch Details
S-10 Pipe Entrance Details
S-11 Exterior Ladder Details
S-12 Handrail Details
S-13 Internal Piping Sections and Details
S-14 Pipe Support Details
ELECTRICAL AND INSTRUMENTATION & CONTROLS
E-1 Electrical Abbreviations and General Notes
E-2 One Line Diagram
E-3 Electrical Site Plan
I-1 I&C Abbreviations and General Notes
I-2 P&ID
I-3 Instrumentation Details



John Robinson, Principal Project Manager - Resume



Qualified: BS, Civil Engineering, California State University, Long Beach

Connected: California Water Environment Association (Board of Director – Past President for Los Angeles Basin Section); Orange County Water Association (Board of Directors); WaterReuse Association (Chapter Trustee for the Inland Empire Chapter)

Professional Summary: Mr. Robinson has 26 years of experience in the planning, design, and construction phases of civil and environmental engineering projects. He has completed preliminary and final design engineering of capital improvement projects, including cost estimates, reservoirs, booster pump stations, and pipelines for water and reclaimed water projects. His experience includes construction-phase engineering services for many reservoir, pumping, and pipeline systems, and leading utility systems engineering services for several design/build infrastructure projects. He has managed many relevant projects, including the City of Beverly Hills Coldwater Canyon Reservoir replacement, Foothill Municipal Water District Evaluation and Orange County Water District 6.0 MG Reservoir conversion.

Coldwater Canyon Reservoir Replacement, City of Beverly Hills – Project Manager for design of an 8.21-mg buried prestressed concrete reservoir located among multi-million-dollar homes within the City. Design incorporates demolition and removal of the existing reservoir damaged during the 1994 Northridge Earthquake. Due to site constraints, innovative design approaches were implemented, such as shoring methods to allow for the concrete casting of the reservoir structural elements without encroaching on the surrounding properties. End-use master planning and design also involved working closely with the Beverly Hills Parks Department for incorporation of the reservoir site into its neighboring park system. Proposals for the end-use of the underground reservoir's site included the installation of jogging trails and walking paths on the tank's earthen cover.

Foothill Municipal Water District – FMWD hired John Robinson to conduct a reservoir evaluation based upon the following five (5) alternatives: A.) Modifications to existing distribution system to access more storage currently in place; B.) Construct another reservoir on Valley Water Company land midway between the La Canada and the La Crescenta zone; C.) Tear down and construct larger La Crescenta reservoirs; D.) Lease reservoir capacity from GWP and construct an interconnection for emergency and normal operations purposes to move water to the FMWD service area; and E.) Construct an interconnection with GWP for emergency purposes.

Rowland Water District – Designed two steel tank water storage reservoirs having capacities of 2.0 MG and

5.0 MG. This project involved site grading, landscaping, and construction inspection.

City of Monterey Park – Designed a 3.0 MG steel tank reservoir which involved site grading, landscaping, and construction inspection.

Longden Reservoir, City of Arcadia – Served as quality assurance engineer for a pre-stressed 3.0MG. This project involved site grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

Reservoir No. 1, Rowland Water District – This project included investigation of a failure of reinforcing wire strand wrap of a 1965 vintage reinforced concrete circular 3.0 MG reservoir. Also included plans, specifications, and construction management for installing post-tensioned reinforcing bar system with gunite concrete corrosion protection. Reservoir was repaired and returned to service in 60 days.

Rowland Water District – Designed six steel tanks and one concrete water storage reservoirs having capacities ranging from 1.0 MG to 8.0 MG. These projects included site grading, landscaping, and construction inspection.

Sunset Reservoir, City of Beverly Hills – Served as Project Manager for this reconstruction project. This reservoir has a tennis court added at the top. This was a 4.5 MG pre-stressed reservoir. This project involved site

John Robinson, Principal

grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

Big Rock Reservoir, Topanga Reservoir, Blue Rock Reservoir, Bute Reservoir, Topanga Beach Reservoir, Fairground Reservoir, and Avenue K-8 Reservoir, Los Angeles County –

Conducted reservoir inspection, prepared specifications for replacing interior coating materials, and coordinating construction inspection service for interior recoating.

City of Pomona – Project Manager for a 4.0 MG pre-stressed concrete reservoir. This project involved site grading, landscaping, structural, mechanical, engineering services during construction and construction inspection.

Reservoir No. 11, Rowland Water District –
Designed a 5.0 MG wire-wrapped partially buried concrete reservoir including site grading, landscaping, irrigation system, telemetry, and site improvements, including paving and decorative wrought iron fencing. Full construction administration services included surveying, inspection, and testing.

Orchard Dale Water District – Conducted reservoir inspection, prepared project specifications, reviewed bids, and made recommendation of award for recoating interior of three 1.0 MG Colima Road Reservoirs and one 5.0 MG Telegraph Road Reservoir.

Hearst Castle, San Simeon State Park, Office of the State Architect – Principal engineer for the design of a 1.5 MG buried concrete reservoir. This project included a design report identifying storage requirements, pump station requirements, surface water treatment system, chlorination system, and water system O&M recommendations, as well as plans and specifications for the reservoir, a 500 gpm variable reverse osmosis water treatment and pumping system, and assistance with the bid process along with construction management services. On-site part-time inspection services were also included.

5 mgd Wastewater Treatment Plant with 2.5 mgd Title 22 Water Reclamation Facility, City of American Canyon – Project Engineer this project currently in progress, which includes planning for a water reclamation project encompassing market assessment, hydraulic analysis, and facilities. Construction plans, specifications and estimates will be prepared for new and/or modifications to existing force mains, gravity sewers, and pumping stations, wastewater treatment plant and storage ponds. The recycled water facilities include 10 miles of recycled water pipeline, 5 miles of an industrial brine line, 1.5 MG above ground steel storage tank, and a recycled water booster pump station. Preliminary design of 4 miles of 16 recycled water pipeline, 9 miles of 6-inch

recycled water and brine pipeline and 2 miles of 6-inch recycled water pipeline for the City of American Canyon

RP-4 Reservoir Rehabilitation, Inland Empire Utilities Agency (IEUA), Chino, CA

Project Manager responsible for the writing, and preparation of the preliminary and final design efforts for the rehabilitation of two 5.5 MG above ground steel reservoirs. In his role as project manager, Mr. Robinson was responsible for the revision and finalization of the retrofit design criteria for the two 5.5 MG reservoirs through the preliminary and final design of the project. Additional duties included management for preliminary and final development and client coordination.

Santa Ana Recycled Water Reservoir Conversion and Pump Station, Orange County Water District – Project Engineer for modifications to the Santa Ana Reservoir and design of a new pump station for the Orange County Water District. Design involved modifying an existing 6.0-million-gallon potable water reservoir for reclaimed water storage and design of a new pump station to supply the Green Acres reclaimed distribution system with the stored reclaimed water and modification of Factory 21 pump station. In addition, project included a surge analysis and report, computer hydraulic model (CyberNet 2.0), and update of model (CyberNet 3.0) of the Districts recycled water distribution system. Preliminary and final design of 500 feet of 24-inch and 36-inch recycled water pipeline on the Santa Ana Reservoir and Pump Station site and Bear Street

**Project Engineer
 Title 22 Engineering Report | East Valley Water District | Highland, CA**

Mr. Robinson served as Title 22 Engineering Report lead along with Division of Drinking Water Summary of Public Hearing, Findings of Fact and Condition, Regional Water Quality Control Board Report of Waste Discharge and NPDES permit application. John was responsible for the evaluation of applicable regulations, pollutant identification, and project feasibility to be incorporated in the Title 22 Engineering Report. Mr. Robinson's responsibilities also included the evaluation of multiple technologies, including microfiltration (MF), reverse osmosis (RO), and ultraviolet (UV) for further treatment of Title 22 recycled water for discharge into the Santa Ana River.

Senior Manager, Hollydale Pump Station and Pipeline, Central Basin Municipal Water District and City of Vernon, CA

Mr. Robinson's responsibilities included the preliminary design, design, and construction management of the Hollydale Pump Station located in the City of South Gate and approximately 8,000 linear feet of 12-and 18-inch recycled water pipeline to supply Malburg Generation Station. The facilities were in partnership between Central Basin Municipal Water District and City of Vernon. required SCADA controlled discharge stations for groundwater recharge.

Sridhar Sadasivan, S.E.

QA/QC Manager

Education

BS, Civil/Environmental Engineering, University of
Bombay, India, 2002
MS, Structural Engineering, University of
Cincinnati, 2004

Registrations

Professional Civil Engineer, California (73525)
Professional Structural Engineer, California
(S6039)

Years of Experience

16 years

Professional Summary

Sridhar Sadasivan has practical hands-on experience in design and construction of facilities for environmental projects. He has been involved in structural design of several water/wastewater projects, including design of treatment plants, pumping stations, chemical facilities and reservoirs. Sridhar has field engineering experience, providing construction support and inspection services at a wastewater treatment plant and at several sewer pipeline construction sites. He is knowledgeable in several structural engineering computer programs, and is also proficient in Autocad, Microstation V8, and Triforma.

Relevant Project Experience

DAILY II RESERVOIR AND PIPELINE DESIGN, EASTERN MUNICIPAL WATER DISTRICT, MENIFEE,

CA | PROJECT MANAGER / PROJECT ENGINEER | The project includes a 2 MG welded steel tank, 2,000 LF of 12-inch PVC pipeline and 18,000 CY of excavation and miscellaneous sitework.

Preliminary design included a siting study for a 2 MG welded steel reservoir with evaluation of potential sites primarily based on operations and geotechnical considerations. Sridhar served as the project manager, lead structural design engineer, and lead civil engineer during the preliminary design and final design.

GARFIELD RESERVOIR, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT

ENGINEER | The project involves design of two 3.25 MG partially buried concrete reservoirs in a residential neighborhood in accordance with IBC 2009 and ACI 350 provisions. The project also includes design of a below grade valve structure, a 2,000 gpm booster pump station and a 5,000 SF office/garage facility. The project site is located 100 feet from a known active fault line (Raymond fault). Served as Project Engineer coordinating the design of the project with the City and other concerned agencies including Pasadena Unified School District, LA County Flood Control District, CDPH and SCE. Also served as the lead structural design engineer and civil engineer.

CHEVY CHASE 968 RESERVOIR AND BOOSTER PUMP STATION, CITY OF GLENDALE, GLENDALE,

CA | PROJECT ENGINEER | Project includes a 15 MG buried cast-in-place concrete reservoir underneath a golf course and a 2,400 gpm tri-level booster pump station in a residential neighborhood. Served as the project engineer and structural design engineer during final design and construction. During construction, managed the office services provided including attending weekly progress meetings and structural observation.

RESERVOIR NO. 3 ROOF REPLACEMENT AND PIPING IMPROVEMENTS, CITY OF BURBANK, BURBANK, CA | STRUCTURAL ENGINEER | Project involved replacement of roof on a 0.35 MG concrete reservoir. Preliminary design stage included evaluation of roof material alternatives. Served as the lead structural design engineer during preliminary design, design and construction.

PRELIMINARY AND FINAL DESIGN OF RECYCLED WATER POND PUMPING STATIONS, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | TECHNICAL ADVISOR | Project includes preliminary and final design of three pumping stations from effluent storage ponds to the distribution system. Served as a technical advisor supporting the project manager and project engineer.

TANK SEISMIC IMPROVEMENTS, CITY OF BURBANK WATER & POWER, BURBANK, CA | STRUCTURAL DESIGNER | A comprehensive seismic, structural, corrosion and safety assessment of 22 flat bottom steel tanks (18 potable water and four recycled water), size ranging from 0.2 MG to 10 MG, was performed on 14 different sites for the City of Burbank Water & Power. The assessment included observation and inspection to record damage and documented deficiencies and developed recommendations for the seismic rehabilitation of the tanks. The City is in the process of implementing the recommendations of the corrosion study. Seismic deficiencies in 12 tanks were identified. Engineering services included cost evaluation for retrofit alternatives for the tanks, design of the retrofit and construction administration support. To date, 10 steel tanks have been retrofitted.

BENTON RECYCLED WATER STORAGE TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | PROJECT ENGINEER | The project includes a 2 MG welded steel tank, 9,000 LF of 24-inch steel pipeline and 65,000 CY of excavation and miscellaneous sitework. Served as the project engineer and lead structural design engineer during the design and construction.

STEEL TANKS SEISMIC IMPROVEMENTS, CITY OF BURBANK WATER & POWER, BURBANK, CA | STRUCTURAL ENGINEER | Project includes geotechnical investigations and seismic evaluation of 10 welded steel reservoirs in accordance with AWWA D100 and design of seismic retrofits. Served as the project engineer and lead structural design engineer during design and construction.

LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | PROJECT ENGINEER | The project includes a 5 MG welded steel tank, 4,000 LF of 36-inch steel pipeline and 25,000 CY of excavation and miscellaneous sitework. Served as the project engineer, lead structural design engineer, and lead civil engineer during the design and construction.

TUSCANY HILLS/WILDOMAR RECYCLED WATER SYSTEM DESIGN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | PROJECT ENGINEER | Design of a 3,300 gpm recycled water pump station, 0.9 MG tank, and approximately 36,000 linear feet of 6-inch to 18-inch diameter recycled water pipeline.

WESTSIDE WATER BANK STEEL TANKS, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE, CA | STRUCTURAL ENGINEER | Design and engineering services during construction of two 4 MG steel tanks (Phase 1 and Phase 2) and associated 42-inch inlet and outlet pipelines and tank appurtenances. The appurtenances included reservoir mixers bid and site electrical and instrumentation bid under a separate contract in an effort to obtain the most competitive tank bids.

David W. Ferguson, Ph.D., P.E., BCEE

Design Manager

Education

BS, Civil Engineering, University of Massachusetts, 1980
BS, Environmental Science, University of Massachusetts, 1977
MBA, Business Management, California State University, San Bernardino, 1985
MS, Civil Engineering, University of Massachusetts, 1980
PhD, Executive Management, Claremont Graduate University, 1993

Registrations

Professional Civil Engineer, California (34626)

Certifications

Board Certified Environmental Engineer, American Academy of Environmental Engineers & Scientists (AAEES)

Memberships/Affiliations

American Water Works Association (AWWA)
Design-Build Institute of America (DBIA)
American Academy of Environmental Engineers & Scientists (AAEES)

Years of Experience

39 years

Professional Summary

David Ferguson, PhD has extensive experience in the planning, design, construction, and operation of water supply, infrastructure, and treatment projects. His background includes project and program management, as well as management of engineering and/or operations for three large water utilities in Southern California. He has been responsible for the evaluation and/or design of upgrades, rehabilitation, retrofit, and/or replacement for over 40 water treatment plants, 30 reservoirs, and 20 pumping stations for 15 different water utilities.

Relevant Project Experience

GARFIELD RESERVOIR PUMP STATION REPLACEMENT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT MANAGER | Preliminary Design Report and design for a two-cell 6.5 MG cast-in-place concrete rectangular partially-buried reservoir, 2,500 gpm pump station, and on-site sodium hypochlorite generation chlorination facility. The project also includes the design of the Public Works Water Distribution Yard with an office/garage/storage building and support facilities.

WESTSIDE WATER BANK STEEL TANKS, ANTELOPE VALLEY-EAST KERN WATER AGENCY, PALMDALE, CA | PROJECT MANAGER | Design and engineering services during construction of two 4 MG steel tanks (Phase 1 and Phase 2) and associated 42-inch inlet and outlet pipelines and tank appurtenances. The appurtenances included reservoir mixers bid and site electrical and instrumentation bid under a separate contract in an effort to obtain the most competitive tank bids.

DAILY II RESERVOIR, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | QA/QC REVIEWER | Design of a 2 MG above-ground, welded steel potable water storage tank and associated facilities. The project included separate inlet and outlet pipelines and an altitude valve and by-pass vault. An on-site storage pond was sized for emergency overflow as well as draining the bottom 2 feet of the tank for maintenance.

LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | QA/QC REVIEWER | Design of a 5 MG above-ground, welded steel recycled water storage tank and associated facilities. The project also included approximately 4,500 linear feet of a 30-inch diameter steel (CML&C) inlet/outlet recycled water pipeline in Simpson Road.

TUSCANY HILLS/WILDOMAR RECYCLED WATER SYSTEM DESIGN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, LAKE ELSINORE, CA | QA/QC REVIEWER | Design of a 3,300 gpm recycled water pump station, 0.9 MG tank, and approximately 36,000 linear feet of 6-inch to 18-inch diameter recycled water pipeline.

RESERVOIR 3A, CITY OF SAN FERNANDO, SAN FERNANDO, CA | PROJECT MANAGER | Preliminary Design Report of alternative reservoir configurations and materials of construction to maximize storage at the site of the existing 1.0 MG Upper Reservoir. The recommended reservoir was an L-shaped partially-buried cast-in-place concrete reservoir.

WHITEGATES NO. 1 AND NO. 2 RESERVOIR PLANNING STUDY, CITY OF RIVERSIDE, RIVERSIDE, CA | PROJECT MANAGER | Planning Study for the sizing and site location for two buried concrete reservoirs with a total capacity of 9 million gallons. Two luxury home parcels (totaling approximately three acres) were purchased for each of the two reservoir sites. Following a design-build solicitation, the upper reservoir was constructed as a 3.5 MG cast-in-place rectangular reservoir and the lower reservoir a 5.5 MG cast-in-place rectangular reservoir.

REGIONAL RECYCLED WATER DISTRIBUTION SYSTEM FACILITIES-PHASE II, INLAND EMPIRE UTILITIES AGENCY, CHINO, CA | PROJECT MANAGER | Project Manager for the preliminary design and design six discrete packages that represent an estimated \$40 million in capital improvements and include 75,000 feet of 16- to 30-inch diameter pipeline, three pumping stations, and two steel tanks.

RESERVOIR AND PUMPING STATION, CITY OF SOLVANG, SOLVANG CA | PROJECT MANAGER | Design and Construction Administration of a 0.6 MG concrete reservoir and pumping station.

RESERVOIR AND PUMP ADDITION, CITY OF UPLAND, UPLAND, CA | PROJECT MANAGER | Design of a 4.6 MG concrete reservoir and pump addition.

RESERVOIR, PIPELINE, AND PUMP STATION, CITY OF TORRANCE, TORRANCE, CA | PROJECT ENGINEER | Design of an 18 MG buried concrete reservoir, transmission pipeline, and pump station modifications.

RESERVOIR, SAN GABRIEL VALLEY WATER DISTRICT, EL MONTE, CA | PROJECT MANAGER | Design of a 3 MG steel tank, site improvements, and inlet/outlet piping.

RESERVOIR, CITY OF POMONA, POMONA, CA | PROJECT ENGINEER | Design of a 2.7 MG steel tank, site improvements, and inlet/outlet piping.

Brandon C. Hale, P.E.

Project Engineer

Education

BS, Civil Engineering, University of California, Los Angeles, 2010
MS, Civil Engineering, University of California, Los Angeles, 2012

Registrations

Professional Civil Engineer, California (C 83374)

Years of Experience

6 years

Professional Summary

Brandon Hale is a registered professional civil engineer with a background in water resources and environmental planning in Southern California with a focus on the planning and design of infrastructure improvements, water supply and demand management, and water master planning. He has performed planning, preliminary design, final design, and construction support of several water reservoirs, transmission pipelines, pump stations, groundwater wells, and treatment processes. Brandon has developed capital, operating, maintenance and annualized life cycle costs to support the evaluation of alternatives for planning studies, as well as more refined cost estimates during design.

Relevant Project Experience

MESA TANK REPLACEMENT, CITY OF SANTA PAULA, SANTA PAULA, CA | PROJECT ENGINEER |

Evaluated replacing twin 0.21 MG potable water steel tanks with twin 0.30 MG steel tanks, 0.60 MG concrete cast-in-place rectangular reservoir, and 0.60 MG concrete circular pre-stressed tank. Analyzed three tank alternatives on cost, constructability, operations & maintenance, permitting, residential impacts, land acquisition/easements, traffic impacts, water quality, and environmental impacts to recommend a tank alternative. Determined twin steel tanks is the best replacement option for the City.

CHERRY WILLOW RECYCLED WATER TANK FINAL DESIGN, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | PROJECT ENGINEER/CIVIL ENGINEER |

Currently working to develop an expedited design for the construction of twin 0.5 MG recycled water, welded steel storage tanks to expand the storage system by 1.0 MG. Responsible for coordinating pipeline connections to tank and water supply pipeline, development of an overflow detention basin to test overflow water prior to discharge to the storm drain, and site grading. A staircase will provide access to one tank with a catwalk across to the second tank. Both tanks will operate at the same level, which will communicate via SCADA system.

WESTSIDE WATER BANK PHASE 2 – TANK CONSTRUCTION, ANTELOPE VALLEY-EAST KERN WATER AGENCY, ANTELOPE ACRES, CA | PROJECT ENGINEER (DESIGN PHASE) AND PROJECT CONTROLS ENGINEER (CONSTRUCTION PHASE) |

Coordinated design of a 4 MG potable water welded steel tank between civil, structural, electrical, and instrumentation disciplines. Steel tank included access stairs, SCADA instrumentation for measurement, site lighting, grading improvements, and 42-inch steel pipe connections for inlet and outlet. Served as project controls engineering during construction to process submittal and RFI reviews.

5 MG POTABLE WATER STORAGE TANK, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | ENGINEERING SUPPORT | Responsible for design and specification of tank appurtenances: chlorine analyzer, irrigation pump skid, and sampling station. Designed baffle layout with data from computation fluid dynamics model output. Coordinated structural, electrical, and instrumentation disciplines.

GARFIELD RESERVOIR AND PUMP STATION REPLACEMENT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER | Coordinated and processed over 200 submittals and over 100 RFI reviews for the construction of a twin cell 6.5 MG cast-in-place potable water reservoir, 200 horsepower vertical turbine pump station, and 8,800 square foot, two story administration building.

PACE, MOORPARK & POTRERO NO. 1 RESERVOIRS REHABILITATION, CALIFORNIA AMERICAN WATER, THOUSAND OAKS, CA | DESIGN ENGINEER | Design Engineer and Field Engineer - Performed daily site observations at Pace Reservoir during rehabilitation construction. Responded to RFIs, submittals and change order requests. Revised contract documents for Moorpark and Potrero No. 1 Reservoirs with lessons learned from Pace Reservoir.

PALMDALE REGIONAL GROUNDWATER RECHARGE AND RECOVERY PROJECT, PALMDALE WATER DISTRICT, PALMDALE, CA | CIVIL ENGINEER | The proposed project would deliver water from the California Aqueduct of the State Water Project to new 80-acre recharge basins on an undeveloped site in northeast Palmdale where it will be blended with recycled water and surface recharged into the groundwater aquifer. Banked water would be available for future extraction by up to 16 groundwater extraction wells. Responsible for the preliminary hydraulic analysis of 18.5 miles of pipelines ranging from 30-inches to 48-inches in diameter. Analysis included partial- and full-pipe flows up to 72 cubic feet per second. Determined preliminary 25 miles of pipeline alignment at an estimated construction cost of \$40 million.

DEERLAKE RANCH STORAGE AND PUMPING CAPACITY STUDY, LAS VIRGENES MUNICIPAL WATER DISTRICT, CALABASAS, CA | PROJECT ENGINEER | Developed alternatives to expand an existing pump station by 620 gpm and increase storage by 300,000 gallons. Alternatives were phased based on the phasing of the Deerlake Ranch tract construction. Two pumping and nine storage alternatives were evaluated with a decision matrix to recommend a project. Developed construction costs for alternatives.

POTABLE WATER SYSTEM UPGRADE, MT SINAI MEMORIAL PARKS & MORTUARIES, LOS ANGELES, CA | CIVIL ENGINEER | Drafted a conceptual design report to upgrade the existing potable water pump station to meet the new high pressure potable water service connection, including hydraulic calculations under gravity flow and pumping conditions. Evaluated different alternatives prior to selecting a hydropneumatic pump system to provide service during normal operations and while supplying irrigation water when the recycled water system was offline.

PHASE III RECYCLED WATER PROJECT PIPELINE EXPANSION SEGMENT 5, CARLSBAD MUNICIPAL WATER DISTRICT, CARLSBAD, CA | CIVIL ENGINEER | Led the preliminary and final design of approximately 9 miles of recycled water transmission and distribution pipelines. New pipe ranged in size from 6- to 8-inches in diameter. Determine applicable permits required for construction within the public right-of-way and for crossing a North County Transit District railroad with a bore and jack construction approach.

Donald L. Barraza, P.E.

Reservoir Design

Education

BS, Civil Engineering, University of Wyoming, 1986

Registrations

Professional Civil Engineer, California (45483)
Professional Civil Engineer, Washington (41090)
Professional Civil Engineer, Oregon (75021)

Memberships/Affiliations

American Society of Civil Engineers
Structural Engineers Association of California
Applied Technology Council
State of California's Governor's Office of
Emergency Services

Years of Experience

32 years

Professional Summary

Don Barraza is a senior engineer with over 30 years of experience serving as structural engineer, project engineer, project manager, and construction resident engineer. In these roles he provided services for the planning, design, condition assessment, and construction of water supply, treatment, storage and distribution facilities. In his career, he has worked on more than 18 condition assessments, structural design of over 70 concrete tanks and 70 steel reservoirs, 17 pump stations, and more than 30 water treatment plants and has served as a senior-level reviewer for over a dozen water and wastewater treatment plant projects. He also serves as chairman of the AWWA committee on cast-in-place conventionally reinforced concrete water storage tanks.

Relevant Project Experience

GARFIELD RESERVOIR REPLACEMENT PROJECT, CITY OF SOUTH PASADENA, SOUTH PASADENA, CA | PROJECT ENGINEER | Structural designer in responsible charge for the alternatives evaluation and preliminary design of a 6.5 MG replacement of the existing cast-in-place earth embankment rectangular concrete reservoir. After completion of preliminary design, provided structural QA/QC review for the final construction document development of the replacement of the reservoir with two new conventional concrete rectangular reservoirs, replacement pump station, inlet/outlet valve vault, and maintenance building.

9.5 MG RESERVOIR NO. 1 RECONSTRUCTION, BURBANK WATER & POWER, CITY OF BURBANK, CA | RESPONSIBLE-IN-CHARGE | Project Manager and structural designer in responsible charge for the design and construction of the replacement of the City's Reservoir No. 1 a 1941 era 6.9 MG earth embankment reservoir constructed within a DSOD jurisdictional dam. Led a design team which evaluated several alternative configurations for replacement of the reservoir. Final design was developed around construction of two new conventional concrete reservoirs, one rectangular and the second trapezoidal, configured to fit within the original footprint of the single 6.9 MG capacity reservoir but increased in total storage capacity to 9.5 MG.

CHEVY CHASE 968 RESERVOIR AND BOOSTER PUMP STATION, CITY OF GLENDALE, GLENDALE, CA | PROJECT ENGINEER | Structural designer in responsible in charge for the design of the 15.0 MG Chevy Chase 968 Reservoir. The trapezoidal reservoir measuring 475 feet by 245 feet was designed with storage separated into two halves and fully buried with vehicle live load over the top of the reservoir and constructed beneath the Chevy Chase County Club golf course.

HARRY TRACY WATER TREATMENT PLANT (HTWTP) LONG-TERM IMPROVEMENTS PROJECT, SAN FRANCISCO PUBLIC UTILITIES COMMISSION, MILLBRAE, CA | PROJECT ENGINEER | Structural responsible in charge and designer for a 15.0 MG conventionally reinforced and prestressed concrete reservoir. The circular reservoir is divided into two compartments with a 4.0 MG circular chlorine contact chamber surrounding an 11.0 MG operational storage clearwell. The reservoir is a 240-foot-diameter circular tank designed in accordance with ANSI/AWWA D110-04 with a 46-foot water depth. The reservoir is pile supported on over 800 driven non-displacement steel H-piles and constructed about 1,000 feet from the active San Andreas Fault and adjacent to Interstate 280.

NICOLAS RESERVOIR ENGINEERING SERVICES, RANCHO CALIFORNIA WATER DISTRICT, TEMECULA, CA | CIVIL ENGINEER | Work included the preparation of design plans, specifications and cost estimates for two 3.5-million-gallon prestressed concrete tanks, inlet/outlet transmission main, and parallel transmission mains.

BENTON RECYCLED WATER STORAGE TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, PERRIS, CA | QA/QC MANAGER | Preliminary and final design of a 2.0 MG recycled water steel tank and approximately 8,500 linear feet of a 24-inch diameter recycled water pipeline.

LONGFELLOW RECYCLED WATER TANK AND PIPELINE, EASTERN MUNICIPAL WATER DISTRICT, WINCHESTER, CA | STRUCTURAL DESIGNER | Design of a 5 MG above ground, welded steel recycled water storage tank and associated facilities. The project also included approximately 4,500 linear feet of a 30-inch diameter steel (CML&C) inlet/outlet recycled water pipeline in Simpson Road.

2.0 MG PAXTON ROAD RESERVOIR DESIGN AND CONSTRUCTION, CITY OF KELSO, KELSO, WA | PROJECT ENGINEER | Structural designer in responsible charge for the design of a 2.0 MG strand wound circular prestressed concrete water storage tank with a cast-in-place dome roof.

7.25 MG AND 10.0 MG NORTHEAST WATER STORAGE RESERVOIR REPLACEMENT, CITY OF ROSEVILLE, ROSEVILLE, CA | PROJECT ENGINEER | Structural responsible charge for design and CM for 7.25 MG and 10.0 MG strand-wound, circular, prestressed concrete water storage tanks. The reservoirs were designed with an AWWA D110 Type I core wall, an underdrain system, and a separate inlet and outlet system for mixing and turnover of the tank contents including demolition of a 6.0 MG prestressed reservoir.

RESERVOIR REPLACEMENT, SONOMA STATE UNIVERSITY, ROHNERT PARK, CA | PROJECT ENGINEER | Engineering for the replacement of two precast concrete 0.25 MG water reservoirs. Final design and construction administration services for three new ground level welded steel water storage tanks.

1.0 MG Minor Road Reservoirs Seismic and Structural Evaluation, City of Kelso, Kelso, WA | RESPONSIBLE-IN-CHARGE | Responsible in Charge and structural designer for the seismic evaluation of two 1.0 MG circular conventional concrete water storage tanks. This project included evaluation of the failure path and inundation zone associated with reservoir failure adjacent I-5.

GYPSY HILL AND ROYCE RESERVOIRS EVALUATIONS AND REPLACEMENT, NORTH COAST COUNTY WATER DISTRICT, PACIFICA, CA | PROJECT ENGINEER | Engineering services for the design of two 3.0 MG welded steel tanks for the Gypsy Hill and Royce Reservoir.

1.0 MG Recycled Water Reservoir, Menlo Country Club, Woodside, CA | STRUCTURAL PROJECT MANAGER | Project Manager and structural discipline lead for the design of a new 1.0 MG circular buried conventional concrete reservoir for irrigation storage supply for the country club golf course.

Paul H. Chau, P.E., CEM

Fire Flow Analysis & Hydraulics

Education

BS, Environmental Engineering and Science,
University of California, Los Angeles, 2006
MS, Civil and Environmental Engineering, Stanford
University, 2007

Certifications

Certified Energy Manager, Association of Energy
Engineers (#21448)

Years of Experience

12 years

Registrations

Professional Civil Engineer, California (C75784)

Professional Summary

Paul Chau is a civil engineer and certified energy manager with a diverse background in master planning, water supply planning, hydraulic water modeling, energy analysis, and infrastructure design. He has built, developed, calibrated, and analyzed hydraulic water models using InfoWater and WaterGEMS. He has also provided engineering analyses such as fire flow storage analysis, demand development, reservoir, pipe, and pump station sizing, and Capital Improvement Program (CIP) development.

Relevant Project Experience

MORRO TANK RETROFIT, RAINBOW MUNICIPAL WATER DISTRICT, FALLBROOK, CA | CIVIL

ENGINEER | The Morro Tank is the lone source of storage in one of Rainbow Municipal Water District's (RMWD) water distribution system pressure zones. A structural and geotechnical analysis of the tank discovered the tank sits on unstable soil, which would require significant investment to rectify. Carried out a hydraulic analysis to determine alternative means of providing storage and pumping facilities for the pressure zone. The hydraulic analysis resulted in a more cost efficient solution for RMWD.

WATER & SEWER MASTER PLAN, ROSAMOND COMMUNITY SERVICES DISTRICT, ROSAMOND, CA

| PROJECT MANAGER | Providing project oversight and project management for the development of water and sewer master plans for Rosamond Community Services District, which provides sewer, water, park, and lighting services for the City of Rosamond in Antelope Valley. An InfoSewer hydraulic model was developed and a facility analysis was executed, including a fire flow assessment for both storage and pipeline capacities.

WATER MASTER PLAN UPDATE, CITY OF THOUSAND OAKS, THOUSAND OAKS, CA | PROJECT

ENGINEER | Served as a project engineer for preparation of the City of Thousand Oaks' (City) 2015 Master Plan Update. The purpose of the project is to identify infrastructure improvements required for the City's water distribution system, including improvements to meet fire flow requirements. In addition, the hydraulic model is utilized to perform a water age analysis of the system, in order to identify areas of the system that potentially can have low disinfection levels

WATER, RECYCLED WATER, AND SEWER MASTER PLANS, CITY OF SOUTH GATE, SOUTH GATE, CA

| PROJECT ENGINEER | Project included the preparation of a Water Master Plan, Recycled Water Master Plan, and Sewer Master Plan as three standalone documents to address water demands, recycled water demands, and gravity sewer flows. Each document evaluates the immediate, short-

term (5-year), and ultimate deficiencies and establish the infrastructure requirements. The Water Master Plan included a facility analysis that analyzed fire flow requirements for the storage and pipeline facilities.

WATER FACILITIES MASTER PLAN UPDATE, CITY OF SAN BERNARDINO, SAN BERNARDINO, CA

| PROJECT ENGINEER | Worked collaboratively with the San Bernardino Municipal Water Department to update its Water Facilities Master Plan, and develop a roadmap for continued successful performance and operation of critical water system infrastructure. Project included update of geographic information system (GIS) database, hydraulic model development, fire-flow testing, calibration, demand modeling and projections, statistical analysis to determine impact factors (economy, weather, employment etc.) on future demands, water conservation strategies, water resources, hydraulic analysis, Capital Improvements Program (CIP), and model training.

HATTAN ROAD PUMP STATION DESIGN, CLACKAMAS RIVER WATER, CLACKAMAS, OR | MODELING TECHNICAL ADVISOR |

Clackamas River Water District is working to complete their Backbone Projects initiative to meet water demand and increase reliability and capacity in both their north and south service areas. Kennedy Jenks designed a new water booster pump station to deliver water south of the Clackamas River. The station includes three, 400-horsepower vertical turbine pumps to deliver 5.6 MGD to the Redland Reservoirs, a dual surge tank system and a pressure relief valve to deliver water north by gravity and bypassing the pump station. Paul provided technical guidance for hydraulic modeling services to define the pump station capacities.

LAS POSAS REPLACEMENT WATER STUDY, CALLEGUAS MUNICIPAL WATER DISTRICT, MOORPARK, CA | PROJECT ENGINEER |

Kennedy Jenks provided CMWD and Fox Canyon Groundwater Management Agency engineering services to perform the Study, which comprised fourteen individual studies each evaluating a water supply alternative. Kennedy Jenks developed key criteria to assess each project alternative. Results of this Study found that opportunities to diversify the Basin's water supply are regionally accessible within supply types including stormwater, treated brackish water, imported water, and recycled water, as well as invasive vegetation removal. Factors impacting the overall feasibility of an evaluated alternative include capacity and capital costs per project, and potential limitations on supply availability such as water rights, agency terms, hydrological availability, drought, and other limitations. Project also included stakeholder engagement for criteria development and analysis review.

RECYCLED WATER RESOURCES PLAN, RANCHO CALIFORNIA WATER DISTRICT, TEMECULA, CA

| PROJECT ENGINEER | Currently developing a Recycled Water Resources Plan (RWRP) to provide the District a clear and concise strategy for utilizing its available recycled water supplies. Twelve non-potable and potable reuse alternatives (including groundwater replenishment, conjunctive use via nearby reservoir, streamflow augmentation and direct potable reuse) were evaluated using a weighted-criteria ranking analysis utilizing criteria developed by the Board of Directors. Led the development of the technical parameters, regulatory compliance, and life cycle cost estimates for the project alternatives that were considered.

RECYCLED WATER MASTER PLAN UPDATE, SANTA CLARITA VALLEY WATER AGENCY (CASTAIC LAKE WATER AGENCY), SANTA CLARITA, CA | PROJECT ENGINEER |

Led the engineering team for Prop 84-funded Recycled Water Plan to investigate non-potable reuse, groundwater recharge, surface water augmentation and direct potable reuse for CLWA and the four retailers in the region. Paul led oversight and QA/QC of the hydraulic modeling development. Included alternative analysis and facility siting considerations for 14 sub-alternatives, including evaluation of conveyance requirements and costs.

Gregory B. Behnke

Site Civil

Years of Experience

41 years

Professional Summary

Greg offers over 40 years of experience in the civil and sanitary engineering field. His regular responsibilities include the development of design and preparation of plans and specifications for wastewater and water treatment plants, as well as sanitary, potable and reclaimed water pipelines, reservoirs, mass grading and wetland restorations projects. He also has experience working as a system administrator, IT coordinator and providing CAD support. Greg is experienced in the production of grading plans, pipeline and site design, yard piping design, and reservoir design using Bentley MicroStation, InRoads, InterPlot, and Autodesk Civil 3D modeling software applications. He is skilled in detailed design of pipelines, digital terrain modeling, and extremely proficient in earthwork, earthwork quantities and pond storage volume calculations.

Relevant Project Experience

DAILY II HYDROPNEUMATIC BOOSTER PUMP STATION, EASTERN MUNICIPAL WATER DISTRICT, TEMECULA, CA | CIVIL DESIGN LEAD | Provided design of horizontal controls, paving, and grading and drainage.

DAILY ROAD CONSTRUCTION SUPPORT, EASTERN MUNICIPAL WATER DISTRICT, TEMECULA, CA | CIVIL DESIGN LEAD | Provided horizontal control, paving, and grading, and drainage.

TWO-8 MG RESERVOIRS, PUMPING STATION, WELL IMPROVEMENTS, AND PIPELINES, CITY OF WESTMINSTER, WESTMINSTER, CA | LEAD DESIGNER | Lead designer for the reservoir replacement project located at the intersection of Hoover Street and Hazard Avenue. The work involved the development of a water production well drilled within the site to provide additional water supply for the City's drinking water system. The well pump was 2,500 gpm with 200 hp. The project consisted of a complete water supply and storage system that included a booster pump station (4-3,100 gpm, 200 hp pumps), well pump, disinfection system using sodium hypochlorite and water softeners, emergency back-up power generator, two 8-MG, steel tank reservoirs. The site improvement also included soil stabilization by drilling an array of stone columns and surcharging the site where the two reservoirs will be placed. The soil stabilization project was completed after the well was drilled and tested. The yard piping varied from 36" to 10" and involved connections to two different water service areas.

10 MG TILDEN RESERVOIR, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, RIVERSIDE, CA | LEAD DESIGNER | Civil engineering design lead for this 10 MG with 16-foot side water depth and a total depth of 24 feet (2-5 MG cells), Pressure Zone 1020, buried concrete reservoir located in the southwest part of the city. The 10 MG reservoir was a buried cast-in-place concrete reservoir with 16 feet side water depth and 24 overall depth feet using a hopper bottom. The reservoir is located in the hillside overlooking Creighton Street and Gramercy Place. This project had unique challenges because the design and construction had to keep an above ground 1.5 MG steel reservoir in service while the new concrete buried reservoir was

constructed in the hillside next to it. The civil site work was also challenging due to the hillside design and steep access roads needed to access both the existing steel tank reservoir and the top of the new buried reservoir. Assisted during the construction phase where surficial erosion occurred and affected the cover. Significant repairs were necessary due storm water flooding.

7.5 MG VAN BUREN RESERVOIR, CITY OF RIVERSIDE PUBLIC UTILITIES DEPARTMENT, RIVERSIDE, CA | LEAD DESIGNER | Civil engineering design lead for this 7.5 MG, Pressure Zone 1200 with 16 feet side water depth and a total depth of 24 feet using a hopper bottom, buried concrete reservoir located in near Equestrian Drive and Van Buren Boulevard at Mockingbird Canyon Reservoir. This project was planned to expand one additional 7.5 MG cell to the west. Additional features were provided for that future expansion such as a common 30-inch steel inlet with stub outs. Also, the wall connections for the expansion were built so that the reinforcing and water stops were included.

CANYON LAKE WATER TREATMENT PLANT FACILITIES MASTER PLAN, ELSINORE VALLEY MUNICIPAL WATER DISTRICT, CANYON LAKE, CA | CIVIL DESIGN LEAD | Provided horizontal control, paving, grading and drainage, and yard piping design.

DIAMOND VALLEY LAKE ENGINEERING SERVICES DURING CONSTRUCTION (AS A SUBCONSULTANT), METROPOLITAN WATER DISTRICT, LOS ANGELES, CA | CIVIL CAD TECHNICIAN | Provided civil plans and profiles.

STERLING NATURAL RESOURCE CENTER DESIGN-BUILD BRIDGING DOCUMENTS, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, HIGHLAND, CA | CIVIL DESIGN LEAD | Provided horizontal control, paving, and grading and drainage.

NORTH CITY PLANT EXPANSION - PIPELINE DESIGN AND SECONDARY CLARIFIER AREA DESIGN, CITY OF SAN DIEGO, SAN DIEGO, CA | CIVIL DESIGN LEAD | Provided horizontal control, pipe design and relocations.

NORTH CITY PLANT EXPANSION - EARLY SITE WORK FOR PIPELINE DESIGN AND SECONDARY CLARIFIER AREA DESIGN, CITY OF SAN DIEGO, SAN DIEGO, CA | CIVIL DESIGN LEAD | Provided horizontal control, pipe design and relocations.

WASTEWATER RECLAMATION FACILITY CONSTRUCTION MANAGEMENT, HI-DESERT WATER DISTRICT, YUCCA VALLEY, CA | CIVIL DESIGN LEAD | Provided horizontal control, paving, grading and drainage and yard piping design.

WELL NO. 41 WELLHEAD TREATMENT PROJECT, ONTARIO MUNICIPAL UTILITIES COMPANY, ONTARIO, CA | DESIGN ENGINEER | Provided design engineering and bid support services for the Well No. 41 Wellhead Treatment Project. The project included a 2,350 gpm ion exchange perchlorate treatment facility, new chlorine building for on-site generation of sodium hypochlorite (relocation of existing OSG system from Well No. 41 building), associated site improvements, approximately 1,300 LF of 16-inch diameter CML&C groundwater supply pipeline, 200 LF of 16-inch diameter CML&C treated water pipeline, and 300 LF of 18-inch diameter RCP storm drain. The ion exchange treatment process includes two pre-filters, four 12-foot diameter ion exchange treatment vessels (two trains in lead-lag configuration), along with flow metering, and controls.

Jeffrey R. Mohr, P.E., C.E.M

Electrical and Instrumentation & Controls

Education

BS, Electrical Engineering, California Polytechnic State University, 1998

Registrations

Professional Electrical Engineer, California (18977)
Professional Engineer, Colorado (PE.0049941);
North Dakota (PE-9513)
Professional Electrical Engineer,
Alaska (AELE13776); New Mexico (22963);

Nevada (022088); Oregon (85974PE);
Texas (119554); Washington (4875);

Memberships/Affiliations

Institute of Electrical and Electronics Engineers
(IEEE)
Certified Energy Manager (AEE)

Years of Experience

19 years

Professional Summary

Jeff Mohr has over 19 years of experience in the design and construction administration of power, control, and instrumentation systems for various water and wastewater projects. His designs have included low- and medium-voltage power generation and distribution systems, variable frequency drives, indoor and outdoor lighting, solid state power system monitoring and protection, hardwired relay and programmable logic controller (PLC) control systems, and various data acquisition and other instrumentation systems. Jeff has managed several large electrical generator installation projects and electrical equipment replacements on existing facilities, while maintaining continuous operation during the construction process, improving electrical safety and optimizing existing facilities to save construction costs.

Relevant Project Experience

PURE WATER MONTEREY - GROUNDWATER REPLENISHMENT, GWR INJECTION WELL FACILITIES, ENGINEERING SERVICES DURING CONSTRUCTION, MONTEREY ONE WATER, MONTEREY, CA | ELECTRICAL ENGINEER | Project responsibilities included assisting the team with Engineering Services During Construction and helped coordinate the incoming electric utility service with Pacific Gas and Electric (PG&E). The AWTF facility was designed to receive two power feeds through its 21kV Main-Tie-Main switchgear. To meet construction schedules, the 21kV primary service was coordinated with PG&E. The design of the alternate 21kV power supply from Waste management District is currently being finalized and coordinated with PG&E. The final power distribution arrangement will provide the client with a reliable power distribution system while optimizing energy usage costs.

CHERRY WILLOW RECYCLED WATER TANK FINAL DESIGN, SANTA CLARITA VALLEY WATER AGENCY, SANTA CLARITA, CA | LEAD ELECTRICAL ENGINEER | Design of an electrical distribution system to support the construction of two recycled water tanks, associated seismic valve controllers and area site lighting and receptacles. Coordinated with SCE to ensure incoming utility modifications were brought to the site.

LIFT STATION 1 REPLACEMENT, RAINBOW MUNICIPAL WATER DISTRICT, BONSALL, CA | LEAD ELECTRICAL ENGINEER | Assisting junior engineers in the design of lift station replacement project. Project includes a 50kW optional standby power generator to back up necessarily facility equipment and maintain operation of the lift station.

PLEASANT GROVE WASTEWATER TREATMENT PLANT EXPANSION, CITY OF ROSEVILLE, ROSEVILLE, CA | CHIEF ELECTRICAL ENGINEER | Responsibilities included performing quality review of design-assist documents for plant modifications to construct primary clarifier and associated pumping, solids thickening facilities, rehab of a WAS holding tank to centrate storage tank, digester facilities and a waste gas burner. The electrical work included modifications to an existing 480V metal clad switchgear, new 480V motor control centers, 480-120/208V step-down transformers and 120/208V panelboards.

SAN JOSE-SANTA CLARA REGIONAL WASTEWATER FACILITY FILTER REHABILITATION, CITY OF SAN JOSE, WATER POLLUTION CONTROL, SAN JOSE, CA | ELECTRICAL ENGINEER | Project responsibilities included review of existing design documents for the upgrading of 16 filters and associated electrical infrastructure. Will provide quality analysis and control throughout the duration of design to ensure project constructability and help optimize project costs.

SOUTH SAN LUIS OBISPO WWTP REDUNDANCY PROJECT, SOUTH SAN LUIS OBISPO COUNTY, OCEANO, CA | ELECTRICAL ENGINEER | Project responsibilities included review of existing design documents for the installation of both medium and low-voltage electrical distribution system for the operation of groundwater injection wells and future facility booster pumps. Jeff will be providing quality analysis and control throughout the duration of design to ensure project constructability and help optimize electrical equipment layout and project costs.

PROJECT 716 DUAL MEDIA FILTERS PHASES 3 & 4, CLARK COUNTRY WATER RECLAMATION DISTRICT, LAS VEGAS, NV | LEAD ELECTRICAL ENGINEER | Served as the lead electrical engineer for the design of expanded tertiary facilities for Clark Country Water Reclamation District. Project included the expansion/addition of granular media filters, a new filter influent pump station, retrofit of existing UV disinfection technology, and retrofit of other existing ancillary facilities. Tasks included bringing in two new utility services to a double-ended 12.47kV-480/277V unit substation. Unit substation was equipped with differential relay protection to limit arc flash hazard levels. Other project tasks included design and preparation of single line diagrams for both medium and low voltage distribution systems, electrical motor control schematics, uninterruptible power supply system, and interfaces with PA, telephone communication, site security and fire alarm systems.

GREEN RIVER WATER TREATMENT PLANT, TACOMA PUBLIC UTILITIES, TACOMA, WA | LEAD ELECTRICAL ENGINEER | Served as the lead electrical engineer in the construction management of the filtration facilities expansion for the Green River Water Treatment Plant. Work included modifications to the 12.47 kV primary electrical system to loop feed power around the site and interface with a new optional standby 12.47 kV paralleling diesel engine generator system. Remote operating panels were designed for the primary generator system to reduce arc flash hazards and promote safety for plant personnel. Other project details included the design of aeration and final sedimentation facilities, filters, new chemical systems and modifications to existing chemical systems, solids handling facilities, including thickeners and dewatering, two clearwells, and a finished water pump station.

FULTON PUMP STATION, PORTLAND WATER BUREAU, PORTLAND, OR | LEAD ELECTRICAL ENGINEER | Served as the lead electrical engineer for the Fulton Pump Station Replacement Project. The pump station was designed to supply 18 mgd as a reliable means to supply to Burlingame Service Area. Project tasks included utility coordination with the electrical provider (PGE), development of site plans, single line diagrams, equipment elevations, control schematics, panelboard and luminaire schedules, power, control and signal plans, and lighting, receptacle and grounding plans for the pump station.

ON**ENGINEERING****LINE****PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING**

January, 2018

ROBERT G. MARTINEZ, P.E., P.L.S. President**EDUCATION**

BACHELOR OF SCIENCE Degree in Civil Engineering (Survey Minor)
California State Polytechnic University, Pomona – June 1989

EMPLOYMENT

ON-LINE Engineering – Pasadena, West Covina, CA January '94 - Present

ASL Consulting Engineers – Pasadena, CA September '95 – December '99

So. Calif. Gas Company – Los Angeles, CA July '95 – September '95

Morsch Engineering Company – Altadena, CA July '83 – July '95

EXPERIENCE

Gas Co. As-Built and Completion Surveys, Grading/Drainage Plans, Street Plans, Storm Drain Plans, Utility Plans, Demo Plans, Hydrology/Hydraulic Analysis & Reports, General/Specific Plan Studies, Specifications, Proposals, Subdivisions, A.L.T.A. Surveys, Records of Surveys, Corner Records, Boundary & Topographic Surveys, Reservoir surveys for MWD, and various Municipalities, including: Beverly Hills, Pasadena, Los Angeles, GPS surveys, Boundary Analysis, Legal Descriptions, Mapping/Exhibits, Calculations, Survey Coordination, Field Crew Party Chief, Manual & CAD Drafting, Project Management, Client Relations & Consultations, Presentations, Proposals, Research, Processing, Training & Supervision of Co-workers.

REGISTRATIONS

Professional Land Surveyor: Registration No. L6966 (EXP. 9-30-19)

Professional Engineer: Registration No. C54360 (EXP. 12-31-19)

Hashmi Quazi, PhD, PE, GE

Principal-in-Charge / Project Director



Dr. Quazi has over 31 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget. Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, water treatment plants, wells, reservoirs, booster pump station and other related projects.



Relevant Experience

Mojave Water Agency R3 Pipeline, San Bernardino County, CA. Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project involved 10 miles of proposed Phase 1 Water Conveyance pipeline, utilizing trenchless crossings under BNSF railroad tracks, under Interstate 15 along Mesa Street, and under Highway 395 at Mesa Street. The project also included proposed Turnout Structure Nos. 6 and 7 to be located at Mesa View Drive in the City of Victorville, & proposed steel reservoir and pump station in the City of Hesperia.

The Mojave River Pipeline – Reach 4A, San Bernardino County, CA. Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation, observation and testing. The project consisted of the design and construction of approximately 30,620 linear feet of 24-inch diameter raw water pipeline located in an unincorporated area in the County of San Bernardino, north of the City of Barstow, California.

WDI-1 & WDI-2 Pump Station, Victorville, CA. Principal in Charge. Provided technical and budget oversight, resource allocation, and contract management for the geotechnical investigation. The project consisted of the construction of the WDI-1 & WDI-2 Pump Station in Victorville, CA. It will be an approximately 30' x 30' masonry block wall building with slab-on-grade. There will be piping running from the pump station to connect in the street and stub south of Sycamore Street for future extension.

Morongo Basin Water Pipeline Project, Mojave Water Agency, High Desert Area, CA. Principal in Charge. Provided technical and budget oversight, resource allocation and contract management for the geotechnical investigation. The project consisted of 70 miles of pipeline, a turnout structure, pump stations, and water reservoirs.

2.5 MG Tank & Pump Station, Hesperia, CA. Principal in Charge. Provided technical oversight and budget control for the geotechnical investigation. The project consisted of the design and construction of a 2.5 MG water tank, pump station, and associated pipelines and appurtenances located at 13500 Live Oak Street, Hesperia, CA. The proposed water tank diameter was 115 feet with a height of 30 feet and was constructed at-grade with a 4-foot-wide by 2.5-foot-deep ring wall foundation. A second future water tank is proposed with a footprint of 25 feet by 50 feet. The building was a one-story masonry block wall structure founded on shallow footings with a slab-on-grade.

EDUCATION

- Ph.D., Civil Engineering, University of Arizona, 1987
- M.S., Civil Engineering, Arizona State University, 1982
- B.S., Bangladesh Engineering University, 1978

REGISTRATIONS/CERTIFICATIONS

- California, Civil Engineer, #46651
- California, Geotechnical Engineer, #2517

Zahangir Alam, PhD, EIT

Senior Staff Engineer / Project Manager



Mr. Burnham has 6 years of experience which includes geotechnical investigations, fault studies, rock slope stability, landslide investigation, rock rippability assessment, liquefaction mitigation, and geotechnical monitoring of grading, including many hillside and hard rock sites. Mr. Burnham's organization and focus enables him to effectively coordinate projects in the field and oversee professional and field staff on their projects.



Relevant Experience

OMUC Water Main Replacement, Ontario, CA. Project Geologist. Managed fieldwork and paperwork for the geological investigation for the project. The project consists of 9,000 linear feet of 8-inch and 12-inch diameter pipeline at various locations in the Ontario, California. The pipelines will be located along Euclid Avenue, Main Street, Transit Street, "C" Street, 5th Street and College Way. Converse drilled borings in previous years in or in the close vicinity of these streets and recently for the Euclid Recycled Water Pipeline.

IEUA Baseline Pipeline Extension, Fontana, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared reports for the project. during the design phase. The project consisted of extending approximately 8,200 linear feet of 24 inch diameter recycled water pipeline on Baseline Avenue to Cherry Avenue in Fontana, California. 4,500 linear feet was run along Baseline Avenue and 3,700 linear feet was run along Heritage Circle. The pipeline was located in the IEUA 1630 Pressure Zone.

Hemlock & Redlands Booster Pump Station & Pipeline, Redlands, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared the geotechnical investigation. The project included the installation of 3,000 gpm capacity vertical pump cans, a 30 foot x 20 foot control and equipment building, and a 1,400 l.f. of pipeline exiting the new booster pump station (BPS) site and running north along Redlands Boulevard in Moreno Valley, California. The pipeline was 24 inches in diameter with an invert depth of approximately 6 to 8 feet bgs. Open cut and cover technique was used to install the pipeline.

Magnolia Avenue Techite Pipeline and Pump Station, Riverside, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared reports for the project. The project consists of the installing approximately 3,920 linear feet of 36-inch CML&C steel water pipe along the southern barrel on Magnolia Avenue from Hughes Alley to Polk and installing approximately 1,620 linear feet of 36-inch CML&C steel water pipe along the southern barrel on Magnolia Avenue from Polk Street to Park Sierra Drive. The pipes will be installed using the cut and cover technique. It will have 5 feet of soil cover.

Chromium 6 Treatment Facilities Well Sites, Coachella Valley, CA. Senior Staff Engineer. Managed fieldwork and paperwork and prepared the geotechnical investigation. The Chromium 6 Treatment Facilities project consisted of several components within 30 well sites in various locations in Coachella Valley, California. Those sites included 5 well sites with no treatment facilities, 23 sites with strong base anion (SBA) and 2 well sites with weak base anion (WBA) treatment facilities, approximately 52,350 linear feet of raw and finished water pipelines, and a Central Resin Regeneration Facility (CRRF).

EDUCATION

- Ph.D., Geotechnical Engineering, University of Texas at Arlington, 2016
- B.S., Bangladesh University of Engineering and Technology, 2009

CERTIFICATIONS

- EIT No. 138566, State Board of Licensure for Professional Engineers and Surveyors, California

Tom Dodson, Tom Dodson & Associates

Title

President /
Environmental Specialist

Education

M.A., *Geography*, University of
California, Berkeley, 1973
B.A., *Geography*, University of
California Berkeley, 1968

Experience

30+ years

Summary

Tom Dodson is the President of Tom Dodson and Associates, an environmental consulting firm in San Bernardino, California. He has more than 40 years of experience in land use planning, and environmental and resource management, with special expertise in CEQA, NEPA, regulatory compliance, expert witness testimony and communication/facilitation for resolution of environmental issues. He personally prepares environmental documentation for a broad variety of projects and acts as a resource person in working with clients, governmental agencies, and decision-makers in finding solutions to complex problems. He negotiates with regulators at the federal, state and local level, and designs formal presentations to committees.

Mr. Dodson has served as a facilitator in resolving environmental issues for several agencies, including the Bureau of Land Management, San Bernardino County, City of San Bernardino, and other agencies. Mr. Dodson also provides expert witness testimony on land use and environmental issues on a variety of court cases, primarily in CEQA litigation, takings, land use and regulatory cases. He serves as program manager on most projects undertaken by the firm and maintains close contacts with subconsultants and specialists who can provide technical information, as needed, in a timely manner. Mr. Dodson also serves as the environmental advisor/consultant to the San Bernardino County Local Agency Formation Commission, San Bernardino International Airport Authority, Inland Valley Development Agency, Inland Empire Utilities Agency, cities of Murrieta and El Monte, and several other agencies.

Relevant Experience

Negotiation of Stream Alteration Agreements and Section 404 Permits

Since 1988 Mr. Dodson has been involved in more than 20 projects that required acquisition of Stream Alteration Agreements from the State Department of Fish and Wildlife and Section 404 Permits from the U.S. Army Corps of Engineers. This includes several permits in Big Bear Valley, along the Santa Ana River and its tributaries, and southern California in general.

City of San Bernardino, Various CEQA/NEPA Documents

Over the past four years, TDA has prepared environmental documents to comply with both the California Environmental Quality Act and National Environmental Policy Act for a variety of City projects. These projects include: Orange Show Road Extension, involving two bridges, one over Twin Creek and the other over the Santa Ana River; the downtown movie theater sponsored by the City Economic Development Agency (EDA); installation of sewer lines along Cajon Boulevard for the City EDA; and most recently, several demolition projects, also initiated and carried out by the EDA. All of these documents have been successful in accomplishing full compliance with both CEQA and NEPA and other regulatory requirements, such as Corps of Engineers and endangered species permits.



Tom Dodson, Tom Dodson & Associates

Inland Valley Development Agency (IVDA)/San Bernardino International Airport Authority (SBIAA) (1992-Present)

Environmental manager for the IVDA and SBIAA in their role as the redevelopment and reuse agency for Norton Air Force Base located in San Bernardino, California. Assisted the Air Force in completing its first and only air conformity determination for reuse of a closing military base. The analysis was used in presentations to the federal Environmental Protection Agency (EPA) to revise the Conformity Regulations to exclude transfers of military bases from conformity findings. TDA has been involved in every facet of base closure, working closely with the Air Force Base Closure Agency (AFBCA) at Norton and in Washington D.C. to complete the Final EIS and issue the Record of Decision. This support effort includes endangered species management programs at the former Base and consultations with the State and Federal government under endangered species laws.

Inland Empire Utilities Agency (IEUA, 1999-Present)

As environmental consultant to the IEUA, TDA prepared the Program EIR for the Optimum Basin Management Program which evaluated the whole program that is proposed to be implemented to remove groundwater contamination from the Chino Basin. This EIR was prepared to meet court mandated deadlines and was certified in a timely manner by the IEUA. TDA has continued consulting with IEUA and recently completed a Program EIR for IEUA Facilities Masters Plans, which examined the long-term implementation of wastewater, recycled water and organic waste management programs. TDA is currently working with ASL/Tetra Tech to implement a major expansion in the organic composting operations currently being carried out by IEUA as part of the Chino Basin groundwater aquifer remediation. Site selection, due diligence, and CEQA documentation are part of the tasks that TDA has assisted with on this project.

SCRRA/Metrolink Projects (2008-Present)

Tom Dodson & Associates has worked through several different engineering firms over the past ten years with SCRRA/Metrolink. During this period, TDA performed more than 15 specific jobs/projects with SCRRA/Metrolink to support both NEPA and CEQA compliance. The largest of these projects was the compilation of an environmental data base for Positive Train Control (PTC) for each of the Metrolink Subdivisions. Each of these projects have been successfully implemented (except for the most current project, San Juan Creek Bridge Replacement Project).



Steven Itagaki, PE, TE, PTOE

Task Manager –Highways/Traffic



Title

Project Manager

Years of Experience

28

Registration

- Registered Professional Engineer, CA, #C67470
- Registered Traffic Engineer, CA, #TR2394
- Professional Traffic Operations Engineer, #2156

Education

B.S., Civil Engineering, 1991,
California State Polytechnic
University, Pomona

Affiliations

- American Society of Civil Engineers
- Institute of Transportation Engineers

Qualifications

With over 28 years of civil engineering experience as a Project Manager, Steve has worked on a variety of civil, highway, traffic, rail, and transit engineering projects for client cities, outside agencies, private sectors and California Department of Transportation (Caltrans). Steve has been responsible for managing and preparing plans, specifications and estimates for traffic signal, street lighting, signing, striping and traffic control projects utilizing AutoCAD with AutoTurn, Microstation, and Lighting Programs AGI32 and Visual. His experience also includes traffic studies and reports utilizing the Highway Capacity Software (HCS), Intersection Capacity Utilization (ICU), Synchro, and SPEEDPLOT.

Mr. Itagaki has a thorough proficiency in current Caltrans standards and procedures, traffic engineering modeling and methodologies, County of Los Angeles traffic standards and methodologies, and the State of California Vehicle Code.

Relevant Experience

Traffic Control

Site Specific Traffic Control Plans – City of Walnut Valley Water District

Served as *Lead Design Engineer* responsible for preparing traffic control plans for the short- and long-term maintenance of valves and regulating stations at 29 arterial intersections. The intersections resided in the jurisdictional agencies of the Cities of Walnut, Diamond Bar, Industry, Los Angeles County, and Caltrans. Each plan included an inventoried list of traffic control equipment required for proper delineation and not only designed for clear and sunny weather conditions but also for adverse weather conditions as well. The scope of work included in this task was a traffic report which reviewed the agencies' current traffic control device inventory and recommendations to correct deficiencies or enhance equipment to meet current standards. The report also included assumptions, analyses made, results, conclusions, recommendations, and an executive summary of this project.

English Canyon Trunk Sewer – City of Santa Margarita Water District

Served as *Lead Design Engineer* responsible for preparing traffic control plans for the installation of approximately 7,600 feet of sewer lines through the Cities of Lake Forest and Mission Viejo. The installation of this line impacted four (4) lanes of traffic through major intersections and was staged to minimize traffic interruptions.

Flight Avenue TCP (Planes of Fame) – City of Chino

Served as *Lead Traffic Engineer* responsible for providing engineering services for the temporary closure of Flight Road from Merrill Avenue to Kimball Avenue. The scope of work included preparing a final traffic control design plan for the Planes of Fame Air Museum's annual airshow.

SR-60/Azusa Avenue Roadway Improvements – City of Industry

Served as *Project Manager* responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60. The scope of work included sidewalk improvements, utility modifications, and pavement overlays as well as close coordination with Caltrans and the City of Industry. The traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements were designed to meet ADA requirements.

On Call Traffic Engineering Services – City of Desert Hot Springs (c/o Glenmorra Consultants)

Served as *Project Manager* responsible for providing on call traffic engineering in support of various capital improvement projects in design or construction throughout the City. The projects included roadway, signing, striping, traffic signals, street lighting, and traffic control improvements.

Valley Boulevard/Grand Avenue Traffic Control – City of Industry (c/o CNC Engineering)

Served as *Project Engineer* responsible for providing traffic control services for the impacted intersection of Valley Boulevard and Grand Avenue. Tasks also involved performing site visits during the various stages of construction and recommendations on traffic control adjustments.

SR-60/Azusa Avenue Roadway Improvements – City of Industry (c/o CNC Engineering)

Served as *Project Engineer* responsible for developing roadway and traffic control plans on Azusa Avenue at State Route 60. The project included sidewalk improvements, utility modifications, and pavement overlays as well as close coordination with Caltrans and the City of Industry. The Traffic signals along Azusa Avenue required careful coordination of roadway improvements. All improvements are designed to meet ADA requirements.

On Call Traffic Engineering Services – City of Desert Hot Springs (c/o Glenmorra Consultants)

Served as *Project Engineer* responsible for providing on call traffic engineering to the City of Desert Hot Springs, in support of various capital improvement projects currently in design or construction throughout the City. The projects included roadway, signing, striping, traffic signals, street lighting, and traffic control improvements.

City Engineering Services – City of Industry

Served as *City Traffic Engineer* responsible for providing City engineering services to the City of Industry. Services included permitting, plan checking, and inspection as well as the preparation of studies and design plans for roadway, traffic signal, railroad crossing, and rail/highway grade separation projects.

SR-60/Crossroads Parkway North Traffic Control – City of Industry

Served as *Lead Design Engineer* responsible for providing engineering services for the proposed street improvements at the on and off-ramps of State Route 60 (SR-60) and Crossroads Parkway North. The project included traffic control design, review of the existing signing and striping conditions, as well as timely coordination with Caltrans. Various construction stages were developed to maintain access to SR-60 and major business in the area.

Oxnard Transportation Center – East Fourth Street Parking Lot – City of Oxnard

Served as *Project Engineer* responsible for providing engineering services to plans, specifications, and estimate (PS&E) for the proposed improvements at the Oxnard Transportation Center's East Fourth Street Parking Lot in the City of Oxnard. The project included surveying and mapping, signing and striping, grading, drainage, lighting, landscaping, irrigation, geotechnical analysis, and traffic control as well as timely coordination with Caltrans and the City of Oxnard.

Buena Vista Street – City of Burbank

Served as *Design Engineer* responsible for the preparation of traffic control plans for this State Route 134 off-ramp. The project required detouring traffic for the construction of ramp widening. Pedestrian detours were also required within the construction area.

Pacific Coast Highway – City of Long Beach

Served as *Design Engineer* responsible for the preparation of traffic control plans for the installation of a storm drain along this state route. Due to the construction staging of this project, traffic was diverted in three separate phases in order to maintain traffic progression and ease of the construction.



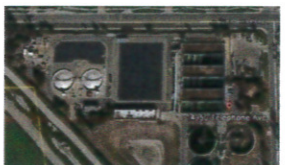
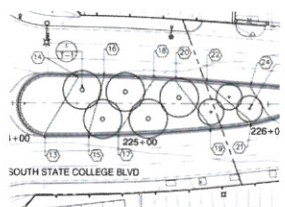
Principal



**With NUVIS
since 1978**

Licensure:
CA 1997

Education
BSLA California State
Polytechnic University,
Pomona 1978



CA 1891 . NV 396

TOM MUNOZ, PLA

With decades of on-call experience with the City of Los Angeles, County of Los Angeles, Port of Los Angeles, and many other public agencies, Tom shares his talents and passion for our profession as a volunteer vice-president of the Corona Historic Preservation Society, volunteer vice-president for the City of Corona Partners for Parks Foundation, volunteer with the Boy Scouts and participant in local California Park and Recreation Society Programs. His emphasis is in water-wise public- and private-oriented park/recreation planning and urban design projects. As a Project Manager on many of NUVIS' public agency projects; client relations, technical direction of construction documents, and multi-team/agency coordination are his notable strengths.

Professional Affiliations

California Park and Recreation Society
Corona Partners Foundation (CPF) for Parks and Recreation
Corona Historic Preservation Society (CHPS)
Boy Scouts of America, Assistant Scout Master, 1997 National Jamboree

Recognition

2015 CMAA Project Achievement Award, Berth 200 Rail Yard & Roadway, San Pedro, CA
2008 APWA Project of the Year, Parks & Recreation, Hesperia Civic Plaza Pk, Hesperia, CA
2006 WCCC Distinguished Project, Honorable Mention, LA Riverfront Park, Studio City, CA
2005 City of Los Angeles Certificate of Commendation, LA Riverfront Park, Studio City, CA
2004 CPRS Award of Excellence, Central Park Sports Complex, Huntington Beach, CA
2004 So Cal Municip. Athletic Fed., Central Park Sports Complex, Huntington Beach, CA

Berth 200 Rail Yard & Field Office

Port of Los Angeles, San Pedro, CA

Tom served as project manager on the renovation of an existing rail yard and field office including accent pottery, low water use plantings, high-efficiency irrigation system, decorative concrete walkways, California Coastal Trail improvements, fountain plaza, fencing, vehicular gate, flagpole, benches, pilasters, and plaza seat wall. CMAA Southern California Chapter 2015 Project Achievement Award. Dates: 2009-2014

Newhope-Placentia Median Landscape

Lee & Ro, Inc. for the Orange County Sanitation District, Fullerton & Anaheim, CA

Tom provided project management for design development and construction documents on 4-miles of median landscape along State College Blvd. as part of an \$80 million trunk sewer replacement project with high-efficiency subsurface drip irrigation and new low water use planting. Stakeholders include the cities of Fullerton and Anaheim, Caltrans, CSU Fullerton, USACE, and Anaheim Stadium. Dates: 2016- on-going

Carbon Canyon Water Recycling Facility

CDM Smith for Inland Empire Utility Agency, Chino, CA

Tom serves as project manager for planting and irrigation to replace landscape disturbed during the renovation of the facility. Scope of services also includes replacing dead/dying trees within the project site, governmental agency coordination, preliminary landscape plans, PS&E, and professional services during bid and construction phases.

Hermosa Beach Parking Lot D Improvements

Adam Streeter Engineers for the City of Hermosa Beach, CA

Tom serves as project manager for project includes redesign of a small municipal parking lot that is in disrepair to be a multi-benefit demonstration project that includes ADA improvements, enhanced lighting and electrical upgrades, a bicycle corral, electric vehicle charging stations, storm water capture and retention, and drought tolerant landscaping. Designs will address the sidewalk, curb and gutter as well as assess the parking lot layout and surrounding on-street parking spaces to maximize parking potential in the parking lot. Scope of services includes preliminary design, PS&E, professional services during bid and construction and governmental agency coordination.



DEPINTO MORALES
COMMUNICATIONS, INC.



David J. De Pinto
Partner/CEO
De Pinto Morales Communications, Inc.

Dave is a founding partner of *De Pinto Morales Communications, Inc. (DMCI)*, a firm specializing in environmental issues management, water education projects, crisis communications, public education and outreach campaigns, stakeholder relations, media relations, public affairs, and ethnic/community marketing. Dave is most notably a senior marketing and corporate communications strategist, with extensive experience implementing grassroots public education and outreach campaigns for controversial/complex environmental projects in both the public and private sectors. Geographically, Dave has implemented such campaigns focused in the northeast San Fernando Valley, the San Gabriel Valley, the City of Los Angeles and throughout the State of California. Dave has worked extensively with attorneys, engineers and operations staff for a wide variety of business and government enterprises, including highly sensitive and confidential matters.

Dave's industry specialties include water supply, water quality, food, beverage, hospitality, transportation, solid waste/recycling, hazardous waste, air quality, land use, oil and gas, and environmental services sectors. As DMCI expanded its water policy practice, Dave has directed several regional public education campaigns promoting the benefits of water conservation, water quality and recycled water for clients such as the San Gabriel Valley Municipal Water District, Upper San Gabriel Valley Municipal Water District, San Gabriel Basin Water Quality Authority and Main San Gabriel Basin Watermaster. Dave originated the plans for the 2012, 2013, 2014, 2016 and 2018 San Gabriel Valley Water Forums, which have become a "must attend" community leader event in the San Gabriel Valley.

Due to his campaign, business management and community leadership experience, Dave possesses intimate knowledge of and sensitivity to communities and their cultures in the northeast San Fernando Valley, the San Gabriel Valley and throughout California. As volunteer president of the largest homeowner association in the City of Los Angeles, Dave has unique insights and capabilities related to facilitating community discourse on controversial issues and development projects involving counties and municipalities, water districts, school districts and non-profit organizations.

Prior to founding his own firm in June 2001 along with long-time business associate Bob Morales, Dave was President and Chief Executive Officer for San Diego-based Stoorza Communications, a leading independent public relations consulting company in California. Dave was a member of the firm's board of directors and directed the management, staff and operations of the company's diverse practice areas and offices in San Diego, Los Angeles, Sacramento, Riverside and Fresno. The firm had annual revenue in excess of \$10 million during his tenure, with nearly 100 employees.

From 1994-1999, Dave was a global partner for Ketchum Public Relations and was general manager/director of the company's Los Angeles, Riverside and Sacramento offices. Dave also served as executive vice president of Pacific/West Communications Group, a Los Angeles-based issues management and public relations firm.

Dave's corporate background includes serving as director of marketing, public relations and public affairs for Coca-Cola Bottling Company of Los Angeles (CCLA), the nation's largest soft drink bottler, which also owned Arrowhead Water. He achieved a distinguished record of marketing innovation, sales growth and community leadership in both general and ethnic markets for Coca-Cola. Dave also was integrally involved with Coca-Cola's sponsorship of the 1984 Olympics in Los Angeles, and directed Coca-Cola's marketing partnerships with theme parks, sports and entertainment venues, professional sports franchises, major sporting events, and major universities throughout Southern California.

Dave has received numerous professional awards and recognition, including two Public Relations Society of America's (PRSA) prestigious Silver Anvil Awards for public relations campaigns on behalf of his clients, the 1996 Olympic Games Torch Relay and Knotts Berry Farm Theme Park. Dave received his M.B.A. from the University of Southern California, and his B.A. degree from Brown University, majoring in Political Science and Economics.

Dave is a member of and serves on a variety of volunteer civic and community boards of directors and committees, including the Shadow Hills Property Owners' Association, S.A.F.E. Coalition and Oakmont Country Club. Dave is married with two children. Since 2014, Dave has voluntarily spearheaded creation of and advocacy by the S.A.F.E. Coalition, a northeast San Fernando Valley based coalition of community leaders opposed to the high speed train project and the negative impacts it will create for residents and businesses in the northeast San Fernando Valley.

Employment Background

- 2001-Present De Pinto Morales Communications Inc.
Partner/CEO
- 1999-2001 Stoorza Communications
President & CEO
- 1994-1999 Ketchum Public Relations
International Partner & General Manager
- 1989-1994 Pacific/West Communications Group
Executive Vice President
- 1984-1989 Coca-Cola Bottling Company of Los Angeles
Director, Marketing and Public Relations



REQUEST FOR PROPOSALS

For

UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN

MARCH 2019

**City of San Fernando
DEPARTMENT of PUBLIC WORKS
ENGINEERING DIVISION
117 MACNEIL STREET
SAN FERNANDO, CA 91340-2993**

All proposals must be submitted in a sealed envelope and received at San Fernando City Hall on or before Friday, April 5, 2019 at 4:00 PM with the following notation:

**Request for Proposals for
Upper Reservoir Replacement Engineering Design
City of San Fernando**

BACKGROUND

The City of San Fernando Public Works Department ("City") is seeking an experienced, responsible, qualified, capable and professional consulting firm ("Consultant") to provide design engineering services for the Upper Reservoir Replacement Project. The City is planning to replace the existing 1 MG reservoir, located at 13655 Foothill Boulevard in the City of Los Angeles. The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir. The proposed reservoir will replace the existing reservoir in place at the existing Upper Reservoir site.

The Consultant shall perform the general tasks as described in the Scope of Work section of this Request for Proposals (RFP). The City intends to select the most qualified Consultant for the project. Proposals will be evaluated by the City's Selection Committee on the basis of professional engineering expertise in concrete or steel reservoir design, and qualification and experience of the staff proposed for this project.

PART I- PROPOSAL CONTENT

1.1. Proposal Submittal

Each prospective firm must submit one (1) original signed copy, and five (5) duplicate copies of the complete Proposal, as well as a complete digital version on a flash drive in a sealed envelope marked "Proposal for the Upper Reservoir Replacement Engineering Design. Proposal submissions must contain page numbers and are limited to a total of twenty-five (25) pages (excluding appendices) using letter sized paper and not less than 12 point font.

To be considered, all Proposals shall be completely responsive to the Request for Proposals (RFP) document. "Completely responsive" is hereby defined as meeting all requirements as outlined in Section 1.2, Proposal Requirements. Proposals will be received by the City until Friday, April 5, 2019 at 4:00 PM. If mailing, Proposals shall be sent to:

Attn: Yazdan Emrani, P.E., Director of Public Works/City Engineer
City of San Fernando 117 Macneil Street
San Fernando, CA 91340

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting Proposals. All Proposals received after the deadline will be rejected and returned unopened.

No extensions will be granted. All Proposals will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all Proposals are rejected.

1.2 Proposal Requirements

The Proposal shall include the following:

1. Understanding of the Scope of Services

Describe your understanding of the services to be performed for the particular service, as identified in the scope of work.

2. Methodology and Work Plan

Provide a comprehensive description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to conduct these services in a professional and efficient manner.

3. Experience and Qualifications of Firm

List similar services successfully provided within the last five (5) years, with a particular emphasis on local public agencies of a similar size and range of services as the City of San Fernando.

4. Key Personnel

Please provide the names and qualifications of the key personnel, including an experienced Project Manager, assigned to this contract.

5. References

List the name, address, e-mail, and telephone number of references from at least five (5) agencies the Consultant provides similar services as described in this RFP. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. The references should include the date(s) the services were provided.

6. Fee Proposal

The fee proposal will be reviewed, but is not the sole factor in the selection process. Fees should include a cost breakdown by task and hourly rate for each personnel category.

7. Completion Schedule

The Consultant shall include a detailed project schedule identifying the different tasks and phases of the project and their estimated completion dates.

1.3 RFP Questions

Questions with regard to this RFP should be submitted by e-mail only to Kenneth Jones, Management Analyst, at kjones@sfcity.org by Monday, March 25, 2019. Responses to all questions and any other addenda that may be released, will be published on the City's web site, by **Monday, April 1, 2019**.

1.4 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be conducted on Thursday, March 21, 2019, at 11 AM in the Public Works Department's Operations Building located at 120 Macneil Street, San Fernando, CA 91340.

1.5 Bid Rejection

All Proposals will be reviewed to determine conformance with the RFP requirements. Any Proposal that the City deems incomplete, conditional, or non-responsive to the RFP requirements may be rejected. The City reserves the right to reject any and all Proposals.

1.6 Evaluation Criteria

After review for compliance with required qualifications, the City will evaluate Proposals based on the following criteria. Cost will not be the sole criteria for which an award of contract is made.

The following criteria shall be used in the evaluation of the Consultant's offer of services:

1. Experience in providing consulting and engineering services on projects of similar scope and size;
2. Project manager and project team's experience and performance in conducting assignments of similar scope;
3. Methodology to be employed in conducting the project;
4. Consultant's support organization and quality assurance methods for optimizing manpower utilization;
5. Proposal conciseness and clarity in understanding the City's needs and defining a work plan for satisfying those needs;
6. Schedule compatibility with City's need; and
7. Fair price estimate for the proposed scope of work.

1.7 Selection and Award

Selection will take place through the process described below. An award of contract may be made to the firms that meet the Proposal requirements specified in this RFP and submit the Proposal that is considered most advantageous to the City. Negotiations may or may not be conducted with any prospective firms, therefore, each Proposal should include the firm's most favorable terms and conditions since selection may be made without discussion with any firm.

The selection process shall be as follows:

1. Sealed Proposals will be opened and evaluated to determine compliance with Section 1.2. Proposals meeting specified requirements will be considered responsive and will be included in the next phase of review.
2. Responsive Proposals will be evaluated by City staff members. Following this review, a decision will be made whether to recommend award of an on-call contract to the firms that best meet the needs of the City. City may or may not conduct interviews with a short list of the consultants. The award is expected by May 2019.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described below. The City also makes no representations that any contract will be awarded to any firm responding to this RFP. The City expressly reserves the right to reject any and all Proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any Proposal or in the RFP procedure and to be the sole judge of responsiveness to this RFP.

PART II- SCOPE OF WORK

The Scope of Work described below covers the engineering services for the Design of the Upper Reservoir Replacement Project.

Task 1 Predesign Engineering Services

- A. Attend a kickoff meeting with the City to discuss the goals and objectives for the project
- B. Review City's existing data, reports, record drawings and studies concerning reservoir location, design, construction and other issues.
- C. Review and provide findings in a recommendation regarding the Upper Reservoir Replacement.

Task 2 Preliminary Design Engineering Services

- A. Prepare preliminary geological, soils, and seismic studies to address relevant geology, seismicity, and groundwater issues for the preparation of the Preliminary Design Report (PDR).
- B. Conduct monthly project team meetings to include City and key sub consultants. Prepare meeting minutes.
- C. Submit Quality Control and Quality Assurance Plan for City review and approval.
- D. Prepare a detailed PDR that can be construed as 30% design effort and shall include scaled exhibits and drawings. The PDR, at a minimum will address the following:
 - 1. Site considerations;
 - 2. Location of existing reservoirs on the property;
 - 3. Location of other existing facilities on the property;
 - 4. Hydraulic Analysis
 - 5. Surge Analysis
 - 6. Maximum possible storage capacity of the site;
 - 7. Integration of proposed Upper reservoir and other potential storage facilities;
 - 8. Location of other proposed potential facilities, including booster pumps currently onsite and an evaluation of their current condition.
 - 9. New on-site piping configurations;
 - 10. Geotechnical considerations;
 - 11. Civil design considerations
 - 12. Grading and landscaping;
 - 13. Construction staging area and access;
 - 14. Protection of existing facilities;
 - 15. Community impacts and traffic analysis;
 - 16. Reservoir piping including inlet/outlet, drainage, and overflow;
 - 17. Off-site piping
 - 18. Structural design;
 - 19. Provide all necessary environmental documents as required by CEQA to secure a negative declaration for the project.
 - 20. Reservoir telemetry, SCADA and instrumentation;
 - 21. Photorealistic color renderings of the site with the proposed reservoir;
 - 22. Reservoir design considerations including entry/exit, water quality control, ventilation, security, maintenance, and other issues;
 - 23. Cost estimates; and
 - 24. Design and construction schedule
- E. Submit five (5) copies of the draft PDR for City staff review and comments, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).
- F. Submit five (5) copies of the final PDR, which incorporates City staff review

comments, along with a flash drive containing the electronic files both in the source file format and in Portable Document Format (PDF).

Task 3 Final Design Engineering Services

- A. Research and identify the location of all underground utilities on the project site and immediate vicinity of the proposed facilities and appurtenances. Information such as material, size, depth, and horizontal location of all facilities shall be clearly identified on the topographic, demolition and construction drawings.
- B. Provide topographic mapping of the project site and immediate vicinity by land surveying, aerial photogrammetric and other measures necessary for reservoir design, along with horizontal and vertical control.

Topographic mapping shall extend for full street right-of-way width on streets adjoining the project site, and 50-feet beyond the project site property lines that do not adjoin a public roadway. Record all features including water facilities, sanitary sewer, storm drain, power poles, driveways, fences, bushes, etc.

- C. Prepare Traffic Control plans as determined by City of San Fernando Public Works Department for construction activity within street right-of-way, and obtain approval from the City of San Fernando Public Works Department
- D. Conduct Monthly Team meetings to include City staff and key sub- consultants. Prepare meeting minutes. Attend pre-bid meeting, pre- construction meeting, and any other necessary with City's staff during the course of the project.
- E. Attend up to three (3) community meetings; prepare presentation material such as PowerPoints and displays to assist City addressing community issues.
- F. Participate in public outreach.
- G. Submit Monthly Progress Reports to include budget status per task, work completed and work to be completed in next 30 days.
- H. Prepare detailed construction drawings and specifications (bidding documents) including civil, structural, architectural, landscape, mechanical, electrical, and instrumentation and control.
- I. Plans and specifications for all aspects of the project shall be submitted, including: water reservoir, booster pumps and all related pipelines; relocation of on-site utilities, appurtenances, power poles, and other structures; grading plans; and any required street improvement plans.
- J. Submit Plans and Specifications to all concerned agencies and departments for review.
- K. Obtain any permits necessary to complete the project.
- L. Perform all required corrections and resubmittals necessary for approval.
- M. Provide detailed construction cost and quantity estimates based upon the approved final design.
- N. Prepare recommended construction completion schedule including key milestones for the construction progress.

- O. Provide to the City, five (5) hardcopy sets of completed bound drawings and specifications.
- O. Provide to the City, a flash drive containing the electronic files in the source file format of all project documents, including the construction drawings in Auto CAD format acceptable to the City.
- P. Provide to the City, a flash drive containing the electronic files in Portable Document Format (PDF) of all the project documents for reproduction and distribution purposes.
- Q. Provide assistance during the bidding process and in analyzing bids and the award of Task 3 progress reviews shall be at 60 percent complete, 90 percent complete and 100 percent completion of the design. The consultant shall furnish a minimum of five (5) copies of the work in progress when submitting for review.

Task 4 Engineering Services during Construction

The following services shall be provided after award of the project, during the construction period:

- A. Schedule and chair a pre-construction meeting with the contractor, City staff, and consultant staff for the project.
- B. Submit a detailed construction Quality Control and Quality Assurance Plan for City review and approval.
- C. Develop and maintain an informational website about the project construction, including site pictures, project schedule, etc.
- D. Review shop drawings and working drawings of manufacturers and constructors for substantial conformity with the contract plans and specifications.
- E. Assist in the correct interpretation of the plans and specifications, including the preparation of engineering details and sketches, if required for clarification.
- F. Review estimates of progress and final payments, submitted by the contractor, and forward recommended payment to City staff for payment by the City's Finance Department.
- G. Weekly visit by the project Engineer to the project site.
- H. Final inspection by the Project Engineer.
- I. Prepare revisions/corrections of plans to reflect any changed conditions during construction for the record drawings.
- J. Prepare Record Drawings in AutoCAD version 2008 format.
- K. Respond to all RFI's and RFD's.

CITY FURNISHED SERVICES

The City will provide existing plans, water system maps, reports, and studies related to the design of the project facilities.

City staff will be available to answer the Consultant's questions regarding the project during all phases of the work.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: May 6, 2019

Subject: Consideration to Approve an Option Agreement for Real Property Located at 13441 Foothill Boulevard

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Option Agreement for real property located at 13441 Foothill Boulevard (Attachment "A" – Contract No. 1917); and
- b. Authorize the City Manager to execute agreement and all related documents.

BACKGROUND:

1. The City of San Fernando owns and operates its own water system and is responsible for providing water services to all City residents and businesses in sufficient quantities to meet domestic and fire service demands. This includes maintenance of approximately 66.5 miles of water mains, 5,264 water services and 548 fire hydrants. The system pumps water from the Sylmar Groundwater Basin through four wells, three booster pump stations, four reservoirs and two pressure regulation stations.
2. The City has the need to increase its storage capacity to accommodate future growth and plan for future drought conditions. Consequently, the City has been searching for possible sites and funding sources to increase capacity in existing reservoirs and/or construct additional reservoirs.
3. In July 2018, the City received notice from Senator Robert Hertzberg's office that San Fernando received a \$5 million grant from the state to construct a new water reservoir to reconstruct an existing reservoir or construct a new reservoir at an alternate site.
4. As a result, the City has been searching for available land that may be suitable as a future water reservoir site.

Consideration to Approve an Option Agreement for Real Property Located at 13441 Foothill BoulevardPage 2 of 3

5. In Fall 2018, staff identified a site available for purchase located at 13441 Foothill Boulevard, Los Angeles, CA which is in very close proximity to two of the City's existing water reservoirs.
6. On September 17, 2018, staff received City Council approval to prepare a Letter of Intent (Attachment "B") to enter into a Purchase Option Agreement and submit the Letter of Intent ("Letter") to the listing broker.
7. In September 20, 2018, staff, in consultation with the City Attorney's Office, prepared and submitted the Letter. However, the Letter was returned unsigned as there were issues related to the ownership on Title. The broker agreed to allow the City to begin initial inspections of the property while the ownership issues were resolved.
8. In early March 2019, the City Attorney's office received word that the final court order resolving the ownership issue had been received.
9. On March 14, 2019, the City submitted a revised Letter of Intent reflecting the corrected ownership and providing a deadline for response of April 15, 2019.
10. The broker returned the signed Letter prior to the April 15, 2019 deadline indicating the owners' interest in entering a Purchase Option Agreement with the City based on the terms outlined in the Letter.
11. The Letter commits the City to working with the Owners to prepare and agree on a Purchase Option Agreement by or before April 30, 2019 for execution by May 7, 2019.
12. The City Attorney has worked with the broker to agree on a draft Purchase Option Agreement for City Council consideration.

ANALYSIS:

The proposed Purchase Option Agreement (Attachment "A") offers a purchase price of \$1,000,000 and requires the City to deposit \$30,000 with an escrow holder and \$100 as consideration for the Option Agreement itself. The City will then have 60 days to complete a due diligence review to determine the suitability of the site for a water reservoir, including, but not limited to, a property appraisal, preliminary geotechnical study, and preliminary grading study. By or before the end of the 60-day due diligence period (July 6, 2019), the City has the option to execute the Purchase Option and move forward with acquiring the property for \$1,000,000 or decline the Purchase Option, in which case the \$30,000 deposit would be returned to the City.

Consideration to Approve an Option Agreement for Real Property Located at 13441 Foothill BoulevardPage 3 of 3

Should the City execute the Purchase Option within 60 days, the City will have an additional 120 days (a total of 180 days) to complete the purchase of the site. If the purchase is not complete within 180 days, the City will forfeit the \$30,000 deposit and lose the exclusive right to purchase the property at the agreed upon price of \$1,000,000.

BUDGET IMPACT:

The deposit funds as well as the cost to prepare the due diligent studies are being paid from the Water Enterprise Fund. There are sufficient funds currently included in the Fiscal Year 2018-2019 Adopted Water Capital Improvement Budget to cover these initial costs. If the City moves forward with executing the Purchase Option, additional financing options will be presented for City Council consideration at that time.

CONCLUSION:

Staff recommends approving the proposed Purchase Option Agreement to allow the City to continue due diligence on the site to determine the suitability of the site for a future water reservoir.

ATTACHMENTS:

- A. Contract No. 1917
- B. Letter of Intent

ATTACHMENT "A"
CONTRACT NO. 1917**OPTION TO PURCHASE PROPERTY
AGREEMENT AND OPTION ESCROW INSTRUCTIONS
(Property Located at 13441 Foothill Blvd., Los Angeles, California)**

THIS OPTION TO PURCHASE PROPERTY AGREEMENT AND OPTION ESCROW INSTRUCTIONS ("Agreement") is dated as of _____, 2019 by and between the City of San Fernando, a municipal corporation ("City") and the following, jointly and severally:

1. Richard C. Patterson, a married man, as his sole and separate property, as to an undivided 50% interest ("Co-Seller #1"); and
2. David M. Kull and Ronna Kull, Trustees of the David and Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest ("Co-Seller #2").

For purposes of this Agreement the capitalized term "Seller" shall be a collective reference to both Co-Seller #1 and Co-Seller #2.

This Agreement is executed and entered into in light of the facts set forth in the following Recital paragraphs:

RECITALS

A. This Agreement concerns certain property located at 13441 Foothill Boulevard, Los Angeles, California (the "Property"). The Property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

B. Co-Seller #1 and Co-Seller #2 each own an undivided 50% interest in the Property.

C. The City has previously delivered its [Updated] Letter of Intent, dated April 20, 2019, to the Seller, which the Seller has accepted. The City Letter of Intent sets forth the general terms on which the City proposes to conduct certain studies and evaluation of the proposed acquisition of the Property by the City during the "Option Term" as this term is specifically defined below in this Agreement.

D. The Seller and the City each deem it to be appropriate to enter into this Agreement in order to afford the City with sufficient time to undertake and complete the indicated due diligence studies and evaluations of the proposed acquisition of the Property for the public purposes of the City as provided herein below in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE AMOUNT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE SELLER AND THE CITY AGREE AS FOLLOWS:

A. **OPTION**

1. Effective Date. This Agreement shall take effect and bind the Seller and the City to its terms commencing on the “Effective Date” as this term is defined in Section A.1.i, below

i. Occurrence of Effective Date. The Effective Date shall occur on the day when all three (3) of the following conditions have been satisfied:

- (A) the Seller has fully executed this Agreement and the Memorandum of Option as evidenced by the signature(s) of its authorized member(s), which appear on page 16 of this Agreement, below; and
- (B) the City has fully executed this Agreement and the Memorandum of Option as evidenced by the signature of its authorized officer which appears on page 16 of this Agreement, below; and
- (C) Encore Escrow escrow department (the “Option Escrow Holder”) has acknowledged its acceptance of its duties and responsibilities under this Agreement as evidenced by the signature of its authorized officer which appears at page 17 of this Agreement, below and the Option Escrow Holder has received a copy of the fully executed Memorandum of Option in recordable form.

ii. Defined Terms. In addition to the usage of definition of words or phrases as set forth elsewhere in this Agreement, the following words and phrases shall have the meaning as provided below:

- (A) **City Notice of Acceptance** means and refers to the notice, which the City may provide to the Seller and the Option Escrow Holder in its sole discretion within sixty (60) calendar days following the Effective Date that the City has completed its preliminary due diligence investigation of the Property. The issuance of the City Notice of Acceptance shall be subject to the provisions Section A.7.vi. The form of the City Notice of Acceptance is attached hereto as **Exhibit “C”**.
- (B) **City Purchase and Sale Agreement and Escrow Instruction** means and refers to the Property purchase agreement in the form attached hereto as **Exhibit “E”**.
- (C) **City Title Insurance Commitment** means and refers to a written commitment to issue an owner's policy of title insurance in favor of the City in a form acceptable to the City in its sole and absolute discretion.
- (D) **CEQA** means and refers to California Environmental

Quality Act, as amended and its implementing regulations.

- (E) **Escrow** means and refers to the escrow transaction, which may hereafter be established by the parties under the City Purchase and Sale Agreement and Escrow Instructions promptly following the issuance of the Option Notice by the City as provided under Section A.8.
- (F) **Extension Option Consideration** means and refers to the sum of Five Thousand Dollars (\$5,000) payable to the Seller as provided in Section A.5.ii.
- (G) **Initial Option Consideration Payment** means and refers to the sum of One Hundred United States Dollars (\$100) payable to the Seller as of the Effective Date. The Initial Option Consideration Payment shall be non-refundable to the City in all events and is independent consideration payable to the Seller for the execution of this Agreement and shall be distributed to the Seller by the Option Escrow Holder as promptly as feasible following the Effective Date. The Initial Option Consideration Payment shall be applicable to the Purchase Price of the Property provided that the City exercises the Option to purchase the Property, and thereafter the Settlement occurs, the Initial Option Payment shall be applied as a credit to the Purchase Price.
- (H) **Memorandum of Option** means and refers to the instruction in recordable form, which has been jointly executed by the Seller and the City and delivered to the Option Escrow Holder as of the Effective Date. The Escrow Holder shall retain the Memorandum of Option in its Option Escrow until such time as the Option Escrow Holder may receive the City Notice of Acceptance, at which time the Option Escrow Holder shall cause the Memorandum of Option to be recorded in the Office of the Recorder of Los Angeles County. The form of the Memorandum of Option is attached hereto as **Exhibit "B"**.
- (I) **Option Escrow** means and refers to escrow transaction established under this Agreement, which is administered by the Option Escrow Holder. The Option Escrow is a distinct and separate transaction from the "Escrow" which may hereafter be established by the parties under the City Purchase and Sale Agreement and Escrow Instructions promptly following the issuance of the Option Notice by the City.

- (J) **Option Notice** shall have the meaning set forth in **Section A.8**. The form of the Option Notice is attached hereto as **Exhibit “D”**. In the event that the City may in its sole and absolute discretion elect to issue the Option Notice, the Option Notice shall be accompanied by a copy of the City Purchase and Sale Agreement and Escrow Instruction, which has been executed by the City.
- (K) **Option Payment** means and refers to the sum of Thirty Thousand Dollars (\$30,000) payable to the Seller as provided in **Section A.4**, provided that the City exercises the Option to purchase the Property and thereafter the Settlement occurs, the Option Payment shall be applied as a credit to the Purchase Price.
- (L) **Option Term** shall have the meaning set forth at **Section A.5.i**.
- (M) **Purchase Price** means and refers to the sum of **One Million Dollars (\$1,000,000)** payable to the Seller upon the Settlement of the Property Escrow subject to the application of certain credits as set forth in the City Purchase and Sale Agreement and Escrow Instructions.
- (N) **Settlement** shall have the meaning as set forth in the City Purchase and Sale Agreement and Escrow Instructions.

iii. List of Exhibits. The following is a listing of exhibits which are referenced in this Agreement:

<u>Exhibit “A”</u>	Legal Description of the Property
<u>Exhibit “B”</u>	Form of Memorandum of Option
<u>Exhibit “C”</u>	Form of Notice of City Acceptance
<u>Exhibit “D”</u>	Form of Option Notice
<u>Exhibit “E”</u>	Form of City Purchase and Sale Agreement and Escrow Instructions

iv. Confirmation of Effective Date by Option Escrow Holder. Within five (5) calendar days following receipt of the Option Payment from the City, the Option Escrow Holder shall issue its written confirmation to the Seller and the City of its receipt of the Option Payment and confirmation of the Effective Date of the Agreement. In the event that the Option Escrow Holder has not issued such written confirmation to the Seller and the City by a date not later than **2019** for any reason, then

in such an event this Agreement shall be deemed to have been terminated without the fault of any party, and this Agreement shall be of no further force or effect, unless otherwise agreed to by the Seller and the City.

v. Counting of Days Following the Effective Date. For the purpose of calculating the elapse of a specific number of days referred to below in this Agreement following the occurrence of the Effective Date, such period of time shall be determined by including the calendar day or which the Effective Date has occurred as the first day of such period, and ending as of 5:00 PM Pacific Time on the last day of such a referenced period of time following the Effective Date; provided however that if the ending date of any such period may fall on a weekend day or on a national holiday when either federally chartered national banks or the United States Postal Service are closed for business by the general public, then in such an event, the last day for such a period of time shall be the next week-day when federally chartered national banks or the United States Postal Service are open for business to the general public.

2. Option Escrow Holder. The Seller and the City hereby designate **Encore Escrow** to serve as the Option Escrow Holder. The Option Escrow Holder shall accept its duties and responsibilities as arise under this Agreement as evidenced by the signature of its authorized officer which appears at page 16 of this Agreement. The Seller and the City hereby further agree to execute such customary and reasonable escrow administrative documents in favor of the Option Escrow Holder as the Option Escrow Holder may request. The Seller and the City shall be **jointly and severally responsible** for the payment of the reasonable costs and expenses incurred by the Options Escrow Holder during the Options Term, in accordance with its standard escrow holder service rates. As between the Seller and the City, **each party shall pay for one half (1/2) of such costs and expenses of the Option Escrow Holder** during the Option Term. The Seller and the City reserve the right to designate a successor Option Escrow Holder upon appropriate joint written notice to the Option Escrow Holder.

3. Grant of Option. On receipt of the Initial Option Consideration Payment by the Seller and delivery of the Option Payment to the Option Escrow Holder by the City pursuant to Sections A.4. and A.6., as a condition precedent the Seller shall grant to the City an irrevocable, and exclusive option to purchase the Property from the Seller (the "Option"), subject to the condition set forth in Section A.8., retroactively effective as of the Effective Date.

4. Delivery By the City of the Option Payment and the Initial Option Consideration Payment to the Option Escrow Holder. Within five (5) calendar days following the Effective Date, the City shall deliver the Option Payment and the Initial Option Consideration Payment in immediately available funds to the Option Escrow Holder. The Option Escrow Holder shall disburse the Initial Option Consideration Payment and the City Option Payment to the order and instruction of the Seller as follows:

- (A) the Initial Option Consideration Payment shall be paid to the Seller promptly following receipt by the Option Escrow Holder as provided

- in Section A.6.i.; and
- (B) the Option Payment shall be held by the Option Escrow Holder until it is either paid to the Seller as provided in Section A.6.ii., or returned to the City as provided in Section A.6.v.

5. Option Term, Initial Option Term and Execution of Option Term.

i. Option Term. The words “Option Term” means and refer to the period of time following the Effective Date when this Agreement is in effect. The Option Term shall commence on the Effective Date and shall expire **One Hundred and Eight (180) calendar** days following the Effective Date (the “Initial Option Term”), unless before the last day of the Initial Option Term the Option is exercised by the City in accordance with the provisions of Section A.8., or the Option Term is extended beyond the Initial Option Term as provided in Section A.5.ii.

ii. Extension of Option Term. Provided that the City is not in material breach of this Agreement during the Initial Option Term, the City shall have the right to three (3) separate thirty (30) day extensions to the Initial Option Term (each an “Extension Option”). In the event the City may in its discretion exercise an Extension Option, the City may do so by delivering written notice thereof to Seller and the Option Escrow Holder on or before the last day of the Option Term (or on or before the last day of the Option Term as extended by the applicable Extension Option if the City has previously exercised an extension or extensions thereof) together with the payment by the City to the Seller of additional consideration in the amount of **Five Thousand Dollars (\$5,000)** for each such Extension Option (the “Extension Option Consideration”).

iii. Automatic Termination of the Option Term. In the event that the City does not exercise the Option within the Option Term, including the Option Term as may have been extended by one or more Extension Options, then the Option and the rights of the City under this Agreement will automatically and immediately terminate without fault by either party, and the Seller shall retain the Initial Option Consideration Payment, the Option Payment and any Extension Option Consideration, as applicable, through the date of such termination whereupon the parties shall be mutually released from any further liability except with respect to matters covered by Section C.10., and upon the Seller’s written request, the City shall promptly execute a release or a quitclaim deed in recordable form, or any other document reasonably requested by Seller which cancels the Memorandum of Option.

6. Disposition of the Initial Option Consideration Payment, the Option Payment and Any Extension Option Consideration.

i. The Initial Option Consideration Payment shall be disbursed to the Seller promptly following receipt of such funds for the City by the Option Escrow Holder as provided in Section A.4(A).

ii. Promptly following the receipt by the Option Escrow Holder of the City Notice of Acceptance, the Option Escrow Holder shall disburse the Option Payment

to the order and instruction of the Seller, and the Option Escrow Holder shall cause the Memorandum of Option to be recorded as provided in Section A.7.x.

iii. Promptly following the receipt by the Option Escrow Holder of each of the up to three (3) Extension Option Consideration payments, the Option Escrow Holder shall disburse each such Extension Option Consideration Payment to the order and instruction of the Seller.

iv. Provided that the City has issued a timely Notice of Exercise of Option to the Option Escrow Holder as provided in Section A.8., and thereafter, the Settlement occurs, the Initial Option Consideration Payment, plus the City Option Payment shall be credited to the Purchase Price of the Property, together with a further credit to the Purchase Price of the Property of any Extension Option Consideration payments previously received by the Option Escrow Holder during the Option Term, as applicable.

v. In the event that at any time prior to the sixtieth (60th) day following the Effective Date, subject to extensions agreed to under Section A.7.vi., if any, the City may determine in its sole and absolute discretion to terminate this Agreement, the City may issue a written notice of termination to the Option Escrow Holder which references this Section A.6.v., and the Option Escrow Holder shall promptly return the Option Payment to the order and instruction of the City and terminate the Option Escrow whereupon the Seller and the City shall be mutually released from any further duty or liability under this Agreement, except with respect to matters covered under Section C.10.

vi. In the event that the City may not timely issue its Notice of Exercise of Option before the end of the Option Term (including any applicable Extension of the Option Term) following the date when the City Notice of Acceptance of Condition has been delivered to the Seller and the Option Escrow Holder, the Seller shall retain the Option Payment, together with the Extension Option Consideration payments (if applicable) as the property of the Seller and the Option Escrow Holder shall terminate the Option Escrow and return all original documents in the possession of the Option Escrow Holder to the appropriate party whereupon the Seller and City shall be mutually released from any further duty or liability except with respect to matters covered under Section C.10.

7. Due Diligence Prior to Issuance of City Notice of Acceptance of Condition.

i. The City shall have a period of sixty (60) calendar days following the Effective Date (subject to Section A.7.vi) in which to conduct such preliminary due diligence investigation of the condition of the Property as the City may in its sole and absolute discretion deem to be appropriate.

ii. Within ten (10) calendar days following the Effective Date the Seller shall cause the Title Company to deliver a preliminary title report of the Property to the City together with legible copies of each title exception identified in such preliminary title

report. For purposes of this Agreement, the term "Title Company" means Progressive Title Co.

iii. Within fifteen (15) calendar days following the Effective Date, the Seller shall deliver to the City the following written reports and documents in its possession relating to the Property:

- (A) soils and geotechnical reports; and
- (B) Phase I Environmental Investigation reports any Phase II Environmental Investigation reports; and
- (C) biological condition assessment reports; and
- (D) all documents, reports and studies in the possession of the Seller as relates to CEQA environmental assessment work as prepared in connection with submission of the development project application to the City of Los Angeles described in Section 6.7.iii, (D), including without limitation technical CEQA studies as relate to potential traffic, air quality, noise and biological habitat impacts of such approval of the development of the Property as proposed by the Seller; and
- (E) the natural hazards disclosures under Government Code Section 8589.3, 8589.4 and 51183.5 and Public Resources Code Sections 2621.9, 2694 and 4136.

iv. Within ten (10) calendar days following delivery to the City of the studies, reports and documents referenced in Section A.7.iii, the City may request that the Seller provide the City with copies of such other studies, reports and documents in its possession which are referenced in any of the Property reports and documents generally identified in Section A.7.iii, which were not previously provided to the City by the Seller, if in the Seller's possession.

v. Upon the written request of the City, the Seller shall promptly direct each third party professional, consultant or service provider to the Seller who has produced any of the reports, studies or documents as generally identified in Section A.7.ii or Section A.7.iii, above, to assist and cooperate with the City in responding to inquiries which the City may pose to such third parties as relates to the Property, provided however, that the Seller shall incur no cost or expense to any third party professional consultant or service provider in connection with such inquiry by the City. Upon the written request of the City the Seller shall expressly consent to any third party professional, consultant or service provider who may have previously provided services to the Seller with respect to the Property entering into a new professional services contract with the City for services requested by the City as relate to the Property.

vi. In the event that any report, study or document referenced in Section A.7.iii or Section A.7.iv, is not delivered by the Seller to the City within the applicable period of time, the City's preliminary due diligence period under Section A.7.i may be extended by one (1) day for each day of such day of delay, subject to the

provisions of the next three (3) sentences. In order to claim one or more extended days for the City's preliminary due diligence period, the City shall give written notice to the Seller and the Option Escrow Holder within thirty (30) calendar days following the Effective Date which references this Section A.7.vi, identifying the specific document or study sought from the Seller by the City. In the event that the Seller may not produce a copy of such a document or study within ten (10) calendar days following receipt of such notice, then the City due diligence period under Section A.7.i, shall be extended for a reasonable period under the circumstances as deemed appropriate by the City provided however that the City's preliminary due diligence period shall not be extended for more than an aggregate of thirty (30) calendar days under this Section A.7.vi. The Option Escrow Holder shall provide the Seller and the City with written confirmation of any extension of the period of time during which the City preliminary due diligence period may be continued as authorized by this Section A.7.vi. At the end of any such extended period of the City due diligence period, the City shall either issue its City Notice of Acceptance or the Option Escrow Holder shall return the Option Payment to the City.

vii. The Seller acknowledges and agrees that the City in its sole discretion may initiate a written request with the City of Los Angeles at any time following the Effective Date during the term of this Agreement seeking a finding in favor of the City that the proposed use of the Property by the City for public purposes is consistent with the General Plan of Los Angeles as provided under Government Code Section 65402(c) along with other zoning and land use regulations of the City of Los Angeles. The Seller shall assist and cooperate with the City in the submission of any such request by the City at no cost or expense to the Seller.

viii. The Seller acknowledges and agrees that the City in its sole discretion may prepare and circulate for public review and comment at any time following the Effective Date during the term of this Agreement an Initial Study and a related CEQA evaluation of the acquisition and use of the Property by the City and that the City may conduct public meetings at which the acquisition of the Property subject to the exercise of the Option, is considered and discussed. The Seller shall assist and cooperate with the City in the preparation and circulation of the Initial Study and related CEQA documents at no cost or expense to the Seller. All related CEQA determinations shall issue, and all challenges resolved to the satisfaction of the City, prior to the end of the Option Term, as extended.

ix. The City shall in its sole discretion confirm its preliminary acceptance of the condition of the Property by a date not later than the end of the City preliminary due diligence period, subject to Section A.7.vi., as evidenced by the delivery to the Seller and the Option Escrow Holder of its City Notice of Acceptance. In the event that the City Notice of Acceptance is not executed by the City and delivered to the Option Escrow Holder within sixty (60) calendar days following the Effective Date (subject to the limited extension of the term of the City due diligence period under Section A.7.vi., above) for any reason, then in such event, the Option Escrow Holder shall promptly return the Option Payment to the City and terminate the Option Escrow whereby the Seller and the City shall be mutually released from any further duty or liability under this Agreement except, with respect to matters covered under Section

C.10, unless otherwise agreed to, in writing, by the Seller and the City.

x. Promptly following receipt by the Option Escrow Holder, of the City Notice of Acceptance, the Option Escrow Holder shall cause the Memorandum of Option to be recorded in the Office of the Recorder of Los Angeles County.

8. Exercise of Option. As long as the City is not in material breach of this Agreement, the City may exercise the Option in accordance with this Section A.8 and in no other manner. The Option shall be exercised by delivering written notice from the City to Seller and the Option Escrow Holder before the expiration of the Option Term or Extended Option Term, as applicable (the "Option Notice"). The Option Notice shall state affirmatively that the City exercises the Option without condition or qualification except for the satisfaction of the closing conditions set forth in the City Purchase and Sale Agreement and Escrow Instructions.

9. Assignment. This Agreement shall not be assigned by the City except to the Las Virgenes Municipal Water District or to another public agency designated by the City. The City shall notify the Seller of any such assignment in writing within five (5) calendar days thereof. From and after the date of any such permitted assignment of the Option and this Agreement, the Seller and the Option Escrow Holder shall each accord the optionee of the City with the same rights under this Agreement as if such optionee was the original party of this Agreement. Notwithstanding any provision of this Section A.9., to the contrary, in no event shall the City assign the Option and this Agreement if an uncured material breach of this Agreement by the City may then exist.

10. Right of Entry; Securing of Property. During the Option Term and any Extended Option Term, the City and its designated employees, agents, consultants and independent contractors, shall have the right to enter on the Property, upon reasonable advance notice to the Seller, in order to inspect, investigate, or conduct tests on the Property, including invasive tests. The City shall repair any damage which the City or its agents or independent contractors shall cause to the Property, and shall indemnify and hold harmless the Seller from any and all costs, expenses, losses and liabilities incurred or sustained by the Seller as the result of the acts of the employees, agents, and independent contractors of the City pursuant to the limited property inspection and investigation rights accorded to the City by the Seller under this Section A.10. Notwithstanding anything to the contrary set forth herein, the City shall have no liability to repair any damage existing prior to or independent of the City's entry onto the Property under this Agreement, and the City shall have no liability for any pre-existing conditions, facts or circumstances on, in, under or affecting the Property. During the Option Term and any Extended Option Term, the Seller shall secure the Property in the same manner as it is secured on the Effective Date.

11. Indemnity of Seller. The City shall indemnify, defend, and hold harmless Seller, its directors, officers, employees, agents, affiliates, owners, parents, successors and assigns (herein collectively "Seller Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, attorney's fees

(including any such fees and expenses incurred enforcing this indemnity) incurred by the Seller solely as a result of the City's status as an option holder under this Agreement and arising out of the acts of the City, its employees, agents, invitees, independent contractors affecting the Property, which acts occurred during the Option Term or any Extended Option Term. The City may defend the Seller Indemnification Parties in any such matter with legal counsel acceptable to the Seller, provided that the Seller acknowledges that legal counsel provided by City Attorney for the City of San Fernando shall be deemed to be acceptable by the Seller without further consultation or approval.

B. PURCHASE AND SALE OF THE PROPERTY

1. In the event the City exercises the Option pursuant to the terms and conditions set forth in Section A.8., the Seller hereby agrees to sell the Property to the City, and the City agrees to purchase the Property from Seller in accordance with the following terms and conditions.

- i. Purchase Price. The purchase price ("Purchase Price") for the Property shall be One Million Dollars (\$1,000,000). The Purchase Price shall be payable by the City to Seller in immediately available funds at the time of Settlement as provided in the City Purchase and Sale Agreement and Escrow Instructions.

- ii. Escrow.

Opening of Escrow. Promptly following the issuance by the City of its Option Notice, the City, the Seller and the Option Escrow Holder shall open an escrow (the "Escrow") at the offices of **Encore Escrow** ("Escrow Holder") located at **17509 Ventura Blvd., Encino, California**. Seller and the City shall deliver a fully executed copy of the City Property Purchase and Sale Agreement and Escrow Instructions to the Escrow Holder. The opening date of the Escrow ("Opening Date") shall be the date on which Escrow Holder receives a fully executed copy of the City Property Purchase and Sale Agreement and Escrow Instructions. The City shall deliver the "Deposit" as this term is defined in the City Property Purchase and Sale Agreement and Escrow Instruction to the Escrow Holder as provided in the City Property Purchase and Sale Agreement.

- iii. Settlement of Escrow. The "Settlement" of the Escrow as this term is described in the City Property Purchase and Sale Agreement and Escrow Instructions shall occur as soon as possible after the Opening Date, but in no event later than sixty (60) calendar days after the Opening Date.

2. Representations and Warranties.

i. Seller hereby represents and warrants that (a) Seller has not released any Hazardous Materials on the Property or allowed others to do so with Seller's consent or knowledge, (b) Seller has no actual knowledge of the existence of any Hazardous Materials on the Property except as disclosed in those written reports to be delivered to Buyer within fifteen (15) calendar days after the Effective Date, and (c) Seller has not received any notice of any violation of any law, ordinance, rule, regulation or order of any governmental City pertaining to the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all of those materials, substances, wastes, pollutants or contaminants which have been designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, and any other materials, substances, wastes, pollutants or contaminants requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

ii. Seller hereby represents and warrants to the City that (a) except for the Option and further excepting rental agreements and licenses and other agreements related to the Property which are terminable upon thirty (30) calendar days written notice, there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and (b) there are no liens, encumbrances, or claims against the Property other than the Approved Exceptions as set forth in the City Property Purchase and Sale Agreement.

iii. Each representation and warranty in this Section B.2 (a) is material and shall be relied on by the City; (b) is true in all respects as of the Effective Date; (c) shall be true in all respects upon the Settlement of Escrow; and (d) shall survive the Settlement of Escrow and delivery of the Grant Deed at the Settlement of the Escrow.

3. Condition of Property. Except as expressly set forth in Section B.2, above and the disclosures provided to the City under Section A.7(iii)(F), the City acknowledges that Seller has made no other representation, warranty or agreement as to any matter concerning the condition of the Property and the City is acquiring the Property "AS IS" without any warranty, express or implied, as to the nature or condition of, or title to, the Property or its fitness for the intended use by the City. No patent or latent physical condition of the Property, nor any other matter relating to the Property shall be grounds for any claim against Seller by the City, including any claim for rescission of this Agreement or the City Purchase and Sale Agreement after the Settlement of the Escrow, except as to any express representation and warranty set forth in Section B.2. Seller shall, to the maximum extent permitted by law, save, defend, indemnify and hold harmless the City from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, attorneys' fees (including any such fees and expenses incurred enforcing this indemnity) resulting from any breach of Seller's representations and warranties contained in Section B.2. The covenant of the Seller and the City set forth in Section B.3 shall survive the Settlement of the Escrow and delivery of the Grant Deed.

4. Brokers. Seller and the City hereby represent to each other that except for **Rodeo Realty** which represents the Seller, there are no other brokers, finders, or other

persons entitled to a commission, finder's fee or other payment in connection with this Agreement, the Option, and if applicable, the City Purchase and Sale Agreement and the Settlement of the Escrow. Seller shall be solely responsible for paying Rodeo Realty for any fees, commissions, or service fees arising from this Agreement, the Option and if applicable, the City Purchase and Sale Agreement and the Settlement of the Escrow. Seller and the City hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claim, liability, or damage for real estate brokerage commissions or finder's fees brought by any third party who has dealt or claims to have dealt with either the Seller or the City pertaining to the Property.

5. FIRPTA. Seller warrants that it is not a foreign person or entity as defined in the Foreign Investment In Real Property Tax Act of 1980, and prior to the Close of Escrow Seller will deposit an affidavit certifying same.

6. Property Taxes. Seller shall be responsible for the payment when due of property taxes or other assessments against the Property attributable to the period of time before the Settlement of the Escrow.

C. MISCELLANEOUS

1. Time. Time is of the essence of this Agreement with respect to each and every provision hereof in which time is a factor.

2. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes any and all prior agreements and understandings between the parties. No change in, modification of or amendment to this Agreement shall be valid unless set forth in writing and signed by all of the parties subsequent to the execution of this Agreement.

3. Notice of Default and Enforcement of Agreement. In the event that either the Seller or the City believes that the other party may be in default under this Agreement, such party shall give written notice to the other party as provided in this Section C.3. The non-defaulting party shall specify the default complained of and describe the remedy to such alleged default in a written notice which references this Section C.3. The non-defaulting party may not institute legal proceedings to obtain any remedy against the defaulting party until after such notice has been given and not less than thirty (30) calendar days to cure such alleged default have elapsed. Failure or delay in giving such notice shall not constitute a waiver of any default. The non-defaulting party reserves the right to initiate legal proceedings to obtain the cure, correction, remedy or damages associated with any such alleged default for which notice has first been given as provided in the preceding sentences of this Section C.3. Such legal proceedings must be instituted in the Superior Court of the County of Los Angeles, California. In the event of litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs and expenses of litigation incurred, including such fees and costs incurred on appeal, in addition to whatever other relief the prevailing party may obtain.

4. Further Assurances. Each of the parties agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the end of the term of the Option and this Agreement, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the applicable laws of the State of California.

6. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by national overnight courier service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be deemed received and effective upon the earlier of (i) the date of delivery to the address of the person to receive such notice, or (ii) three (3) business days after the date of posting with the United States Postal Service at the following addresses:

To Seller:

To City:

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

Attn: Nick Kimball, City Manager

With a copy to:

Olivarez Madruga Lemieux O'Neill, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Attn: Richard Padilla, Asst. City Attorney

Any party to this Agreement may change its address for receipt of notices by giving notice of such change to the other party in the manner set forth in this Section C.5. Neither the rejection of a notice by the addressee or the inability to deliver a notice because of a change of address for which no change of address notice was received, shall affect the date on which such notice is deemed received.

7. Successors. Subject to the provisions of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, representatives, successors and assigns.

8. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted

successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over or against any party to this Agreement.

9. Severability. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall be effective only to the extent of such determination and shall not prohibit or otherwise render ineffective any other provision of this Agreement.

10. Survival of Certain Provisions of this Agreement. In the event that this Agreement may be terminated for any reason prior to the occurrence of the Settlement under the City Purchase and Sale Agreement and Escrow Instructions, including without limitation the termination of this Agreement as a result of the failure of the City to issue its City Notice of Acceptance in a timely fashion, then in such event claims which arise under any of the following provision of this Agreement shall survive such termination:

claims arising during the term of the Agreement under Section A.10.;

claims arising during the term of the Agreement under Section A.11.;

claims arising under Section B.2.;

claims arising under Section B.3.;

claims arising under Section B.4.;

claims arising under Section B.6.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Seller and the City have executed this Agreement as indicated by the signatures of their authorized officers whose names appear below.

SELLER:

[NAME HERE]

Date: _____, 2019

By: _____

SELLER:

[NAME HERE]

Date: _____, 2019

By: _____

CITY

City of San Fernando, a municipal corporation:

Date: _____, 2019

By: _____
Nick Kimball, City Manager

APPROVED AS TO FORM:

City Attorney

**[CONFIRMATION BY OPTION ESCROW HOLDER OF ACCEPTANCE OF DUTIES
AS OPTION ESCROW HOLDER ON NEXT PAGE]**

**THE UNDERSIGNED OFFICE OF THE OPTION ESCROW HOLDER HEREBY
ACKNOWLEDGES THE ACCEPTANCE OF THE DUTIES OF THE OPTION ESCROW
HOLDER HEREUNDER**

OPTION ESCROW HOLDER:

Encore Escrow Company

Date: _____, 2019

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B**FORM OF MEMORANDUM OF OPTION**

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This instrument is entitled to free recording in
accordance with Government Code Section 6103

**CITY OF SAN FERNANDO
MEMORANDUM OF OPTION**

This Memorandum of Option (the "Memorandum of Option") is dated as of [REDACTED] 2019 (the "Effective Date"), by and between [REDACTED] (the "Seller") and the City of San Fernando, a municipal corporation (the "City"), and the Seller and the City hereby give notice to all interested persons as set forth below:

1. Grant of Option. The Seller has granted an option (the "Option") to purchase the real property described in Exhibit A (the "Property") to the City pursuant to the terms and conditions of that certain agreement entitled: "Option to Purchase Property Agreement and Joint Option Escrow Instruction", dated as of [REDACTED] 2019 (the "Option Agreement").

2. Term of Option. The initial term of the Option is **one hundred and eighty (180) calendar** days following the "Effective Date" as the term is defined in the Option Agreement. The City may extend the term of the Option by exercising up to three (3) separate 30-day extension options, each in accordance with the Option Agreement.

3. This Memorandum of Option shall have no further force or effect and shall be deemed to be jointly cancelled and rescinded by the City and the Seller without further notice as of [REDACTED], 2019, unless prior to such date, the City has delivered its "Option Notice" to the Seller, as this term is defined in the Option Agreement.

4. Option. The Option is granted in accordance with the Option Agreement. This Memorandum of Option is prepared for the purpose of giving notice to interested persons of the Option granted by the Seller to the City and no provision of this

Memorandum of Option shall be deemed to alter or affect in any way the rights and obligations of the Seller and the City under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

SELLER:**[NAME OF SELLER HERE]**

By: _____

Date: _____, 2019

CITY:

City of San Fernando, a municipal corporation:

By: _____
Nick Kimball, City Manager

Date: _____, 2019

APPROVED AS TO FORM:_____
City Attorney

Date: _____, 2019

EXHIBIT "C"
[FORM OF CITY NOTICE OF ACCEPTANCE]

[City of San Fernando Letterhead]

[Date]

To: [SELLER]

-AND-

[OPTION ESCROW HOLDER]

Re: City of San Fernando, a municipal corporation

NOTICE OF CITY ACCEPTANCE

Option Escrow No. _____

Ladies and Gentlemen:

Reference is hereby made to Section A.7.ix., of that certain agreement entitled "Option to Purchase Property Agreement and Option Escrow Instructions (Property Located at 13441 Foothill Blvd., Los Angeles, California" dated as of _____ 20____ (the "Agreement"), by and between the Seller and the City of San Fernando, a municipal corporation (the "City").

This document is the "Notice of City Acceptance" as this term is defined in the Agreement. The City hereby confirms and preliminarily accepts the condition of the Property as provided in Section A.7.ix., of the Agreement. The date of such acceptance of the condition of the Property is as set forth next to the signature of the authorized officer of the City whose name appears below.

CITY:
City of San Fernando, a municipal
corporation:

Date: _____

By: _____
Nick Kimball, City Manager

APPROVED AS TO FORM

City Attorney

EXHIBIT "D"
[FORM OF OPTION NOTICE]
[City of San Fernando Letterhead]

[Date]

To: [SELLER]
-AND-
[OPTION ESCROW HOLDER]
-AND-
[SETTLEMENT ESCROW HOLDER]

Re: CITY OF SAN FERNANDO, A GENERAL LAW CITY

OPTION NOTICE

Option Escrow No. _____

Ladies and Gentlemen:

Reference is hereby made to Section A.8., of that certain agreement entitled "Option to Purchase Property Agreement and Option Escrow Instructions (Property Located at 13441 Foothill Blvd., Los Angeles, California)" dated as of _____, 20__ (the "Agreement"), by and between the Seller and the City of San Fernando, a municipal corporation (hereinafter, "City").

This document is the "Option Notice," as this term is defined in the Agreement.

PLEASE TAKE NOTICE that the City hereby exercises the "Option" as this term is defined in the Agreement, without condition or qualification except for the satisfaction of the closing conditions set forth in the City Purchase and Sale Agreement and Escrow Instructions dated as of _____ **[INSERT DATE OF THIS OPTION NOTICE]** (the "PSA") in the form attached hereto as executed by the City.

The City shall deliver the "Deposit" as this term is defined in the PSA, to the Escrow Holder in accordance with the PSA promptly following the countersignature of the Seller and the Escrow Holder on the PSA and the return of a copy of the fully executed PSA to the City.

The date of this Option Notice is as set forth next to the signature of the authorized officer of the City whose name appears below.

CITY:

City of San Fernando, a municipal
corporation

Date: _____

By: _____
Nick Kimball, City Manager

APPROVED AS TO FORM

City Attorney

(ENCLOSURE: PSA as executed by City)

EXHIBIT "E"
[FORM OF CITY PURCHASE AND SALE AGREEMENT AND ESCROW
INSTRUCTIONS]

CITY OF SAN FERNANDO
PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS
(13441 Foothill Blvd., Los Angeles, California)

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is dated as of _____, 201____, for purposes of reference and convenience, between _____ (the "Seller") and the City of San Fernando, a municipal corporation (the "City"). This Agreement shall be effective on the date when this Agreement has been executed and delivered by the last party to sign, as evidenced by the dates next to the respective signatures of Seller and the City on the execution page(s) of this Agreement (the "Opening Date").

IN CONSIDERATION OF THE COVENANTS AND PROVISIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE SELLER AND THE CITY AGREE AS FOLLOWS:

1. **Agreement to Sell and Purchase.** The Seller affirms that as of the Opening Date of this Agreement the City is in compliance with its obligations in favor of the Seller which arise under that instrument entitled "Option to Purchase Property – Agreement and Option Escrow Instructions (Property Located at 13441 Foothill Blvd., Los Angeles, California)" dated _____, 20____ with an Effective Date of _____, 2019 by and between the Seller and the City (the "Option Agreement") and this Agreement is referred to the Option Agreement as the "City Purchase and Sale Agreement and Escrow Instructions. The Seller hereby agrees to sell to the City, and the City agrees to purchase from the Seller, subject to the terms and conditions of this Agreement, that certain property located in the City of Los Angeles, California, as more fully described in the legal description attached hereto as **Exhibit "A"**, together with any easements and appurtenances pertaining thereto and all the other improvements situated thereon (the "Real Property") and all reports, documents, licenses and permits relating to the Real Property (collectively, the "Personal Property") as described in **Exhibit "B"**. The Real Property and the Personal Property are collectively hereafter referred to as the "Property."

Within Five (5) calendar days following the Opening Date the Seller and the City shall cause Fidelity American Title Insurance Company who serves as the "Option Escrow Holder" under the Option Agreement to deliver to Fidelity American Title Insurance Company as the "Escrow Holder" under this Agreement, a written statement of all funds received by the Option Escrow Holder from the City which are to be credited to the Purchase Price under this Agreement. The Escrow Holder shall administer the Property sale transaction as contemplated by this Agreement.

2. **Purchase Price.**

(a) The purchase price payable by the City to the Seller for the Property is One Million Dollars (\$1,000,000) (the "Purchase Price"), which shall be payable by the City as follows:

(i) TWENTY THOUSAND DOLLARS (\$20,000) (such sum, together with all interest earned thereon, the "Deposit") by wire transfer or check payable to the Escrow Holder, which the City shall deliver to the Escrow Holder within three (3) calendar days after the Opening Date. The Deposit will be held by the Escrow Holder in an interest bearing, federally insured account, in accordance with this Agreement pending the "Settlement" as this term is defined in Section 3. At the completion of Settlement, the Deposit will be paid to the Seller on account of the Purchase Price; and

(ii) The Initial Option Consideration payment and any Extension Option Consideration payments as previously released to the Seller by the Option Escrow Holder shall be credited to the Purchase Price by the Escrow Holder at the completion of the Settlement; and

(iii) The Option Payment as previously released to the Seller by the Option Escrow Holder shall be credited to the Purchase Price by the Escrow Holder at the completion of the Settlement; and

(iv) The balance of the Purchase Price, as adjusted by the application of the Deposit and the credits under (i), (ii) and (iii) above, and all other applicable prorations as provided for herein, will be deposited into the Escrow by the City within sixty (60) calendar days following the Opening Date in cash by wire transfer of immediately available federal funds, and paid to Seller by the Escrow Holder to the Seller at the completion of the Settlement.

(v) Notwithstanding any other provision set forth in this Agreement, Five Hundred Dollars (\$500) of the Deposit shall be non-refundable to the City in all events at any time prior to the Settlement and such sum shall be distributed to the Seller by the Escrow Holder upon any termination of this Agreement as full payment and independent consideration for execution of this Agreement by the Seller (the "Independent Consideration"). The Independent Consideration shall be applicable to the Purchase Price at Settlement as part of the Deposit. The Independent Consideration is in addition to and independent of all other consideration provided in this Agreement, and is nonrefundable in all events.

(b) If there is a dispute between the Seller and the City regarding whether the Deposit and/or the sum paid to the Escrow Holder under Section 2(a)(v) will be returned to the City or delivered to the Seller, the Escrow Holder will have no obligation to either the Seller or the City except to interplead such proceeds into an

appropriate court of competent jurisdiction. The Escrow Holder may act upon any instrument or other writing believed by Escrow Holder in good faith to be genuine and to be signed and presented by the proper person. The Escrow Holder will not be liable in connection with the performance by the Escrow Holder of its duties hereunder, except for the Escrow Holder's own fraudulent misconduct or gross negligence. Except as to claims for gross negligence or willful misconduct, the Escrow Holder will be under no obligation to institute or defend any action, suit or legal proceeding in connection herewith or to take any other action likely to involve Escrow Holder in expense (except to interplead the Deposit and/or the sum paid to the Escrow Holder under Section (2(a)(v)).

3. Settlement. Settlement or closing of the Escrow will be through the escrow transaction no later than sixty (60) calendar days following the Opening Date, or on such earlier date as the Seller and the City may mutually agree, by means of deposits and instructions with the Title Company (defined in subsection 4(b) below) consistent with the terms, conditions and requirements of this Agreement ("Settlement" or "Closing"). The Escrow Holder will prepare a settlement statement reflecting the prorations and adjustments required under this Agreement (the "Settlement Statement"). The Settlement Statement, as prepared by the Escrow Holder, will be executed and delivered by the City and the Seller to the Escrow Holder at Settlement.

4. Condition of Title.

(a) The Parties hereby agree to use the **Progressive Title Co.** as the "Title Company." Title to the Real Property will be good and marketable, excepting only the exceptions set forth in the "City Title Insurance Commitment" (as that this term is defined in the Option Agreement), including an exception for non-delinquent real estate taxes and assessments but excluding any exception for delinquent real estate taxes or assessments, and including any other title exception created by the City or approved in writing by the City in its sole and absolute discretion prior to the Opening Date (collectively, the "Permitted Exceptions"). Between the Opening Date and the earlier of (i) Settlement or (ii) termination of this Agreement, the Seller shall take no voluntary action to convey any interest in the Real Property to anyone other than the City. At the time of Settlement, the Seller shall cause the Real Property to be released from any lien or other encumbrance other than the Permitted Exceptions and the Title Company to issue the Title Policy to the City in accordance with the City Title Insurance Commitment.

(b) At the Settlement, the Seller shall cause the Title Company to issue to the City an ALTA Form 2006 Owner's Policy of Title Insurance in the same liability amount as the Purchase Price, insuring that title to the Real Property is owned by the City, subject only to the Permitted Exceptions, with the title endorsements included in the City Title Insurance Commitment ("Title Policy").

5. Representations and Warranties.

(a) The Seller represents warrants and covenants to the City as

follows:

(i) The Seller has duly authorized this Agreement and the Seller has executed and delivered this Agreement to the City following the exercise by the City of the Option to purchase the Property under the Option Agreement, and the Seller hereby agrees that it shall duly execute and deliver to the City the deed and other documents and instruments described herein, and the deed and each of the other documents and instruments shall be enforceable against the Seller in accordance with its terms;

(ii) To Seller's actual knowledge, there is no management, employment, consulting services, supply or service or maintenance agreement which affects the Property and to which the Seller is a party which will burden the Property or the City after the Settlement;

(iii) Except for the Option Agreement, there is no existing sale, lease, license or other arrangement for the disposition of the Property by the Seller, whether oral or written, to which the Seller is a party;

(iv) To the knowledge of the Seller, the Seller has not received written notice of any pending proceeding in the nature of eminent domain concerning the Real Property, nor has the Seller received written notice from any governmental authority of any violation of any law applicable to the Real Property, except as expressly disclosed to the City pursuant to this Agreement;

(v) The Seller has not received any notice of any litigation or governmental proceeding pending or threatened against the Property, except as expressly disclosed to the City in this Agreement;

(vi) This Agreement does not, and all documents to be executed by the Seller, and delivered to the City at Settlement will not, as of the Opening Date or at the Time of Settlement, violate any judicial order, writ, injunction or decree to which the Seller is a party or by which the Seller or the Property is subject or bound;

(vii) The Seller is a duly existing California limited liability company and has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated. Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by the Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of the organizational and operating documents of the Seller;

(viii) There is no proceeding pending or, to the Seller's knowledge, threatened by or against the Seller in bankruptcy, insolvency or reorganization in any state or federal court and the Seller has not made

a general assignment for the benefit of creditors or filed a voluntary petition in bankruptcy or suffered the appointment of a receiver or the attachment or other judicial seizure of any of its assets that could affect the Property; and

(ix) The representations and warranties of the Seller in favor of the City as set forth in the Option Agreement remain true, correct and complete and are hereby reaffirmed.

Each of the representations and warranties of Seller set forth above will be deemed remade by the Seller as of the time of the Settlement and will survive the Settlement.

For the purpose of this Agreement, the phrase “to Seller’s knowledge” and any phrase or words of similar import will be deemed to mean the actual knowledge of the [REDACTED] without having made inquiry or investigation beyond such individual’s actual knowledge on the date that the Seller executes this Agreement. Such individual is named solely for the purpose of defining and narrowing the scope of Seller’s knowledge and not for the purpose of imposing any liabilities on or creating any duties running from such individual to the City, and in no event shall such individual be personally liable for any representation made herein.

(b) The City represents, warrants and covenants to the Seller as follows:

(i) The City has duly authorized, executed and delivered to the Seller this Agreement, and will duly execute and deliver to the Seller the documents and instruments described herein, and each of this Agreement and such other documents and instruments is enforceable against the City in accordance with its terms;

(ii) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by the City, nor the consummation of the purchase, constitutes or will constitute a violation or breach of the organizational and operating documents of the City, or of any agreement or judicial order to which the City is a party or to which the City is subject;

(iii) There are no proceedings pending or, to the City’s knowledge, threatened, by or against the City in bankruptcy, insolvency or reorganization in any state or federal court;

(iv) The City is a duly formed municipal corporation organized under the general law of the State of California and is validly existing and in good standing under the laws of the State of California; and

(v) The representations and warranties of the City in favor of the Seller as set forth in the Option Agreement remain true, correct and

complete and are hereby reaffirmed.

Each of the representations and warranties of the City set forth above will be deemed remade by the City as of Settlement and will survive Settlement.

6. Conditions and Covenants of the Seller and the City.

(a) The obligation of the City under this Agreement to purchase the Property from the Seller is subject to the satisfaction of each of the following conditions and covenants (any one of which may be waived in whole or in part by the City at or prior to Settlement, and if Settlement occurs, the City will be deemed to have waived any conditions that remained unsatisfied as of Settlement):

(1) all of the representations and warranties by the Seller set forth in this Agreement will be true and correct at and as of Settlement in all material respects as though such representations and warranties were made at and as of Settlement, except for changes therein consented to by the City or deemed consented to by the City under the terms of this Agreement. Seller will have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed on its part prior to or as of Settlement;

(2) the City causes the Title Company to issue (or be irrevocably and unconditionally committed to issue) the Title Policy to the City;

(3) to the extent required by the Title Agent, sufficient evidence to show the authority of the officer(s) / members executing documents on behalf of the Seller to bind the Seller to this Agreement, any other documentation reasonably requested by the Title Agent and the City to validate that the Seller is authorized to sell the Property to the City, and any other document or instrument reasonably requested by the Title Agent; and

(4) at Settlement, the Seller shall record or deliver to the City duly executed originals of the following:

(ii) record a grant deed to the Real Property in the form attached hereto as Exhibit "C" duly executed and acknowledged by Seller and in proper form for recording (the "Deed");

(iii) deliver a valid bill of sale for the Personal Property, if any, without warranties except as set forth herein;

(iv) deliver a Non-Foreign Person Certification in the form attached hereto as Exhibit "D", as required under Section 1445 of the Internal Revenue Code and a California Form 593-C;

(v) deliver an owner's affidavit as to any mechanics' liens created by the Seller and possession of the Property in customary form reasonably acceptable to the Seller and the Title Company;

(vi) deliver the executed Settlement Statement;

(vii) deliver an executed acknowledgement of the termination of the Option Agreement subject to the occurrence of the Settlement;

(viii) deliver a statement that all of the representations and warranties of the Seller are true and correct in all material aspects as of the Settlement Date; and

(ix) deliver such other documents that may be reasonably necessary to effectuate the purposes of this Agreement, including an affidavit of title sufficient to guarantee the issuance of the Title Policy in favor of the City.

(b) Unless all the foregoing conditions contained in this Section 6 are satisfied within the time period specified, the City may terminate this Agreement, in which event upon the request of the City the Deposit will be returned to the City (less the Independent Consideration), without offset, and there will be no further obligation or liability on either of the parties hereto, except as specifically provided herein (except that the Seller or the City, as the case may be, may pursue all of its rights and remedies if the failure of any such condition is due to a default by the other party hereto), or the Seller or the City may complete Settlement, in which event this Agreement will be read as if such conditions no longer existed.

7. Possession. Possession of the Property will be given to the City by delivery of the Deed at Settlement, free of any lease occupancy possession or by a third party and free of other claims except those contained in the City Title Insurance Commitment and the Permitted Exceptions.

8. Apportionments; Credits; Taxes.

(a) All utilities, operating expenses and other apportionable income and expenses paid or payable by the Seller under the Option Agreement shall be paid on a per diem basis as of 11:59 P.M. on the day before the Settlement Date. Taxes will be apportioned based on the fiscal year of the taxing authority. Any property taxes and assessments arising out of the sale of the Real Property to the City (or its assignee) or a subsequent sale or change in ownership thereafter, following this Settlement, shall be paid by the City when assessed, and the City shall indemnify the Seller from and against any all such taxes.

(b) The Seller shall pay (i) one-half (1/2) of the Escrow Holder's fees in connection with Settlement; (ii) the premium for the Title Policy; and (iii) all documentary transfer taxes and other taxes associated with the Settlement.

(c) The City shall pay: (i) one-half (1/2) of the Escrow Holder's fees in connection with the Settlement; (ii) the cost of recording any instruments associated with the Settlement; (iii) the premium for any title insurance endorsement to the Title Policy which the City may request at Settlement; and (iv) if applicable, the cost of any

ALTA survey.

(d) The Seller and the City shall each pay their respective attorneys' fees and costs incurred in this transaction.

(e) The Seller shall pay all amounts due CBRE arising from the Settlement under this Agreement and the Option Agreement.

9. Condemnation. If prior to Settlement any condemnation or eminent domain proceeding, or proceedings in lieu of condemnation ("Condemnation Proceeding") is commenced concerning the Real Property prior to the Settlement for which the Seller receives written notice, the Seller agrees to promptly notify the City thereof. The City then will have the right, at the City's option, to terminate this Agreement by giving written notice to the Seller within five (5) calendar days after receipt of such notice if such Condemnation Proceeding is likely to materially and adversely impact the use and operation of the Property as used under the Option Agreement; if this Agreement is so terminated, the Deposit (less the Independent Consideration) will be returned to the City and there will be no further obligation or liability on either of the parties hereto, except as specifically provided herein. If the City does not so terminate this Agreement within such five (5) day period, the City shall proceed to Settlement hereunder as if no such proceeding had commenced and shall pay the Seller the Purchase Price in accordance with this Agreement and at the time of Settlement the Seller shall assign to the City all of its right, title and interest in and to any compensation for such condemnation, and Seller shall not negotiate or settle any claims for compensation prior to Settlement without the City's participation.

10. Default by City. If the City, without the right to do so and in default of its obligations hereunder, fails to complete Settlement, the Seller may elect to (a) terminate this Agreement by written notice to the City and Escrow Agent, in which event Escrow Agent shall return the Deposit to the City less the Independent Consideration, and pursue the Seller's other rights and remedies against the City, or (b) exercise the remedy of specific performance to cause the City to purchase the Property from the Seller.

11. Default by the Seller. If the Seller, without the right to do so and in default of its obligations hereunder, fails to complete Settlement, the City may elect to (a) terminate this Agreement by written notice to the Seller and Escrow Agent, in which event Escrow Agent shall return the Deposit to the City less the Independent Consideration, and pursue the City's other rights and remedies against the Seller, or (b) exercise the remedy of specific performance to cause the Seller to convey title to the Property to the City.

12. Brokerage. The City represents and warrants to the Seller and the Seller represents and warrants to the City, that except for the real estate broker services provided by CBRE to the Seller, that neither the Seller or the City has dealt with any other broker, agent, finder or other intermediary in connection with the transaction contemplated under the Agreement and the Option Agreement. The Seller agrees to

indemnify, defend and hold the City harmless from and against any broker's claim arising from any facts alleged which, if true, would constitute a breach by the Seller of the Seller's representation and warranty in this Section 12. The City agrees to indemnify, defend and hold the Seller harmless from and against any broker's claim arising from any facts alleged which, if true, would constitute a breach by the City of the City's representation and warranty in this Section 12. The foregoing indemnification obligations of the Seller and the City will survive Settlement.

13. Operation of the Property Prior to Settlement. Prior to Settlement:

(1) the Property will be operated, managed and continuously maintained by the Seller, as provided in the Option Agreement.

(2) the Seller shall perform all of its obligations in favor of the City under the Option Agreement.

(3) The Seller shall not willfully undertake or permit any activity that would render any of Seller's representations or warranties untrue or misleading in any material respect.

14. Notice. All notices, requests and other communications under this Agreement will be in writing and will be delivered (i) in person, (ii) By United States First Class Mail or by registered or certified mail, return receipt requested, (iii) by recognized overnight delivery service providing positive tracking of items (for example, Federal Express), or (iv) by electronic mail, provided that a copy of such "email" is also sent concurrently by one of the methods described in (i), (ii) or (iii) above, addressed as follows or at such other address of which Seller or the City will have given notice as herein provided:

To the Seller:

To the City:

All such notices, requests and other communications will be deemed to have been sufficiently given for all purposes hereof only upon date of delivery to the party to whom such notice is sent or refusal to accept delivery and may be given on behalf of either party by their respective attorneys.

15. Non-Disclosure. Neither party shall make public disclosure with respect to this transaction before the Settlement except as may be required by law;

16. "As Is" Sale and Release.

(a) The City has previously accepted the condition of the Property as provided under the Option Agreement. The City hereby represents and warrants to the Seller that, except as otherwise expressly set forth in this Agreement, and the Option, the City has not entered into this Agreement based upon any representation, warranty, statement or expression of opinion by the Seller or any person or entity acting or

allegedly acting for or on behalf of the Seller with respect to the Seller, the Property or the "Condition of the Property" (defined in this subsection 16(a) below). The City acknowledges and agrees that, except for the covenants, representations and warranties of the Seller expressly contained in this Agreement, the Property shall be sold and conveyed (and accepted by the City at Settlement) AS IS, WHERE IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. Except as expressly otherwise provided in this Agreement and the Option Agreement, the Seller makes no representation, warranty or covenant, express, implied or statutory, of any kind whatsoever with respect to the Property, including, without limitation, representation, warranty or covenant as to title, survey conditions, use of the Property for the City's intended use, the condition of the Property, past or present use, development, investment potential, tax ramifications or consequences, compliance with law, present or future zoning, the presence or absence of hazardous substances, the availability of utilities, access to public road, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Property (collectively, the "Condition of the Property"), all of which are, except as otherwise expressly provided in this Agreement and the Option Agreement, hereby expressly disclaimed by the Seller. Except as otherwise expressly provided in this Agreement and the Option Agreement, the City acknowledges that the Seller has made no representation, warranty or covenant as to the Condition of the Property or compliance of the Property with any federal, state, municipal or local statutes, laws, rules, regulations or ordinances including, without limitation, those pertaining to construction, building and health codes, land use, zoning, hazardous substances or toxic wastes or substances, pollutants, contaminants, or other environmental matters.

(b) The City further represents and warrants that the City has knowledge and expertise in financial and business matters that enable the City to evaluate the merits and risks of the transaction contemplated by this Agreement and that the City is not in any disparate bargaining position. The City acknowledges and agrees that it has expressly waived its right to conduct a due diligence inspection and investigation of the Property and has agreed to purchase the Property in its "AS-IS" "WHERE-IS" condition subject to the terms and conditions of this Agreement and the Option Agreement.

(c) Without limiting the above but subject to the terms and conditions of this Agreement and the Option Agreement, the City on behalf of itself and its successors and assigns waives any rights to recover from, and forever releases and discharges, the Seller, and its members, agents and attorneys, and their respective successors, personal representatives and assigns (collectively, the "Seller Related Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, et seq.), the Clean

Water Act (33 U.S.C. section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. section 300f, et seq.), and the Toxic Substance Control Act (15 U.S.C. section 2601, et seq.), and any similar environmental state or local statutes, regulations, rules or requirements.

(d) The provisions of this Section 16 will survive Settlement and the delivery of the Deed or any expiration or termination of this Agreement without limitation as to time.

(e) In connection with the releases and waivers in this Section 16, the City agrees that it is familiar with, and hereby waives its rights, if any, under California Civil Code Section 1542 and all similar laws, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The City acknowledges that the City is represented by counsel and that the City understands the significance of executing this Agreement and the general release of claims set forth above by initialing below:

City: _____

17. Miscellaneous.

(a) Except as otherwise specifically provided in this Agreement, all representations and warranties contained in this Agreement shall terminate at Settlement.

(b) All times specified in this Agreement will be of the essence of this Agreement. If any date herein set forth for the performance of any obligations by the Seller or the City or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term “legal holiday” means any state or federal holiday on which financial institutions or the United States Postal Service are closed to the public for regular business.

(c) For purposes of computing any period of time specified in or relevant to performance hereunder, the day or date from which such time period is measured will be excluded and all other days, including holidays, will be counted.

(d) The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(e) The City will have no right to assign this Agreement except to the City of Los Angeles or to another public entity designated by the City without the prior written consent of the Seller and such consent of the Seller shall not be unreasonably withheld, conditioned or delayed provided that no material default of the City then exists under the Option Agreement or this Agreement. The City shall provide the Seller with documentation pertaining to any proposed assignment hereunder at least fifteen (15) calendar days before the date of such assignment. The City will not be released from any liability hereunder as a result of any assignment.

(f) This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, to the extent herein permitted, assigns.

(g) This Agreement, including the exhibits attached hereto, and the documents and instruments described herein or executed and delivered in connection herewith, contain the whole agreement as to the Property between the Seller and the City and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale and purchase. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties hereto.

(h) This Agreement will be construed in accordance with the laws of the State of California.

(i) Both parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement will not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.

(j) This Agreement may be executed in counterparts, each of which will be deemed to be an original, but which together shall constitute one original Agreement.

(k) If either party commences legal proceedings for any relief against the other party arising out of this Agreement or any documents, agreements, exhibits or certificates contemplated hereby, the losing party shall pay the prevailing party's actual reasonable attorneys' fees and costs (which shall include paralegal and other paraprofessional services) upon final settlement, judgment or appeal thereof.

(l) If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term, provision, covenant or condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(m) In order to expedite the transaction contemplated herein, this Agreement may be executed in a number of counterparts and electronic signatures may be used in place of original signatures on this Agreement and any amendments thereto,

each of which shall be deemed to be an original thereon, and all of which shall together constitute one and the same instrument. All parties hereto intend to be bound by the signatures on the electronic document, are aware that other parties shall rely on the electronic signatures, and hereby waive any and all defenses to the enforcement of the terms thereof based on the form of signature.

(n) Seller and the City each hereby knowingly and unconditionally waive any and all right to demand a jury trial in any action for the interpretation or enforcement of this Agreement.

(o) Nothing contained in this Agreement will be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

(p) To the best knowledge of each of them, the Seller and the City each represent to the other that it is (i) in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the "OFAC Rules"), (ii) not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation, and (iii) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules. This subsection 17(q) shall not apply to any person or entity to the extent that such person's or entity's interest in Seller or the City is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means an entity whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such entity.

(q) The Seller has previously made the natural hazard disclosures to the City pursuant to Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136. The City and Seller each acknowledge that each of them have employed the services of an expert ("Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling the Seller to fulfill its disclosure obligations with respect to the natural hazards referred to above and to report the results of its examination to the City and the Seller in writing. The written report prepared by the Natural Hazard Expert for the Seller as delivered to the City under the Option Agreement regarding the results of its examination fully and completely discharges the Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply, and the Natural Hazard Expert shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. the City agrees that nothing contained in any disclosure shall release the City from its obligation to fully investigate and accept the condition on the Property as provided in Section 16,

including, without limitation, whether the Property is located in any natural hazard areas. The City further acknowledges and agrees that the matters set forth in the natural hazard disclosures made by the Natural Hazard Expert for the Seller at the time such report was delivered to the City under the Option Agreement may change on or prior to the Settlement and the Seller has no obligation to update, modify or supplement the natural hazard disclosures.

(r) The City agrees that shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the City itself or any person claiming under or through the City, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have both caused this Option Purchase and Sale Agreement to be approved and executed as evidenced by the signatures of the authorized officers or principals of each of them, which appear below.

SELLER:

[INSERT NAME HERE]

By: _____

Date: _____, 201__

CITY:

City of San Fernando, a municipal corporation:

By: _____
Nick Kimball, City Manager

Date: _____, 201__

APPROVED AS TO FORM:

City Attorney

Escrow Holder hereby joins in the execution of this Agreement for the purposes of acknowledging receipt of the Deposit and agreeing to hold the Deposit and other funds and documents in accordance with the terms of this Agreement and to perform the duties of the Escrow Holder under this Agreement.

Date: _____

ESCROW HOLDER:

[ENCORE ECROW CO.]

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT "B"
DESCRIPTION OF PERSONAL PROPERTY AND
BILL OF SALE IN FAVOR OF THE CITY

EXHIBIT "C"
FORM OF DEED

EXHIBIT "D"**NON-FOREIGN PERSON CERTIFICATION**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Internal Revenue Code Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the Seller of El Monte ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and income tax regulations);

2. The correct U.S. taxpayer identification number for Transferor is _____;

3. The Transferor is not a disregarded entity as defined in the Income Tax Regulations, Section 1.1445-2(b)(2)(iii); and

4. The correct office address for Transferor is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

SELLER:

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF SAN FERNANDO

CITY COUNCIL

April 5, 2019

Hand Delivered on 4/5/2019

Via Email (BrianBord@mac.com)MAYOR
JOEL FAJARDOVICE MAYOR
SYLVIA BALLINCOUNCILMEMBER
ANTONIO LOPEZCOUNCILMEMBER
ROBERT C. GONZALESCOUNCILMEMBER
HECTOR A. PACHECO

Mr. Brian Bord
Director of Probate and Trust Sales Division
Rodeo Realty, Inc.
17501 Ventura Blvd.
Encino, CA 91316

SUBJECT: [Updated] City of San Fernando Proposal for Option to Purchase the Property Located at 13441 Foothill Boulevard, Los Angeles, California

Dear Mr. Bord:

This letter of intent (the "City Letter") is transmitted to you in your capacity as the representative and real estate broker for the owners of that certain real property located in the City of Los Angeles and commonly identified as 13441 Foothill Boulevard (the "Property").¹ The City of San Fernando, a municipal corporation (the "City"), operates a public water supply system for its residents and the City believes that the acquisition the Property by the City for public water production and supply purposes shall serve the public interest and necessity. The City has the power to acquire lands, including the Property, which are located outside of the territorial jurisdiction of the City for a public purpose, such as for public water production and supply purposes.

The City proposes to obtain an option to purchase the Property so that during the option period described below, the City can complete all of the necessary studies as required to acquire the Property for its public water supply operations.

The Property, which composed of two parcels (hereinafter, "Parcel 1" and "Parcel 2"), is more particularly described in the legal description and plat map attached to this City Letter. A legal description and plot map of Parcel 1 is attached as Exhibit "A." A legal description and plot map of Parcel 2 is attached as Exhibit "B." The Property is also referenced as Los Angeles County Assessor Parcel Numbers 2513-009-043 and 2513-009-044. The City understands that the Property is currently owned by the following:

Richard C. Patterson, a married man and David M. Kull ("Owner #1");

¹ This correspondence replaces and supersedes that certain correspondence of the City of San Fernando dated September 20, 2018 regarding "City of San Fernando Proposal for Option to Purchase the Property Located 13441 Foothill Boulevard, Los Angeles, California (the "2018 City Letter"). The City of San Fernando withdraws and repeals the 2018 City Letter by issuance of this City Letter dated April 5, 2019.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

OFFICE OF THE
CITY MANAGER
(818) 898-1202

PERSONNEL DIVISION
(818) 898-1220

WWW.SFCITY.ORG

BRIAN BORD, RODEO REALTY, INC.

City of San Fernando [Updated] Proposal for Option to Purchase the
Property Located at 13441 Foothill Boulevard, Los Angeles, California
Page 2 of 7

David M. Kull and Ronna Kull, trustees of the David and Ronna Kull Trust dated March 30, 2007 ("Owner #2").

Owner #1 and Owner #2 each own an undivided one half (1/2) interest in the Property and each of the two parcels that comprise the Property. For purposes of this City Letter the capitalized term "Seller" shall be a collective reference to Owner #1 and Owner #2.

This City Letter sets forth the preliminary intention of the Seller and the City with respect to completing negotiations for the preparation and mutual approval of a definite contract for an option by the City to purchase the Property.

This City Letter is not intended to constitute a binding option to purchase the Property on the part of the City but rather to serve as the basis for finalizing negotiations and drafting a definitive option to purchase and sale agreement (the "City Option Agreement") between the Seller and the City containing the terms set forth in this City Letter as well as other terms and conditions to be mutually determined by the Seller and the City. Neither the Seller nor the City will be bound by this City Letter until such a definite City Option Agreement has been approved and executed as evidenced by the signatures of the Seller and the signature of the City Manager of the City.

As of the date of this City Letter, the Seller has listed the Property for sale with Brian Bord, GRI, E-PRO, CN with Rodeo Realty, Inc. located at 17501 Ventura Blvd., Encino, CA 91316, and the City has previously been in contact with Mr. Bord regarding the presentation of this City Letter to the Seller.

The City Option Agreement shall contain the following general terms with respect to the Property:

- (1) The term of the City option to purchase shall be six (6) months following the date of the full execution by the Seller and the City of the City Option Agreement. It is assumed that the City Option Agreement shall be prepared by the City, subject to the revision and approval of the Seller and be in a form mutually acceptable to Seller and City by April 30, 2019 and which may thereafter after be executed by the parties no later than May 7, 2019, following formal approval and ratification of the City Option Agreement by the City Council in open session at a duly noticed meeting of the City Council. The Parties may mutually agree to extend the negotiation period beyond April 30, 2019 provided such mutually accepted extension is made in writing signed by the parties.

BRIAN BORD, RODEO REALTY, INC.

City of San Fernando [Updated] Proposal for Option to Purchase the
Property Located at 13441 Foothill Boulevard, Los Angeles, California
Page 3 of 7

- (2) The City shall have the right to exercise its option to purchase the Property pursuant to the City Option Agreement by issuing written notice to the Seller ("Notice of Exercise of Option") at any time during the six (6) month term of the City Option Agreement and thereafter the transfer of the fee title of the Property by the Seller to the City shall be completed within sixty (60) days following the delivery of such notice by the City to the Seller, all as provided in the City Option Agreement; and
- (3) The purchase price for the Property shall be One Million Dollars (\$1,000,000) United States Dollars (the "Purchase Price") payable by the City to the Seller in immediate funds, less the Option Payment as provided in Paragraph 4, below. The purchase price for the Property shall be paid by the City following the issuance of the Notice of Exercise of Option in cash to the Seller upon the close of the escrow transaction for the City's completion of its purchase of the Property as set forth in the City Option Agreement. The condition of the Property at the time of close of such escrow transaction shall be as set forth in the City Option Agreement; and
- (4) The Option Payment shall be the sum of Thirty Thousand Dollars (\$30,000) United States Dollars (the "Option Payment"). The Option Payment shall be delivered by the City to the Option Escrow Holder designated by the Seller and the City under the City Option Agreement within five (5) business days following the full execution of the City Option Agreement. The Option Escrow Holder shall be a title insurance company or the escrow company or trust company affiliate of a title insurance company. The Option Payment shall be credited to the Purchase Price for the Property, except as provided in Paragraph 10, below; and
- (5) The Option Payment shall be released and paid to the Seller by the City Option Escrow Holder as provided in Paragraph 7, below; and
- (6) The City shall have a sixty (60) day preliminary due diligence period to conduct such investigations of the Property as the City believes to be necessary, including title review, soils and geotechnical review and the preparation of an appraisal which confirms the Purchase Price is not more than the fair market value of the Property in its present condition. The City shall deliver its "Notice of Acceptance" to the Option Escrow Holder. Such preliminary due diligence period shall commence on the day when the Option Escrow Holder has received the Option Payment

BRIAN BORD, RODEO REALTY, INC.

City of San Fernando [Updated] Proposal for Option to Purchase the
Property Located at 13441 Foothill Boulevard, Los Angeles, California
Page 4 of 7

from the City. The City may in its discretion, conduct intrusive soil sampling and testing work on the Property at no cost or expense to the Seller during the 60 day preliminary due diligence period, subject to the entry license arrangement in favor of the Seller as shall be provided in the City Option Agreement. In the event that the City may not issue its City Notice of Acceptance on or before the end of the 60-day preliminary due diligence period, the Option Escrow Holder shall promptly return the Option Payment to the City, and the City shall have no further power to issue its Notice of Exercise of Option and the City Option Agreement shall be deemed to have been terminated by the Seller and the City without further notice; and

- (7) At the conclusion of the City due diligence review, the City may in its sole discretion issue a written preliminary due diligence acceptance certificate ("City Notice of Acceptance") addressed to the Option Escrow Holder and the Seller whereupon: (i) the Option Escrow Holder shall record a "Memorandum of Pending Option to Purchase Property" against the Property in the office of the Recorder of Los Angeles County, and (ii) the Option Escrow Holder shall disburse the City Option Payment in cash to the Seller. If the City does not issue its City Notice of Acceptance, the City shall furnish the Seller with copies of any reports relating to the inspections and investigations of the Property prepared by the City during such 60 day preliminary due diligence period; and
- (8) Provided that the City has issued its City Notice of Acceptance as provided in Paragraph 7, the City may conduct such additional due diligence investigation of the Property and the public project for which the Property shall be acquired as shall be provided in the City Option Agreement; and
- (9) During both of the due diligence investigation periods as provided in Paragraph (6) and (8), and prior to the time of the issuance by the City of its Notice of Exercise of Option, the Seller shall give its written consent to the submission by the City of public project study and planning documents with respect to the Property to the City of Los Angeles and other responsible public agencies, and the Seller shall reasonably cooperate with the City and deliver all reports, investigation data, written notice concerning the Property issued by any other public agency and other materials in the possession of the Seller. The Seller shall authorize and direct all third party professionals or vendors who have produced any such non-privileged or confidential reports or data, if any as relates to the Property on behalf of the Seller to cooperate with the City and

BRIAN BORD, RODEO REALTY, INC.

City of San Fernando [Updated] Proposal for Option to Purchase the
Property Located at 13441 Foothill Boulevard, Los Angeles, California
Page 5 of 7

provide information regarding the Property as appropriate, all at no additional cost or expense to the Seller; and

- (10) Following the release of the Option Payment to the Seller by the City Option Escrow Holder, the City shall reserve the sole and absolute discretion to issue its Notice of Exercise of Option at any time during the term of the City Option Agreement based upon its satisfaction with the results of the planning and study of the acquisition of the Property, as the City may deem appropriate, including without limitation the conduct of studies under the California Environmental Quality Act ("CEQA") and other applicable law and the conduct of public hearings by the City as relate to the potential acquisition and use of the Property for a public purpose. In the event that City may fail to issue its Notice of Exercise of Option during the term of the City Option Payment for any reason, then in such event the Seller shall retain the City Option Payment and the City Option Agreement shall be deemed to be terminated without further notice and the City shall cause to be recorded a release of the Memorandum of City Option Agreement; and
- (11) The Seller shall be responsible for paying all real estate broker commissions authorized by the Seller which may be due and payable in connection with the execution of the City Option Agreement by the parties, and later in the event that the City may issue its Notice of Exercise of Option; and
- (12) From the date of Seller's acceptance of this City Letter and thereafter during the term of the City Option Agreement, the Seller shall suspend any further development entitlement work on the Property and shall not further consider other offers or market the Property for sale to third parties and the Seller shall maintain the Property in its present condition and shall pay all property taxes and assessments levied on the Property when due; and
- (13) The provisions of this City Letter are subject to and contingent upon: (A) the confirmation of acceptance of this City Letter by the Seller as indicated by the signatures of the Seller at the space indicated on page 7, below; and (B) the ratification and approval of the transmittal of this City Letter by the undersigned to the Seller by the City Council.

It is understood and agreed that this City Letter does not contain all of the essential terms that the Seller and the City, expect will be part of the City Option to

BRIAN BORD, RODEO REALTY, INC.

City of San Fernando [Updated] Proposal for Option to Purchase the
Property Located at 13441 Foothill Boulevard, Los Angeles, California
Page 6 of 7

Purchase Agreement. Further discussion and negotiation between the Seller and the City are contemplated before the City Option to Purchase Agreement will be prepared and executed by the parties, and neither the Seller nor the City is bound to complete such discussion or negotiation of the City Option to Purchase after the date of this City Letter.

Further effort by the Seller or the City to perform due diligence, initiate Property title investigation work, soil investigation, planning studies, including the consent by the Seller to the conduct of any preliminary CEQA assessment work on the part of the City, shall not be deemed to be evidence of intent by either the Seller or the City to enter into the City Option Purchase Agreement, or later for the City to purchase the Property from the Seller following the release of the Option Payment to the Seller by the Option Escrow Holder pursuant to the terms of the City Option to Purchase Agreement.

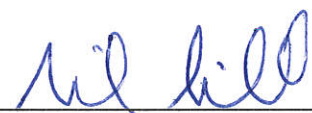
Despite the provisions of the two (2) preceding paragraphs, it is understood and agreed by the Seller and the City that this nonbinding City Letter nevertheless commits both the Seller and the City to negotiate in good faith for a period at least until April 15, 2018, as provided in Paragraph (1), above, for the preparation of the definitive form of the City Option to Purchase Agreement for the mutual approval and execution of the Seller and the City.

If you have any question regarding this City Letter of Intent, please contact the undersigned.

Please indicate the acceptance by the Seller of the terms and conditions set forth in this City Letter of Intent at the place indicated below and return a copy of the acceptance signature of the members of the Seller to the City in PDF to the attention of the undersigned.

CITY

City of San Fernando,
A Municipal Corporation

By: 

Nick Kimball, City Manager
City of San Fernando

[SIGNATURES OF THE SELLER ON FOLLOWING PAGE]

BRIAN BORD, RODEO REALTY, INC.

City of San Fernando [Updated] Proposal for Option to Purchase the
Property Located at 13441 Foothill Boulevard, Los Angeles, California
Page 7 of 7

ACCEPTANCE OF CITY LETTER BY SELLER

The Seller hereby acknowledges its acceptance of the City Letter as evidenced by the
signatures undersigned which appear below:

OWNER #1 OF THE PROPERTY

Richard C. Patterson, a married man

By: _____ Date: _____
Richard C. Patterson

- and -

OWNER #2 OF THE PROPERTY

David M. Kull and Ronna Kull, trustees of the David and Ronna Kull Trust Dated March
30, 2007

By: _____ Date: _____
David M. Kull, trustee

By: _____ Date: _____
Ronna Kull, trustee

cc: Honorable Mayor and Members of the City Council of the City of San Fernando
City Clerk, City of San Fernando via e-mail (CityClerk@sfcity.org)
Richard Padilla, Assistant City Attorney via e-mail (RPadilla@omlowlaw.com)
Christina Garay, Rodeo Realty, Inc. via e-mail (Christina@LAhomes4u.com)
Seth P. Shapiro, Hathaway Perrett Webster Powers Chrisman & Gutierrez via e-
mail (sshapiro@hathawaylawfirm.com)

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: May 6, 2019

Subject: Consideration to Approve an Agreement with FilmLA, Inc. for Film Permit Coordination, Notification, and Monitoring Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a one-year agreement with FilmLA, Inc. ("FilmLA") to provide film permit coordination, notification, and monitoring services;
- b. Authorize the City Attorney to review and approve the FilmLA service level agreement;
- c. Upon City Attorney approval, authorize the City Manager to execute the FilmLA service level agreement (Contract No. 1914); and
- d. Upon successful completion of the one-year agreement, authorize the City Manager to extend the agreement for up to four additional years.

BACKGROUND:

1. San Fernando City Code, Article VIII – *Commercial Filming and Photography* outlines the requirements for filming in the City. Currently, permits for commercial filming activities on public property, public right-of-way, and in City facilities are issued by the Administration Department. Administration staff coordinates approvals for film permits with impacted City departments. The typical turnaround time is approximately five business days.
2. Over the past five years, the City has issued an average of 22 permits annually for commercial filming activities on public property, public right-of-way, and in City facilities. Annual revenues vary based on filming activity, but average approximately \$50,000 per year, which offsets staff cost to process applications and enforce the permit's terms and conditions.

Consideration to Approve an Agreement with FilmLA, Inc. for Film Permit Coordination, Notification, and Monitoring ServicesPage 2 of 3

3. On October 5, 2015, staff reviewed the film permitting process with City Council, including a number of challenges in managing the program given the City's limited resources. Pursuant to City Council direction, staff provided additional information on November 16, 2015.
4. In 2018, the City Manager established a Special Event Permit and Film Permit Working Group to discuss challenges in the Special Event and Film Permit processes. This working group met on a number of occasions in June 2018 and July 2018. During those working group meetings, alternate methods to provide permit processing services were discussed, which led to staff contacting FilmLA.
5. On February 19, 2019, FilmLA provided a presentation to the City Council outlining the services they provide and the jurisdictions they serve. City Council directed staff to work with FilmLA to explore the possibility of providing permit processing services in San Fernando.

ANALYSIS:

FilmLA is a not-for-profit public benefit corporation that has been providing film permit processing services to municipalities for more than 20 years. FilmLA is the film office for the County of Los Angeles, City of Los Angeles, and 16 other cities. All of the services FilmLA provides are at the film company's cost based on the types of permits and/or services required.

FilmLA will coordinate and issue permits for all public areas in the City and City facilities. Administration staff currently responsible for processing film permits will shift their efforts to coordinating permit approvals with FilmLA and other City departments rather than working directly with film companies, which can be extremely time consuming.

FilmLA will provide the following services at no cost to the City. Additional fees to filmmakers are listed with the services provided below:

1. Permit Coordination: FilmLA will coordinate film permits through a centralized, online permit system designed to meet the requirements of the City and the needs of the community and film industry. The system will allow filmmakers to apply once, across jurisdictional lines, for up to 10 locations per permit. City staff will approve all permits prior to final issuance. The FilmLA application fee for commercial still photography is \$63; student permits range from \$25 - \$95; and film/motion is \$660 for up to 10 locations, even across jurisdictional lines. In addition to the FilmLA fees, the City will continue to charge the permit fees prescribed in the Film Ordinance and fees to cover the cost of staff time.
2. Neighborhood Notification: FilmLA will deliver notices of proposed filming activities to affected residents and businesses in advance of filming dates per City requirements. This

Consideration to Approve an Agreement with FilmLA, Inc. for Film Permit Coordination, Notification, and Monitoring ServicesPage 3 of 3

provides uniform, branded, consistent notification while maintaining accurate records and providing real-time tracking of notices delivered. This will also help build a database of locations, issues, and filming activities for the City. The notification fee is \$164 for a 250-foot radius of the film location.

3. Location Monitoring: At the City's request, FilmLA will assign location monitors to ensure compliance with film permit terms and conditions. Location monitors would respond to residents and businesses who may have concerns and attempt to resolve any issues on the day of filming. Fees for monitors range from \$31-\$63 per hour (paid by the film company).
4. Fee Collection: FilmLA will collect all applicable permit fees, process refunds, and remit fees to the City within 30 days. FilmLA guarantees payment of all fees associated with the permit process.
5. Marketing: FilmLA will provide marketing services through rotating profiles on the FilmLA website and by photographing and listing City properties on an online location library if the City chooses to profile targeted locations.

If City Council approves the Agreement, staff will work with FilmLA to review the City's current Film Ordinance and will return with recommended changes to ensure continuity between FilmLA's operations and the City's local regulations.

BUDGET IMPACT:

As previously mentioned, FilmLA provides all services at no cost to the City as all permit costs are paid by the applicant (i.e., film company). The City will continue to receive film permit fees to cover the cost of staff time to review applications, provide street closures, location security, and other film related services provided by the City.

CONCLUSION:

Staff recommends streamlining the film permitting process and expanding services provided to filmmakers and the community by centralizing the issuance of film permits, providing consistent notification of proposed filming activities to the community, and providing location monitors to ensure compliance with film permit terms and conditions.

ATTACHMENT:

- A. Sample Standardized Service Agreement

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into by and between FilmL.A., Inc. ("FilmL.A."), a non-profit public benefit corporation, on the one hand, and _____, a municipal corporation ("Municipality"), on the other hand.

RECITALS

WHEREAS, since 1995, FilmL.A. has been engaged in providing various services in connection with the review, evaluation and handling of requests for permits to conduct on-location filming activities, including recommending some conditions on which municipalities may decide to grant permission for filming activities to take place, as well as various other services relating to such filming activities and a municipality's issuance of permits for such activities; and

WHEREAS, FilmL.A. has developed specialized expertise as a result of its extensive experience providing the services described in the preceding paragraph; and

WHEREAS, Municipality desires to engage FilmL.A. to provide, and FilmL.A. desires to provide for Municipality, the services described in Exhibit 1 to this Contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in light of the foregoing and in consideration of the covenants, representations, and agreements set forth in this Contract and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FilmL.A. and Municipality (collectively, the "Parties") agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the indicated meanings:
 - a. "Municipality Fees" means the fees earned by Municipality relating to on-location filming in Municipality, including, but not limited to, film permit issuance fees, fees charged by Municipality departments for services provided to entertainment industry companies, fees charged by Municipality departments for use of Municipality-owned or controlled property, and clean up/repair deposits imposed when an Entertainment Industry Customer works on Municipality-owned or controlled property.
 - b. "Contract" means this Contract for Services, including any amendments to this Contract entered into by the Parties in accordance with the provisions set forth herein.
 - c. "Entertainment Industry Customer" means any person or organization that obtains through FilmL.A. a permit from Municipality for on-location filming activities to be conducted within Municipality.
 - d. "Film Permit Authority" means the Municipality's designated department and/or person who is authorized to release film permits on behalf of Municipality.
2. **Term of the Contract.** The term of this Contract shall be from _____, to and including _____, unless terminated earlier in accordance with the provisions of this Contract (the "Term").
3. **FilmL.A. Services.** Municipality hereby engages FilmL.A. to provide the services described in Exhibit 1 "Scope of Services" (the "Services") during the Term and to be Municipality's exclusive provider of such Services during the Term in connection with all on-location filming activities within

the Municipality (including, without limitation, the coordination of all permits for such on-location filming activities on behalf of Municipality). Municipality agrees at all times during the Term to cooperate in good faith with FilmL.A. in connection with FilmL.A.'s performance of such Services.

4. **Contract Administration.** The Contract Administrator for Municipality is the _____ of Municipality (as may be modified from time to time by written notice to FilmLA, the "Contract Administrator") and shall have authority to act for Municipality in the administration of this contract, consistent with the provisions contained herein.
5. **Availability of Permit Records.** Municipality permits and other records relating to requests for and issuance of Municipality permits shall be made available to the Contract Administrator within a reasonable time of Municipality's request therefor.
6. **Reporting Requirements.** During the term of this Contract, FilmL.A. shall submit to the Contract Administrator reports and documentation as described in Exhibit 2 ("Reporting Requirements"). The reports shall be in a standard format provided by FilmL.A., unless FilmL.A. and the Municipality Contract Administrator mutually agree to an alternative format.
7. **Municipality Fees.**
 - a. With respect to each permit requested by an Entertainment Industry Customer for on-location filming activity, the following process shall apply:
 - i. Municipality (or one or more departments thereof, as applicable) shall provide, at FilmL.A.'s request, a list of Municipality's Fees required to be paid to Municipality in connection with such proposed on-location filming activity (the "Estimated Fees");
 - ii. FilmL.A. shall have the right to release a permit for such on-location filming activity on Municipality's behalf after Municipality's Film Permit Authority has approved the on-location filming activity, and FilmL.A. is entitled to collect, prior to release of such permit, all Fees, including Estimated Fees, for such filming activity from such Entertainment Industry Customer. FilmL.A. and not the Entertainment Industry Customer shall be responsible for payment of Municipality Fees as further described in Exhibit 1.H.
 - b. FilmL.A. shall at all times maintain a cash balance at least equal to the seasonally adjusted average monthly Municipality payment during the prior fiscal year. FilmL.A. shall maintain as part of the general ledger in its accounting system a separate line item for the Fees collected by FilmL.A. on behalf of Municipality.
 - c. Municipality shall send FilmL.A. a monthly invoice for the actual Municipality Fees that FilmL.A. is obligated to pay Municipality in the aggregate with respect to all on-location filming activities completed within Municipality for such calendar month (collectively, the "Actual Municipality Fees").
 - d. FilmL.A. shall pay in U.S. currency the Actual Municipality Fees owed to Municipality within sixty (60) calendar days from the last calendar day of the month the invoice is received by FilmL.A. If FilmL.A. fails to pay such Municipality Fees within such sixty (60) calendar day periods of the date of invoice, any such unpaid Municipality Fees shall be considered delinquent and subject to a penalty of 1% of the delinquent amount. If any such Municipality Fees remains unpaid for more than 120 calendar days from the end of the month the invoice is

received by Film LA, the delinquent fees and penalties shall also be subject to interest charges at the statutory legal rate of interest. Moreover, such interest on delinquent fees and penalties shall accrue from the date of invoice.

8. **FilmL.A. Fees.** FilmL.A. may charge its Entertainment Industry Customers a fee for any service FilmL.A. provides in connection with this Contract and may withhold release of the film permit until payment is received. However, FilmL.A. shall receive no monetary compensation from Municipality for the services performed in connection with this Contract. Notwithstanding the foregoing, FilmL.A. shall be entitled to compensation for services requested by Municipality that are beyond the scope of services in this Contract.
9. **Customer Invoicing and Discounts.** FilmL.A. may invoice fees to its Entertainment Industry Customers as one or more separate charges. These fees may be identified as an “application fee”, “service charge”, “transaction fee”, or any other reasonable description. FilmL.A. may offer its Entertainment Industry Customers a discount for the purpose of inducing payment by cash, check or other means not involving use of a credit card, provided that FilmL.A. does not deduct the discount from any Municipality Fees required to be remitted to the Municipality. In the alternative, FilmL.A. may charge a surcharge to Entertainment Industry Customers who pay by credit card.

10. Insurance.

- a. During the term of this Contract, FilmL.A. shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried in the normal course of business. Municipality shall be listed as an additional insured under such insurance.
- b. If Municipality’s insurance requirements exceed the customary coverages and limits carried by FilmL.A., Municipality will be responsible for paying the additional cost of adding coverages and/or increasing limits, if any. If during the term of this Contract Municipality requires FilmL.A. to change the amounts and types of insurance required hereunder, Municipality shall give FilmL.A. 90 days advance written notice of such change.

11. Termination.

- a. Either of the Parties to this Contract may terminate this Contract by giving 120 days written notice to the other party. The termination will be effective 120 days after the other party receives the written notice. Contract Administrator is empowered to give such termination notice on behalf of Municipality only if authorized in writing by Municipality’s “Council”; and, if so authorized, FilmL.A. shall be entitled to rely on such termination notice.
- b. Municipality may immediately suspend this Contract upon the lapse of FilmL.A.’s insurance coverage required herein. If FilmL.A. has not cured the lapse of insurance within 30 days, Municipality may immediately terminate this Contract.
- c. If either of the Parties materially breaches this Contract, the party aggrieved by such breach may terminate this Contract, which termination shall be without prejudice to any other rights or claims the aggrieved party may have against the breaching party, by giving written notice of such termination to the other party not less than 45 days prior to the effective date of such termination; provided, however, that if the breaching party cures or remedies the breach within such 45-day

period to the reasonable satisfaction of the aggrieved party, the aggrieved party may not terminate this Contract under this provision due to the cured or remedied breach.

12. Indemnification.

- a. Municipality shall indemnify FilmL.A. and hold FilmL.A. and FilmL.A.'s successors, licensees and assigns and its and their respective officers, directors, and employees harmless from and against any and all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside attorneys' fees) which may arise from any breach of any representation, warranty or agreement made by Municipality hereunder.
- b. Film L.A. shall indemnify Municipality and hold Municipality and Municipality's successors, licensees and assigns and its and their respective officers, directors, and employees harmless from and against any and all claims, liabilities, damages, losses and expenses (including, without limitation, reasonable outside attorneys' fees) which may arise (i) from any breach of any representation, warranty or agreement made by FilmL.A. hereunder, or (ii) in connection with the performance by FilmL.A. of the Services hereunder, other than any claim covered by the Municipality's indemnity set forth above or arising out of the Municipality's misconduct (whether negligent, willful or otherwise).

13. **Further Assurances.** At FilmL.A.'s reasonable request, Municipality shall execute, acknowledge and deliver to FilmL.A. any and all additional documents consistent herewith that FilmL.A. may reasonably deem necessary to evidence and effectuate any and all of FilmL.A.'s rights under this Agreement.

14. **Notices.** Notices required or relating to this Contract may be sent by first class mail postage prepaid, personal delivery or by electronic mail as follows:

If to FilmL.A., at the following street and/or e-mail address:

Paul Audley, President
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
e-mail: paudley@filmla.com

If to Municipality, at the following street and/or e-mail address:

e-mail: _____

If delivered personally or by electronic mail, the notice shall be deemed delivered on the date it is actually left at the designated address or is sent electronically. If delivered by first class mail, the notice shall be deemed delivered on the fourth business day after it is deposited in the mail. Any change in the physical or electronic mail address for notices must be given in writing.

14. **Severability.** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.
15. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules.
16. **Arbitration.** The Parties agree that any legally actionable controversy or claim arising out of or relating to this Agreement, including without limitation any controversy or claim concerning the Agreement's enforcement, arbitrability, or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of the Agreement's provisions, shall be submitted to final and binding arbitration in the County of Los Angeles, State of California, as follows:
- a. The arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Services, Inc. ("JAMS") Streamlined Arbitration Rules and Procedures in effect as of the Effective Date.
 - b. The Parties shall select a mutually acceptable arbitrator from the panel of JAMS neutrals. If the Parties are unable to agree on an arbitrator, then the selection procedures set forth in Rule 12 of the Streamlined Arbitration Rules and Procedures in effect as of the Effective Date shall apply.
 - c. The arbitrator shall apply the substantive and procedural laws of the State of California, without regard to the conflicts of law principles of such State.
 - d. The arbitrator may order such discovery as is necessary for a full and fair exploration of the issues and dispute, consistent with the expedited nature of arbitration.
 - e. The arbitrator shall hold a hearing, at which both Parties hereto may present evidence and cross-examine witnesses, prior to the arbitrator rendering a decision.
 - f. The arbitrator shall issue a written decision and award, with counterpart copies to both Parties, that sets forth the essential findings and conclusions upon which the decision and award are based.
 - g. Any appeal of the arbitrator's decision and award is limited and governed by the JAMS Arbitration Appeal Procedure in effect as of the Effective Date. Any such appeal shall be conducted in the County of Los Angeles, State of California.
 - h. The arbitrator's decision and award, or in the event a Party appeals such decision and award pursuant to this Agreement, in which case the decision of the appellate arbitration panel, shall be binding on the Parties, and judgment on that decision may be entered in any court having jurisdiction thereof.
 - i. The arbitrator's fees in connection with any such arbitration proceeding shall be shared equally between the Parties. Each Party shall bear their own attorneys' fees and costs.
 - j. **The Parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action or proceeding brought by either Party against the other arising out of or relating to this Agreement.**
17. **Merger, Modification.** This Contract contains the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, discussions, representations,

assurances, understandings and agreements, written and oral. FilmL.A. and Municipality respectively acknowledge that no other party, and no representative of any other party, has made any promises, representations, assurances or warranties whatsoever, express or implied, not contained herein to induce the entry into or performance of this Contract. Each of the Parties further acknowledges that it has not entered into or undertaken to perform this Contract in reliance on any promises, representations, assurances or warranties not expressly set forth herein. No waiver, amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in a writing signed by FilmL.A. and Municipality.

18. **Waiver, Remedies.** The failure of either of the Parties to enforce any provision of this Contract shall not be construed as a waiver of any such provision, or prevent such party from thereafter enforcing such provision or any other provision of this Contract. The rights and remedies granted the Parties herein are cumulative, and the election of one right or remedy shall not constitute a waiver of such party's right to pursue all other legal remedies available under this Contract or otherwise provided by law.
19. **Force Majeure.** Municipality's duties and obligations under this Contract shall be immediately suspended without notice during all periods that the Municipality is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, pandemic, epidemic, or any other event beyond the Municipality's control. If such an event occurs, the Municipality's duties and obligations under this Contract shall be suspended until such time as the Municipality, in its sole discretion, may safely reopen business.

Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives.

For: _____

For: FilmL.A., Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

1. The FilmL.A. shall provide services to the Municipality in the following categories as described below:

- A. Film Permit Coordination Services.

The FilmL.A. will assist Entertainment Industry Customer with securing film permits within the Municipality. FilmL.A. will operate with the following purposes:

- i. Coordinate the film permit process in a centralized manner within the parameters established by the Municipality, and consistent with any Memorandum of Agreement between the Permit Authority and FilmL.A.;
 - ii. Coordinate the film permit process in order to assure that filming will be conducted at such times and in such a manner as to cause a minimum of interference with neighborhood and commercial/industrial districts;
 - iii. In coordination with the Municipality, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis;
 - iv. In coordination with the Municipality, improve conditions relating to motion picture, television and photography activities for the Municipality's area; and,
 - v. If requested by the Municipality, attend meetings with stakeholders to mediate disputes, determine impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, answer questions of stakeholders, or discuss the economic impact of filming.

- B. Film Permit Coordination Tasks

- i. Coordinate processing of film permit applications from Entertainment Industry Customers;
 - ii. Interface with Municipality departments with respect to permit applications to obtain input in developing permit terms and conditions (including any general terms, conditions and restrictions applicable to all permits), coordination logistics relating to filming activities and perform other functions needed to assist in permit evaluation and processing;
 - iii. Ensure that the description of activity on permit applications provided to the Municipality is accurate and detailed, especially high-impact activity that is likely to generate public concern (i.e. simulated crimes in progress, screams for help, screeching tires, or other activity to be highlighted at the request of the Municipality's Permit Authority);
 - iv. Provide guidance and advice on the permit process to Entertainment Industry Customers;
 - v. Coordinate with the Municipality on the dissemination of filming related

- information on the internet;
- vi. Make recommendations that reflect the needs of the community, the Municipality and the production company to Municipality departments with respect to the handling and processing of individual permit applications and the development of permit terms and conditions;
 - vii. Provide pre-production walk-throughs to assess and mitigate impacts of proposed film activities when requested by Entertainment Industry Customers, the Municipality or when the FilmL.A.'s experience and judgment dictate;
 - viii. Upon FilmL.A.'s receipt of approval by the Municipality's Permit Authority, and receipt of payment in full from Entertainment Industry Customers, FilmL.A. will release film permits issued by the Municipality's Permit Authority to Entertainment Industry Customers;
 - ix. FilmL.A. will coordinate and release permit revisions and/or extensions subsequent to the release of an original permit. However, concurrence must be obtained from the Municipality's Fire Department (if applicable), Permit Authority, or designee officer and/or designated Municipality personnel;
 - x. Respond to complaints (See Exhibit 2, Section 3.);
 - xi. Provide filming data, records, reports and background information (See Exhibit 2.)
 - xii. If requested, provide advice to the Municipality regarding filming policy and the permit process;
 - xiii. If requested by Entertainment Industry Customers, the Municipality's Permit Authority or by requirement of Special Filming Conditions, provide monitor services at specified locations permitted for filming. Approval of the Municipality's Permit Authority shall be obtained prior to implementation of any policies or procedures which identify a protocol of when, where, at what time and under what circumstances and conditions FilmL.A. monitors will be required for permitted activity;
 - xiv. Permits shall be coordinated in a mutually agreed upon time frame which allows proper review and approval by Municipality personnel, including but not limited to: the posting of no parking signage, lane, street and road closure requests; and the assignment of required Municipality personnel. All permit requests made to the FilmL.A. and transmitted to Municipality Departments for review must be made in advance of the requested activity and in accordance with the existing Municipality departmental policy. The Municipality will seek to minimize required turnaround times to the extent possible. FilmL.A. normally operates according to the California "Model Film Ordinance and Best Practices."
 - xv. All requests provided to the Municipality's Permit Authority for the review and approval must contain all reviews and recommendations already obtained from Municipality departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than

the Municipality's Permit Authority, the FilmL.A. shall include the reviews and recommendations already obtained.

- xvi. The release of approved permits to Entertainment Industry Customers shall be accomplished in a manner that allows the Customer to understand the limitations placed upon the requested activity and allows for sufficient community notification.
- xvii. In all instances where neighborhood filming guidelines or other Municipality policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated otherwise in a separate guideline or policy adopted by the Municipality Council. The community survey may be conducted by the production company or their representative.
- xviii. Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of Municipality holidays.
- xix. Collect estimated Municipality fees from Entertainment Industry Customers in advance of releasing a film permit and pay the Municipality within 60 calendar days from the end of the month the Municipality's invoice is received by FilmL.A..
- xx. Process requests for refunds from Entertainment Industry Customers within 30 business days of receiving final documentation that indicates a refund is due.

C. Notification Services. FilmL.A. will provide notification services. The FilmL.A. will operate with the following purpose:

- i. Provide services to nearby residents and businesses and Municipality entities, of upcoming filming.

D. Notification Tasks. FilmL.A.(s) shall perform the following tasks:

- i. Provide notification services, including the creation and posting of notices (giving special attention to the language needs of the community). The Municipality's Permit Authority has the right to waive notification requirements;
- ii. Ensure that the description of activity on notifications is accurate and detailed, in particular, activity that is likely to generate public concern such as screams for help, screeching tires, etc.;
- iii. Maintain detailed, accurate records related to all services provided under this contract and made available for review by the Municipality, including, but not limited to: sample notice, a map of the area where the notice was distributed to, and any issues encountered in conducting the notice and the resolution of those Issues;
- iv. Provide notification data, records and background information;
- v. Provide advice to Municipality officials and departments regarding the notification process, and;
- vi. Respond to inquiries regarding the notification process from Municipality officials.
- vii. Ensure appropriate notification radius, based on filming footprint and

impact.

E. Complaint Referral Services. FilmL.A. will provide complaint referral services to assist with the timely resolution of community and entertainment industry complaints.

F. Complaint Referral Tasks.

- i. Receive complaints on a 24 hour/7 day a week basis and address them in a timely manner, including the appropriate referral of complaints to appropriate Municipality personnel and FilmL.A.;
- ii. Provide complaint data, records and background information;
- iii. Provide advice to Municipality officials and departments regarding filming policy and complaints received;
- iv. Receive and respond to complaints regarding filming from Municipality officials and departments, including the appropriate referral of complaints to appropriate Municipality personnel and FilmL.A.s;
- v. Review written stakeholder comments and complaints and, in consultation with the Municipality, prepare written responses to the comments or complaints.
- vi. Refer complaints to appropriate Municipality personnel and FilmL.A.s within 15 minutes if the activity is currently in progress. If there is no afterhours contact provided by a Municipality department then the call shall be referred to the Municipality's Permit Authority in a manner determined by the Municipality's Permit Authority.
- vii. If a complaint is received and the activity is no longer in progress, respond to the complaint on an initial basis within one (1) calendar day and finalize/complete any responses, including written, if necessary, within seven (7) calendar days.
- viii. Provide response services to complaints on a 365 days-a-year, 24 hours a-day, 7 days-a-week basis.

G. Maintenance of Records. FilmL.A. is expected to provide appropriate record keeping and separation of assets and liabilities related to services provided under this Contract (separate from other business activities provided by the company).

H. Municipality Fees. FilmL.A. shall remit all Municipality Fees monthly.

- i. FilmL.A. shall not deduct from any remittance to the Municipality any transaction fees or other costs incurred as a result of accepting payment from its entertainment industry customers in the form of credit card, debit, wire transfer, check, or other forms of payment.
- ii. For film permits coordinated through FilmL.A., FilmL.A. not the Entertainment Industry Customer, is obligated to pay to the Municipality all Municipality Fees other than those customarily collected by the Municipality directly from the Entertainment Industry Customers. If FilmL.A. desires to adopt a regular business practice allowing Entertainment Industry Customers to obtain permits on credit, it may do so. However, the FilmL.A. would still be required to remit all Municipality Fees in accordance with the Contract

terms regardless of their ability to collect from individual Entertainment Industry Customers.

- iii. FilmL.A. may collect deposits from its Entertainment Industry Customers so if violations occur deposits can be used to pay for fees/fines/financial penalties.
- iv. FilmL.A. Municipality Municipality Municipality Municipality FilmL.A. shall act in good faith in disputing any Municipality Fees billed (either timely or late) by the Municipality, and FilmL.A. and the Municipality will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any Municipality Fees is finally resolved, either by agreement between FilmL.A. and the Municipality or by legal action or some other agreed-upon dispute resolution method, FilmL.A. will pay such Municipality Fees at the same time as the next normal payment is due to the Municipality. However, payment of disputed fees shall be separated out from the normal payment.

FilmL.A. Municipality Municipality Municipality Municipality FilmL.A.

I. Emergency Response and Coordination.

- i. FilmL.A. shall assist the Municipality in responding to unusual occurrences and large scale emergencies when a state of emergency is declared by the Municipality, including cancelling, revoking or not processing permit requests and communicating with the Entertainment Industry.
- ii. FilmL.A. shall direct its staff to cooperate fully with the Municipality and follow the direction of the Contract Administrator, the Mayor, the Emergency Operations Board and the Emergency Operations Organization for the duration of the local emergency.
- iii. FilmL.A. shall, as requested cooperate with Municipality efforts to recover costs associated with the Emergency from the federal and state governments.
- iv. FilmL.A. shall, as requested, coordinate the dissemination of emergency related information to the entertainment industry and assist the Municipality in canceling, delaying, rescheduling and relocating filming and managing the related public relations.

J. Marketing Program

- i. Maintain a web site providing information about Municipality facilities available for filming. Such site shall include photographs along with contact information for the Municipality department that schedules filming activity at the facility. If for any reason FilmL.A. is unable to continue providing a location library web site, it shall make available to the Municipality of West Covina, free of charge, any photographs, documents, or non-proprietary systems owned by FilmL.A., which compromised the location library.
- ii. If requested by the Municipality, cooperate with Municipality efforts to enhance and retain jobs (within the Municipality) in all segments of the entertainment industry including multimedia and other new emerging technologies. However, FilmL.A. shall not be required to expend its own financial resources to accomplish such programs.

EXHIBIT 2

REPORTING REQUIREMENTS

1. Permit Coordination

- A. FilmL.A. shall submit to the Municipality Contract Administrator, within 30 business days after the end of each quarter, quarterly summaries of permit volume, amounts collected from Entertainment Industry Customers and amounts paid to the Municipality in Municipality Fees. These reports should indicate any significant changes when comparing the current quarter with previous quarters, or when appropriate, the same quarter from previous years.
- B. If requested by the Municipality, FilmL.A. shall submit to the Municipality Contract Administrator, a list of all of its Entertainment Industry Customers, including: the Production Company's name any known contact personnel, as applicable; address; telephone number; contact person; type of production; production title; and requested filming location(s) and date(s).
- C. FilmL.A. shall submit to the Municipality Contract Administrator an annual report addressing the impact of Municipality policies, rules and regulations on filming in the Municipality and recommendations to improve the environment for on-location filming in the Municipality.
- D. FilmL.A. shall submit to the Municipality Contract Administrator a written copy of all nonproprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit subsequent changes to those policies and procedures within 15 days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
- E. FilmL.A. shall submit a reconciliation statement and aging report with each payment of Municipality fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of Municipality fees for which FilmL.A. has not received a final invoice from Municipality after completion of filming activity. Should the aging report show that a Municipality department has not submitted final invoices for at least 60 calendar days after completion of the filming activity, the Municipality Contract Administrator will notify the Municipality department and request submission of final invoices to FilmL.A. within 30 calendar days. Should the aging report show that a Municipality department has not submitted final invoices for at least 90 calendar days after completion of the filming activity, the Municipality Contract Administrator will forward the Aging report, along with detail provided by FilmL.A. to the Mayor and Municipality Council.

2. Notification Services

- A. FilmL.A. shall submit to the Municipality Contract Administrator, within 30 calendar

days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Entertainment Industry Customers for work performed in the Municipality.

3. Complaint Referral

- A. FilmL.A. shall maintain a record of all complaints lodged by the Municipality, on behalf of the Municipality or a Municipality resident or business concerning on-location filming events in the Municipality. A report on complaints will be provided within 30 business days after the end of a quarter if requested by the Municipality Contract Administrator and the Municipality's Permit Authority as well as a compilation of data provided annually.

4. Financial Statements

- A. Within 180 calendar days following the end of each fiscal year, FilmL.A.'s certified annual audited financial statement.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Elena G. Chávez, City Clerk
Richard Padilla, Assistant City Attorney

Date: May 6, 2019

Subject: Consideration to Adopt a Resolution Amending the City Council Procedural Manual and Adopt Policies Pertaining to City Council Contacts and Attorney Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Provide suggested changes to the Procedural Manual (Exhibit "A" to Resolution No. 7916), and Administrative Policies pertaining to City Council Contacts (Attachment "B") and Attorney Services (Attachment "C");
- b. Adopt Resolution No. 7916 (Attachment "A") amending the City Council Procedural Manual to reflect final changes made by the City Council; and
- c. Adopt Administrative Policies pertaining to City Council Contacts and Attorney Services.

BACKGROUND:

1. On March 26, 2019, Mayor Fajardo and Vice Mayor Ballin met with City Manager Nick Kimball and City Clerk Elena G. Chávez to discuss the Procedural Manual and Administrative Policies pertaining to City Council Contacts and Attorney Services.
2. On April 2, 2019, the City Council met to discuss various changes to the Procedural Manual and both Administrative Policies and staff was directed to re-agendize with the recommended changes/revisions for final approval by the City Council.

Consideration to Adopt a Resolution Amending the City Council Procedural Manual and Adopt Policies Pertaining to City Council Contacts and Attorney ServicesPage 2 of 2

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. Resolution No. 7916 (including Exhibit "A"/Procedural Manual – redline and strikeout format)
- B. City Council Contacts Policy (redline and strikeout format)
- C. City Attorney Services Policy (redline and strikeout format)

ATTACHMENT “A”**RESOLUTION NO. 7916****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF THE SAN FERNANDO PROCEDURAL MANUAL**

WHEREAS, the City Council adopted its Procedural Manual (Manual) for the Conduct of City Council Meetings in the City of San Fernando on July 3, 1995 by Resolution No. 6434, and amended the Procedural Manual on March 16, 1998 by Resolution No. 6604, on August 7, 2000 by Resolution No. 6743, on July 21, 2003 by Ordinance No. 1543, on July 20, 2009 by Resolution 7328, on December 7, 2009 by Resolution No. 7346, on May 3, 2010 by Resolution No. 7376, on September 19, 2011 by Resolution No. 7454, on May 4, 2015 by Resolution No. 7664, on October 19, 2015 by Resolution No. 7704, on May 7, 2018 by Resolution No. 7850, on August 20, 2018 by Resolution No. 7883, and on March 18, 2019 by Resolution No. 7907; and

WHEREAS, the Manual sets forth procedures regarding the conduct of City business, including, but not limited to, regular meetings, special meetings, agendas, noticing, decorum, voting, adoption of resolutions and ordinances, minutes and reorganization, but does not thoroughly address Council committees; and

WHEREAS, the City Council desires to amend the Manual (Exhibit “A”) by revising various sections.

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

SECTION 1. The City Council finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. The revised form of the Manual is attached to this Resolution as Exhibit “A” which is attached and incorporated hereto by this reference. The changes to the Manual are indicated in redline and strikeout format as indicated in Exhibit “A”.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 6th day of May 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of May 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



THE CITY OF SAN FERNANDO

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

PROCEDURAL MANUAL

CITY COUNCIL OF THE CITY OF SAN FERNANDO

Adopted:	July 3, 1995	Resolution No. 6434
Amended:	March 16, 1998	Resolution No. 6604
	August 7, 2000	Resolution No. 6743
	July 21, 2003	Ordinance No. 1543
	July 20, 2009	Resolution No. 7328
	December 7, 2009	Resolution No. 7346
	May 3, 2010	Resolution No. 7376
	September 19, 2011	Resolution No. 7454
	May 4, 2015	Resolution No. 7664
	October 19, 2015	Resolution No. 7704
	May 7, 2018	Resolution No. 7850
	August 20, 2018	Resolution No. 7883
	March 18, 2019	Resolution No. 7907

TABLE OF CONTENTS

1.	MEETINGS	1
1.1	REGULAR MEETINGS	1
1.2	ADJOURNED MEETINGS	1
1.3	SPECIAL MEETINGS	2
1.4	2MEETING NOTICES (REGULAR, SPECIAL AND ADJOURNED)	2
1.6	CLOSED SESSIONS - MATTERS OF DISCUSSION.....	2
1.7	CLOSED SESSIONS CONFIDENTIALITY	3
1.8	QUORUM; VOTE REQUIREMENTS.....	4
1.9	ATTENDANCE; ABSENCES.....	4
2.	AGENDA PROCEDURES AND ORDER OF BUSINESS	7
2.1	AGENDA	7
2.2	AGENDA DEADLINE	7
2.3	POSTING OF NOTICE AND AGENDA	8
2.4	ROLL CALL.....	8
2.5	APPROVAL OF AGENDA.....	8
2.6	APPROVAL OF CONSENT CALENDAR	9
2.7	APPROVAL OF MINUTES	9
2.8	PUBLIC HEARINGS	9
2.9	PUBLIC HEARING ITEMS.....	10
2.10	NON-AGENDA ITEMS	11
2.11	ADJOURNMENT.....	11
3.	PRESIDING OFFICER.....	11
3.1	PRESIDING OFFICER	11
3.2	CALL TO ORDER.....	11
3.3	PARTICIPATION OF PRESIDING OFFICER	12
3.4	QUESTION OR MOTION TO BE STATED	12
3.5	SIGNING OF DOCUMENTS:.....	12
3.6	MAINTENANCE OF ORDER	12
3.7	DURATION OF MEETING	12
4.	RULES, DECORUM, AND ORDER	12
4.1	POINTS OF ORDER.....	12
4.2	DECORUM AND ORDER – COUNCILMEMBER	13
4.3	DECORUM AND ORDER – EMPLOYEES	13
4.4	DECORUM AND ORDER – PUBLIC	14

4.5	ENFORCEMENT OF DECORUM.....	14
4.6	PERSONAL INTEREST	14
4.7	LIMITATIONS OF DEBATE	14
4.8	DISSENTS AND PROTESTS	15
4.9	PROCEDURES IN ABSENCE OF RULES.....	15
5.	ADDRESSING THE CITY COUNCIL	15
5.1	MANNER OF ADDRESSING THE CITY COUNCIL	15
5.2	TIME LIMITATION.....	16
5.4	WRITTEN CORRESPONDENCE	16
6.	MOTIONS	16
6.1	PROCESSING OF MOTIONS	16
6.2	MOTIONS OUT OF ORDER.....	16
6.3	DIVISION OF MOTION	17
6.4	PRECEDENCE OF MOTIONS.....	17
6.5	MOTION TO ADJOURN (NOT DEBATABLE)	17
6.6	MOTION TO FIX HOUR OF ADJOURNMENT	17
6.7	MOTION TO TABLE.....	18
6.8	MOTION TO CALL FOR THE PREVIOUS QUESTION.....	18
6.9	MOTION TO AMEND	18
6.10	MOTION TO CONTINUE	18
6.11	GENERAL CONSENT.....	18
7.	VOTING	19
7.1	VOTING PROCEDURE.....	19
7.2	VOTING.....	19
7.3	FAILURE TO VOTE.....	19
7.4	RECONSIDERATION	19
8.	RESOLUTIONS	20
8.1	RESOLUTIONS PREPARED IN ADVANCE	20
8.2	RESOLUTIONS NOT PREPARED IN ADVANCE	20
8.3	URGENCY RESOLUTIONS.....	20
9.	ORDINANCES	20
9.1	INTRODUCTION (FIRST READING).....	20
9.2	ADOPTION (SECOND READING)	21
9.3	AMENDMENT FOLLOWING INTRODUCTION	21
9.4	EFFECTIVE DATE	21

9.5	PUBLISHING.....	22
9.6	URGENCY ORDINANCES	22
10.	MINUTES.....	22
10.1	PREPARATION OF MINUTES.....	22
10.2	ABSENCE OF CITY CLERK	22
11.	REORGANIZATION	23
11.1	SELECTION OF MAYOR AND VICE MAYOR	23
11.2	SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES	23
12.	COMMITTEES.....	24
12.1	GENERAL	24
12.2	PURPOSE	24
12.3	LIMITATIONS ON AUTHORITY	24
12.4	APPLICABLE LAWS AND REGULATIONS	25
12.5	MEETING DATE AND TIME	25
12.6	QUORUM	25
12.7	STAFFING.....	25
12.8	AGENDAS.....	25
12.9	REPORT ON ACTIVITIES OF STANDING COMMITTEES	26
13.	PROCEDURE FOR FILLING CITY COUNCIL VACANCIES	26
14.	PRIORITY GOAL SETTING MEETING	27
15.	OFFICIAL LETTERHEAD AND OTHER STATIONERY USE POLICIES	27
15.1	AUTHORIZED USE OF LETTERHEAD.....	27
15.2	UNAUTHORIZED USE OF OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY	28
15.3	PREPARATION OF COMMUNICATIONS USING OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY.....	29
15.4	COUNTERFEIT LETTERHEAD OR STATIONERY	29
15.5	DEFINITIONS.....	29

PREAMBLE

These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Councilmembers. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of State or Federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the State or Federal law controls.

The source for many guidelines is set forth beneath the text of the section.

Because circumstances may differ from one meeting to the next, these rules are intended as guidelines, and are not inflexible rules. Accordingly, they may be waived at any meeting, by Motion, in accordance with Robert's Rules of Order.

1. MEETINGS

1.1 REGULAR MEETINGS

Consistent with Section 2-61 (regular meetings) of the San Fernando Municipal Code, regular meetings of the City Council of the City of San Fernando are held in the Council Chambers of the City Hall, 117 Macneil Street, San Fernando, California, on the first and third Mondays of each month at 6:00 p.m. When the day of the regular Council meeting falls on a legal holiday, the meeting will be held at the same hour on the next succeeding day that is not a holiday. The foregoing notwithstanding, the City Council will not convene for regular City Council meetings that would otherwise occur on the third Monday in December, unless the City Council, by majority vote of the body, determines in any given year that such meeting should be held. Nothing in this section shall prevent the City Council from calling any special meeting, adjourned special meeting, adjourned regular meeting or emergency meeting in the month of December that may be deemed necessary for the conduct of City business.

1.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next regular meeting.

Suggested alternative wording Pg 26

~~Strikeout~~

Suggested wording

1.3 SPECIAL MEETINGS

Special meetings may be called at any time by the Mayor or three members of the City Council by a written notice as outlined in Section 1.4 below. Only matters contained in the notice may be considered.

1.4 ~~NOTICE OF MEETINGS~~

~~Notice of regular meetings are to be posted with the Agenda in the manner provided for in Section 2.3 and in accordance with State law. Mailed or hand delivered notice is required for all special meetings and for all meetings adjourned by the City Clerk, and are delivered personally, by mail or email, at least 24 hours before the time of the meeting to each member of the City Council, and to each local newspaper of general circulation, radio or television station requesting notice in writing. Notice of all adjourned meetings shall be posted. (Government Code Section 54954.1, 54952.2 and 54956)~~

MEETING NOTICES (REGULAR, SPECIAL AND ADJOURNED)

Notices for regular meetings are to be posted with the regular meeting in the manner prescribed under Section 2.3 and in accordance with State law. As prescribed by Government Code Sections 54955 and 54956, notices for special meeting or meetings that have been adjourned by the City Clerk shall be delivered to each member of the City Council and to each local newspaper of general circulation and radio or television station requesting such notice in writing. The notice shall be delivered personally or by any other means (including regular mail or, if possible, electronic mail delivery) and shall be received at least 24 hours before the time of the meeting as specified in the notice. The City Clerk shall also comply with all other noticing and posting requirements set forth under Government Code Sections 54955 and 54956 as applicable.

1.5 MEETINGS TO BE PUBLIC

All regular, adjourned, and special meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions for purposes outlined in the following section. (Government Code Section 54953)

1.6 CLOSED SESSIONS - MATTERS OF DISCUSSION

The City Council may hold closed sessions, from which the public may be excluded, for consideration of any item for which closed sessions are permitted by State law. The following subjects are typically conducted in closed session:

- a. LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)

- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
- c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9, Subdivision (a) of Section 54956.9)
- d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Subdivision (b) of Section 54956.9)
- e. LIABILITY CLAIMS (Government Code Section 54956.95)
- f. THREAT TO PUBLIC SERVICE OR FACILITIES (Government Code Section 54957)
- g. PUBLIC EMPLOYEE APPOINTMENT (Government Code Sections 54957 and 54957.6)
 - i. PUBLIC EMPLOYMENT
 - ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 - iii. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
 - iv. CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)
- h. CASE REVIEW/PLANNING (Government Code Section 54957.8)
- i. REPORT INVOLVING TRADE SECRET (Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code)
- j. Any other purpose specifically authorized by law.

The City Council shall publicly report at the public meeting during which the closed session is held any action taken and the roll call vote thereon, unless a late time is permitted for such report. In no case shall the report be delayed later than the next regular meeting of the City Council.

1.7 CLOSED SESSIONS CONFIDENTIALITY

All matters discussed during closed sessions shall be private and confidential. The disclosure by any person of the topics or details of such matters is prohibited, except by the City Attorney who is designated to make any disclosures required by State law.

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

1.8 QUORUM; VOTE REQUIREMENTS

~~A majority of the City Council shall be sufficient to do business and motions may be passed 2-1 if only three attend. However, the following matters require three affirmative votes:~~

~~a. Adoption of Ordinance (with the exception of urgency ordinance, which require four affirmative votes).~~

~~b. Adoption of Resolutions or orders for the payment of money (with the exemption of specific types of Resolutions that require four affirmative votes as mandated by State law).~~

a. Three of the City Council's five total members shall constitute a quorum. A quorum of the City Council shall be required for the City Council to conduct a City Council meeting and transact official business.

b. Except as otherwise provided by applicable State or federal law, if a quorum or more of the City Council's total membership is present for a vote on an item of business, motions on such items may be approved by a simple majority of the members present and participating in the vote, excluding those members who have recused themselves from a vote. Member who abstain on a motion but who do not recuse themselves shall be counted toward the quorum.

c. Paragraph (b) of this Section notwithstanding, as required by Government Code Section 36936, resolutions, orders for the payment of money and ordinances shall require no less than three (3) affirmative votes of the total membership of the City Council in order to be approved.

Paragraphs (b) and (c) of this Section notwithstanding, as required by State law, urgency ordinances and urgency interim zoning ordinances within the meaning of Government Code Sections 36937 and 65858, respectively shall require a minimum of (4) affirmative votes of the City Council's total membership to be approved. The City Council shall comply with all other applicable supermajority approval requirements prescribed by State or federal law for certain ordinances, resolutions or motions.

1.9 ATTENDANCE; ABSENCES

~~If a Councilmember is absent from all regular meetings of the City Council for a period of 60 days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be an elector of the City, his office shall become~~

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

~~immediately vacant and shall be so declared by the City Council. (Government Code Section 36513)~~

a. As provided under Government Code Section 36513, if a Councilmember is absent without permission of the City Council from all regular City Council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy. Permission of the City Council shall be memorialized in the official minutes of the City Council. Requests for permission shall be placed on the City Council agenda for action by the City Council, provided that such requests are received by the City Clerk in writing no later than close of business on the Thursday immediately preceding an upcoming regular meeting or no less than 36 hours prior to any upcoming special meeting. Written requests must specify the regular meeting date(s) the Councilmember will be absent and may take any one of the following forms:

- i. E-mail from the Councilmember using the Councilmember's City e-mail account;
- ii. Text message from the Councilmember using the Councilmember's City-issued cell phone account; or
- iii. A writing signed by the Councilmember delivered personally, via fax or as a PDF attachment to an e-mail from the Councilmember's City e-mail.

The foregoing notwithstanding, a City Council member may request permission to be absent from an upcoming regular meeting in persons provided the request is made during a regular or special meeting of the City Council and is noted in the minutes of the proceedings and further provided that consideration of the request is agendaized for action by the City Council by or before the date of the absence.

b. If a Councilmember is absent without permission of the City Council for two (2) consecutive regular meetings, the City Clerk shall send a courtesy e-mail and regular mail notice to the absent Councilmember notifying him or her of the provisions of Government Code Section 36513 and the need to obtain permission for any continued absence in order to avoid his or her office being deemed vacant. Within seven (7) calendar days from the second missed regular meeting, the City Clerk shall send the e-mail notice to the Councilmember's City e-mail account and shall send the mailed notice to the Councilmember's home address on file with the City Clerk. Delivery to the Councilmember's City e-mail account and the Councilmember's home address on file with the City Clerk shall be sufficient to effectuate notice pursuant to this paragraph. The delivery of such notice is a courtesy extended to members of the City Council. Accordingly, the failure of the City Clerk to deliver or timely delivery such notice shall not operate to prevent

the seat of a Councilmember who has been absent without permission for 60 or more consecutive days from being deemed vacant on the 60th day of unexcused absence.

- c. If a regular meeting is adjourned or otherwise cancelled due lack to a lack of a quorum, such an event shall automatically reset the 60 consecutive day absence period for all members of the City Council who may have been counted as absent for regular meetings immediately preceding the adjourned or cancelled regular meeting. The foregoing notwithstanding, if more than 60 consecutive days of unexcused absence have already elapsed for an individual councilmember by the date of the adjourned or cancelled regular meeting, such event will not operate to reset the 60 consecutive day unexcused absence period for such Councilmember.
- d. When the 60th consecutive day of unexcused absence falls on a date in which a regular meeting of the City Council is moved to the next business day because of a City-observed, legal holiday per Section 2-61 of the San Fernando Municipal Code ("Section 2-61"), the 60th consecutive day of unexcused absence shall be deemed to be the next business day to which the regular meeting is moved per Section 2-61.
- e. Each member of the City Council shall be deemed to have permission of the City Council for non-attendance at any regular meeting cancelled by resolution of the City Council and such permission shall reset the 60 consecutive unexcused absence period for all members of the City Council as of the date of the meeting cancelled by resolution. o
- f. The City Council, on its own initiative may grant permission for an excused absence if the City Council finds that the absent member is physically incapacitated in a manner that prevents the absent councilmember from requesting permission for an excused absence.
- g. If the 60th consecutive day of unexcused absence is anticipated to lapse on a non-regular meeting date, the City Council reserves the right, but does not assume the obligation, to adjourn the last regular meeting prior to such lapse to an adjourned regular date which may be held prior the lapse of the 60-day period. If the absent councilmember attends the adjourned regular meeting, the 60-day unexcused absence period will reset. At such adjourned regular meeting the City Council, on its own initiative or at the request of the absent councilmember may also grant permission for any ongoing absence.

2. AGENDA PROCEDURES AND ORDER OF BUSINESS

2.1 AGENDA

The order of business of each City Council meeting shall be as contained in the Agenda prepared by the City Manager. The City Council shall follow the order of business as outlined in the prepared Agenda. Items may be taken out of order by the Presiding Officer or by majority consent of the City Council.

The Agenda for all regular meetings, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the meeting (usually on Thursday of the prior week) at the City Clerk's office.

The Agenda may be amended in accordance with State law, prior to any meeting.

2.2 AGENDA DEADLINE

- a. A citizen requesting to place an item on a City Council agenda may submit a written request at any time to the City Council (or any Councilmember). The request may also be made during the public comment portion of a City Council meeting.

Items raised by the public during public comment, may be referred to staff ~~(by majority consent of the City Council)~~ by the City Council for follow up and possible placement on a future agenda for formal action.

A Councilmember wishing to sponsor a citizen request may place the item on an upcoming agenda under the heading "Administrative Reports."

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:
 - i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on

the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.

- ii. Items that have been previously agendized, discussed and determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.i above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "Administrative Reports." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

2.3 POSTING OF NOTICE AND AGENDA

Copies of the Notice and Agenda shall be delivered and posted in accordance with State law.

Location of Posting – Notices and Agendas shall be posted at the following locations:

- i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California, 91340; and
- ii. City's website: www.sfcity.org.

2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council meeting by the City Clerk, who shall enter the names of those present in the minutes.

2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the meeting, the City Council shall determine whether to consider repeat items

Suggested alternative wording Pg 26
~~Strikeout~~
Suggested wording

submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading “Administrative Report”. If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

2.6 APPROVAL OF CONSENT CALENDAR

Consent Calendar includes agenda items that are non-controversial or routine in nature, or have been previously discussed at length and there is group consensus. These items are grouped together and voted on in one motion. Any Councilmember may request that an item on the Consent Calendar be removed to be discussed and considered separately.

If the Consent Calendar includes second reading and adoption of an Ordinance, the motion to approve the Consent Calendar shall include a statement that the City Council waive full reading and adopt the ordinance by title only.

~~2.6~~ 2.7 APPROVAL OF MINUTES

Unless the reading of the minutes of the previous Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the Clerk has previously furnished each Councilmember with a copy thereof.

~~2.7~~ 2.8 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

- a. Precede the hearing by a statement from the Presiding Officer setting forth the nature of the public hearing and the rules for addressing the City Council as set forth in Section 5.
- b. ~~Open the public hearing.~~ The Presiding Officer declares the public hearing open.
- c. At the direction of the City Manager, the appropriate staff member presents the staff report and recommendations.
- d. The Presiding Officer calls for public testimony.
- e. Councilmembers should refrain from asking questions or in any way interfering with the “audience participation” portion of the public hearing.

- f. After the Mayor has declared that the “audience participation” portion of the hearing has been concluded, Councilmembers may ask questions and the audience will be precluded from participation other than to answer questions asked or to rebut new evidence introduced.
- g. The Presiding Officer shall ~~then declare the public hearing closed.~~ ask for a motion to declare the public hearing closed.
- h. The City Council shall vote on the motion to close the public hearing.
- i. The City Council shall discuss the matter.
- j. Following City Council discussions on the motion or any amendments, the Presiding Officer shall ask for a motion for or against the subject at hand.

~~2.8~~ 2.9 PUBLIC HEARING ITEMS

The following are typical items which require the holding of a public hearing by the City Council prior to formal action:

- a. Abandonment of Streets
(Amendments to Fees and Areas of Benefit)
- b. Amendments to the Zoning and Ordinances which are Site Specific
- c. Budget Adoption
- d. Conditional Use Permit Appeals
- e. Franchises, Granting of
- f. General Plan Amendments
- g. Grant/Fund Applications When Federal/State Regulations so Mandate
- h. Housing and Community Development Act Funds
- i. Moratorium Extensions
- j. Thoroughfare Improvements
- k. Underground Utility Districts, Establishment of
- l. Vehicle Code Enforcement on Private Streets
- m. Zoning Map Changes

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

n. Zone Variance Appeals

Other typical items may come before the City Council from time to time, for which State or Federal laws require the holding of a public hearing. In addition, the City Council may call for a public hearing for other items.

~~2.9~~ 2.10 NON-AGENDA ITEMS

No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2.

A proposal to create an Ad Hoc Committee for a matter or topic not directly related to the City Council's consideration and deliberation of an agenda item must be agendaized at a future meeting date before final action to create the Ad Hoc committee and to appoint its members can be taken.

~~2.10~~ 2.11 ADJOURNMENT

To allow clarification of the record, a motion to adjourn a meeting to the next regular meeting should specify this. A motion to adjourn to an adjourned meeting shall specify the date, time and place of said adjourned meeting.

3. PRESIDING OFFICER

3.1 PRESIDING OFFICER

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and Vice Mayor, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Vice Mayor or until adjournment.

3.2 CALL TO ORDER

The meeting of the City Council shall be called to order by the Mayor or if the Mayor is absent, the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer. In the absence of a quorum of three (3) Councilmembers, the City Clerk shall call the meeting to order and declare the same adjourned to a stated day and hour.

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

3.3 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer is primarily responsible for the conduct of the meeting; however, may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and shall not be deprived of any of the rights and privileges of a Councilmember by reason of being the Presiding Officer.

3.4 QUESTION OR MOTION TO BE STATED

The Presiding Officer may verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer (or City Clerk) shall announce whether the question was carried or defeated, and may summarize the action taken by the City Council before proceeding to the next item of business.

3.5 SIGNING OF DOCUMENTS:

The Mayor shall sign ordinances, resolutions and contracts approved by the City Council. In the absence of the Mayor, the Vice Mayor shall sign all such documents as have been adopted and approved by the City Council. In the absence of the Mayor and Vice Mayor, the temporary Presiding Officer shall sign all such documents.

3.6 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all time. No person shall be allowed to speak who has not first been recognized by the Presiding Officer. All questions and remarks should be addressed to the Presiding Officer.

3.7 DURATION OF MEETING

If a meeting exceeds four hours, the Presiding Officer may call for a motion to adjourn all remaining items of business to an adjourned meeting, a special meeting or to the next regular meeting.

4. RULES, DECORUM, AND ORDER

4.1 POINTS OF ORDER

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the

Suggested alternative wording Pg 26
~~Strikeout~~
Suggested wording

question shall be, "Shall the decision of the Presiding Officer be sustained?", in which event a majority vote shall govern and conclusively determine such question of order.

4.2 DECORUM AND ORDER – COUNCILMEMBER

- a. Councilmembers shall ~~afford~~ afford the utmost courtesy to each other, to City employees, and to the general public appearing before the City Council and shall refrain at all times from ~~rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.~~
- b. Every Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.
- c. Every Councilmember desiring to question the administrative staff should address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.
- d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.
- e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.
- f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

4.3 DECORUM AND ORDER – EMPLOYEES

Members of the Administrative staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council. The City Manager shall insure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Presiding Officer. All remarks should be addressed to the Presiding Officer and not to any one individual Councilmember or public member.

4.4 DECORUM AND ORDER – PUBLIC

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. 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.

Unrecognized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations which do not permit the meeting to proceed in an orderly manner shall not be permitted by the Presiding Officer, who may direct the sergeant at-arms to remove such offenders from the room if they do not cease upon request by the Presiding Officer. Aggravated cases shall be prosecuted by appropriate complaint signed by the Presiding Officer.

4.5 ENFORCEMENT OF DECORUM

The Chief of Police shall be ex-officer sergeant-at-arms of the City Council. He/she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the City Council Chambers or place such person under arrest or both. (Robert's Rules of Order)

4.6 PERSONAL INTEREST

No Councilmember disqualified from participation under State law or the City's Conflict of Interest Code shall remain at the Council dais during the debate or vote on any such matter. The Councilmember shall publicly state the grounds for disqualification on the record and upon acceptance by the Presiding Officer shall leave the Council dais during the debate or vote on the issue.

4.7 LIMITATIONS OF DEBATE

No Councilmember should be allowed to speak more than once upon any one subject until every Councilmember choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered as speaking. (Robert's Rules of Order)

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

4.8 DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and request that the reason be entered into the minutes. (Robert's Rules of Order)

4.9 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern. (Suggested League of California Cities Procedure)

5. ADDRESSING THE CITY COUNCIL

5.1 MANNER OF ADDRESSING THE CITY COUNCIL

During the public comment portion of a regular meeting, members of the public may address the City Council on agenda items before consideration or on any subject matter within the City Council's jurisdiction.

No ~~person~~ member of the public shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and questions shall be addressed to the Presiding Officer and not to any individual Councilmember, staff member or other person.

Any ~~person~~ member of the public desiring to address the City Council should present the City Clerk with a speaker's card, stating his/her name. For purpose of staff follow up, the speaker may also provide his/her address and phone number.

Members of the public that cannot attend the meeting may submit a letter or statement to include in the record, which must be received by the City Clerk's Office no later than 12:00 pm on the day of the meeting to be provided to City Council and made available for public review. The City Clerk will not read written comments and the member of the public must be present to address the City Council. Public comment will not be accepted via telephone or video conference, or other medium of communication.

During a public hearing, all remarks shall be limited to the subject under consideration. For a special meeting, members of the public may address the City Council concerning any item listed on the agenda before or during consideration. Unlike regular meetings, the City Council does not have to allow public comment on non-agenda matters.

Suggested alternative wording Pg 26
~~Strikeout~~
Suggested wording

5.2 TIME LIMITATION

Any public member addressing the City Council shall limit his address to three (3) minutes unless further time is granted by the Presiding Officer or majority of the City Council.

The Presiding Officer shall have the discretion but not the obligation to allow members of the public to comment on items appearing on the agenda under Administrative Reports and Consent Calendar sections of the agenda.

5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

After a motion has been made, no ~~person~~ member of the public address the City Council without securing permission of the Presiding Officer or by a majority vote of the City Council. (Suggested League of California Cities Procedure)

5.4 WRITTEN CORRESPONDENCE

The City Manager is authorized to receive and open all mail addressed to the City Council as a whole, and give it immediate attention to the end that all administrative business, not necessarily requiring City Council action, may be disposed of between City Council meetings. Any communication requiring City Council action will be reported to the City Council at its next regular meeting together with a report and recommendation of the City Manager. The City Manager is authorized to open mail addressed to individual Councilmembers, unless specifically requested otherwise from an individual member.

6. MOTIONS

6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it may be stated by the Presiding Officer before debate. A motion ~~shall not~~ may be withdrawn by the mover without the consent of the Councilmember seconding it. ~~(Robert's Rules of Order)~~

6.2 MOTIONS OUT OF ORDER

The Presiding Officer, or a majority of the City Council, may at any time permit a member to introduce an ordinance, resolution or motion presently on the agenda out of the regular agenda order. (Reference Sections 2.1) (Robert's Rules of Order)

6.3 DIVISION OF MOTION

If a motion contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed by another Councilmember), divide the same. (Robert's Rules of Order)

6.4 PRECEDENCE OF MOTIONS

When a motion is before the City Council, no other motion shall be entertained except the following:

- a. Adjourn
- b. Fix Hour of Adjournment
- c. Table
- d. Previous Question
- e. Amend
- f. Postpone
(Robert's Rules of Order).

6.5 MOTION TO ADJOURN (NOT DEBATABLE)

A motion to adjourn shall be in order at any time except as follows:

- a. When repeated without intervening business or discussion,
- b. When made as an interruption of a Councilmember while speaking,
- c. When the previous question has been ordered, or
- d. While a vote is being taken.

A motion to adjourn "to another time" (i.e., to an adjourned meeting) shall be undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

6.6 MOTION TO FIX HOUR OF ADJOURNMENT

A motion to specify a definite hour to which the subject meeting shall be adjourned is undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

6.7 MOTION TO TABLE

A motion to table shall be used to temporarily bypass the subject and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be “taken from the table” at any time prior to the end of the next meeting. (Robert’s Rules of Order)

6.8 MOTION TO CALL FOR THE PREVIOUS QUESTION

Such a motion shall be used to close debate on the main motion and shall be undebatable. If the motion fails, debate shall be reopened if the motion passes, a vote shall be taken on the main motion. (Robert’s Rules of Order)

6.9 MOTION TO AMEND

A motion to amend shall be debatable only as to the amendment. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable and voted first, then the main motion as amended. (Robert’s Rules of Order)

6.10 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable as to suitability of postponement and time set for postponement. (Robert’s Rules of Order)

6.11 GENERAL CONSENT

Unless otherwise required as noted in Section 7.2, the City Council may by general, unanimous or silent consent do business with less regard for formal motions. Where there appears to be no objection, the formality of voting can be avoided by the Presiding Officer asking if there is any objection by any Councilmember to the proposed action, and, if there is none, the Presiding Officer shall announce the result. The action thus taken is by general consent of the City Council. (Robert’s Rules of Order)

Suggested alternative wording Pg 26

~~Strikeout~~

Suggested wording

7. VOTING

7.1 VOTING PROCEDURE

Motions shall be adopted by voice vote, roll call vote or by the general consent/"no objection" method, as described in Section 6.11. The results of the vote shall be entered in full in the minutes.

The order of a roll call vote shall be designated by the City Clerk, with the Mayor voting last.

Except as otherwise provided herein, the "no objection" method for expediting lengthy agendas may be used unless any Councilmember requests a voice or roll call vote. The approval of the motion in the minutes shall be reflected as a "no objection" vote or that the motion "carried unanimously". (Robert's Rules of Order)

Roll call votes shall be taken on all ordinances, resolutions, or orders for the payment of money unless the vote is unanimous.

Motions requiring a 4/5ths affirmative vote shall be announced by City staff prior to City Council consideration of the motion.

7.2 VOTING

Every ordinance, resolution or order for the payment of money requires three affirmative votes (with the exception of urgency ordinances, which require four affirmative votes). Any member may change his vote on any item before the next order of business. The votes shall be lost motions and may be reconsidered. (Robert's Rules of Order)

7.3 FAILURE TO VOTE

Every Councilmember should vote unless disqualified for cause. Abstentions shall not be counted as a vote.

7.4 RECONSIDERATION

Any member who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council. (Robert's Rules of Order)

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

8. RESOLUTIONS

8.1 RESOLUTIONS PREPARED IN ADVANCE

Where a resolution has been prepared in advance, the procedure shall be: staff/City Council report (if needed), discussion (if needed), motion, second, City Council votes, and results declared. All resolutions shall be read in full, unless the full reading is waived by unanimous consent of the City Council. Items of the Consent Calendar are automatically deemed to have the full reading waived by common consent. (Suggested League of California Cities Procedure)

8.2 RESOLUTIONS NOT PREPARED IN ADVANCE

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Attorney or City Manager to prepare a resolution for presentation at the next City Council meeting. (Suggested League of California Cities Procedure)

8.3 URGENCY RESOLUTIONS

In matters of urgency, a resolution may be presented verbally in motion form together with specific instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure for resolutions prepared in advance as stated in Section 8.1 shall be followed. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when resolutions are required by law or in improvements acts, zoning matters and force account work on public project. (Suggested League of California Cities Procedure)

9. ORDINANCES

9.1 INTRODUCTION (FIRST READING)

At the time of introduction, an ordinance shall be read in full, unless, after reading the title, reading is waived by unanimous consent of the City Council. The procedure for introduction of an ordinance shall be: reading of the title by the ~~City Clerk~~ Presiding Officer or City staff member, motion to introduce first reading, second, discussion (if needed), City Council votes, and results declared. (Suggested League of California Cities Procedure)

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

9.2 ADOPTION (SECOND READING)

With the sole exception of ordinances which take effect immediately (as outlined in the following sections), no ordinance shall be adopted by the City Council on the day of introduction, nor within five days thereafter, nor at any time other than a regular or adjourned meeting.

~~At the time of adoption an ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. The procedure for adoption of an ordinance shall be: reading of the title by the City Clerk, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)~~

If the Ordinance was unanimously approved at the time of introduction, adoption (second reading) of the ordinance may be placed on the Consent Calendar with the recommendation that City Council waive full reading of the ordinance and adopt by title only. If it was not unanimously approved at the time of introduction, the ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. Unless approved on the Consent Calendar, the procedure for adoption of an ordinance shall be: reading of the title by the Presiding Officer or City staff member, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)

9.3 AMENDMENT FOLLOWING INTRODUCTION

In the event that an ordinance is altered after its introduction, a motion for an amended introduction shall be required. The ordinance shall not be considered for adoption until five days thereafter and not at any meeting other than a regular or adjourned meeting. The correction of typographical or clerical errors shall not constitute making an alteration within the meaning of this Section.

9.4 EFFECTIVE DATE

All ordinances, except as listed below, shall become effective 30 days after adoption, or upon such later date as may be designated in the ordinance. The following ordinances shall become effective immediately upon adoption:

- a. Urgency Ordinances,
- b. Ordinances calling, or otherwise relating to, an election,
- c. Ordinances relating to street improvement proceedings,

- d. Ordinances relating to taxes for the usual and current expenses of the City, or
- e. Ordinances covered by particular provisions of law prescribing the manner of their passage and adoption.

9.5 PUBLISHING

It shall be the duty of the City Clerk to cause each ordinance to be published within 15 days after adoption with the names of those Councilmembers voting for and against the ordinance.

9.6 URGENCY ORDINANCES

Any ordinance declared by the City Council to be necessary as an urgency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting. Such Ordinance must be passed by a least four affirmative votes.

10. MINUTES

10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

Suggested alternative wording Pg 26

~~Strikeout~~

Suggested wording

11. REORGANIZATION

11.1 SELECTION OF MAYOR AND VICE MAYOR

Pursuant to Government Code Section 36801 “The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore.” The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at ~~a~~ the first regular meeting in ~~March-December~~. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used:

Election of Mayor:

- a. City Clerk opens the nominations for the position of Mayor
- b. Nomination(s) is/are made for Mayor, and seconded
- c. Hearing no objections, motion to close nominations
- d. City Clerk conducts a roll call vote ~~in the order in which nominations are received~~ and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote
- e. City Clerk announces the results

Election of Vice Mayor: (City Clerk to follow steps a-e above)

11.2 SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons/delegates to the various City Committees and Commissions, or as liaison/delegate to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

Suggested alternative wording Pg 26~~Strikeout~~Suggested wording

12. COMMITTEES

12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees (collectively “Committee”); and (b) make appointments to all Committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

12.2 PURPOSE

The primary purpose of each ~~standing~~ Committee is to provide a forum for the thorough vetting of matters within the Committee’s subject matter jurisdiction before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the Committee’s subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff’s work product.

Ad hoc committees shall have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

12.3 LIMITATIONS ON AUTHORITY

No ~~City Council~~ Committee may approve a contract or expenditure of funds.

No ~~City Council~~ Committee may provide any direction to City staff, the City Attorney, or consultants engaged by the City, except that a City Council standing committee may provide such direction at a duly noticed meeting of a standing committee, where such direction concerns a matter that is within the subject matter jurisdiction of the standing committee, such direction does not conflict with the policies or direction established by the City Council, and where such direction will not result in an expenditure of resources in excess of the applicable amounts allocated in the approved annual budget.

12.4 APPLICABLE LAWS AND REGULATIONS

All City Council standing committees shall comply with the requirements of the Ralph M. Brown Act. All City Council standing committees shall comply with the procedures set forth in Sections 1 through 5, inclusive, of this Procedural Manual, to the extent reasonably practicable. In the event of any conflicts between the provisions of Sections 1 through 5 and the provisions of this Section 12, the latter shall control.

12.5 MEETING DATE AND TIME

By agreement of both members, each standing committee shall establish a time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing committee shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

12.6 QUORUM

Only one member of a Committee must be present in order to establish a quorum. The scheduling of meetings so as to facilitate the participation of both members of a two-person Committee is strongly encouraged.

12.7 STAFFING

The City Manager shall appoint a staff member to be the primary staff liaison for each standing committee. The designated staff liaison shall coordinate all meetings of the standing committee, ensure that each meeting is recorded via audio-tape and cause the recorded audio-tape(s) to be delivered to the City Clerk upon completion of the meeting. The recorded audio-tape(s) shall be retained by the City Clerk for the same period as recorded audiotapes of City Council meetings. The designated staff liaison shall work with the City Manager to ensure that the appropriate staff member(s) attend the meetings of the standing committee, and that the direction provided by the standing committee is carried out.

12.8 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the responsibility for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

12.9 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES

13.1 Whenever State law requires that the City Council fill a vacancy on the City Council, and the City Council determines to fill the vacancy by appointment, the City Council shall fill the vacancy as follows:

- a. At a regular or special meeting of the City Council, direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.
- b. At a regular or special meeting of the City Council, allow all applicants to address the City Council for a specified amount of time. The presentations would be followed by public comment.
- c. After the presentations at the City Council meeting, the City Council may then elect from the following alternatives:
 - i. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or
 - ii. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.

13.2 If no selection is made within 30 days, City Council may call for a special election.

SUGGESTED ALTERNATIVE WORDING – NEXT PAGE

Suggested alternative wording Pg 26

~~Strikeout~~

Suggested wording

[SUGGESTED ALTERNATIVE WORDING]:

Government Code Section 36512(b) notwithstanding, if, after thirty (30) consecutive days from the date of a vacancy, the City Council fails to fill the vacancy by appointment, the City Council shall fill the vacancy by calling a special election. Except as otherwise provided in the preceding sentence, the filling of vacancies to the City Council shall be conducted in accordance with Government Code Section 36512 and all persons so appointed or elected shall serve for the periods of time prescribed by Government Code Section 36512.

14. PRIORITY GOAL SETTING MEETING

~~The City Council shall hold a special study session every year, no later than the first regularly scheduled City Council meeting in April, to set priorities and goals for the subsequent fiscal year.~~

14.1 The City Council shall hold a special study session every year during the budget process to set priorities and goals for the subsequent fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.

- a. City Council goals articulate city-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Goals tend to remain relatively stable over time.
- b. Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within city-wide goals but provide more specific focus for the upcoming fiscal year.

14.2 When setting goals and priorities, City Council shall take into consideration staff resources available to accomplish said goals and priorities. The goals and priorities should be reviewed annually with the City Manager and updated to reflect goals and priorities that are reasonably attainable given limited staff resources.

15. OFFICIAL LETTERHEAD AND OTHER STATIONERY USE POLICIES

15.1 AUTHORIZED USE OF LETTERHEAD

Official City letterhead or any other official Stationery of the City must be used with care to avoid misunderstandings, including but not limited to, misrepresentations of official City Council-approved policies or actions. When authorized or otherwise directed by a majority of the City Council at a duly noticed meeting of the City Council, official City letterhead and/or other official Stationery may be used by members of the City Council to communicate official

City Council-approved action or policy. Without the prior approval of the City Council but subject to the restrictions and requirements of this Section below and Section 15.3, an individual Councilmember may use official City letterhead and/or other official Stationary for the following purposes, provided the Councilmember makes clear in the correspondence that he or she is communicating in his or her individual capacity and not on behalf of the City or the City Council as a body: (i) to acknowledge the receipt of communications submitted to the Councilmember by members of the public; (ii) to offer simple congratulations or appreciation to members of the public for their civic involvement or personal achievements which reflect positively on the San Fernando community; (iii) to offer simple condolences and/or best wishes to members of the public who have endured personal hardship or loss; (iv) to respond to inquires by members of the public seeking publicly available and non-privileged information about City programs or services; or (v) to request information from other public agencies or non-City organizations. When using official letterhead or other official Stationery to communicate with others, City Councilmembers must expressly state in their communication whether or not they are communicating in their individual capacity or whether they are communicating in a representative capacity for the City Council and/or the City. In order to communicate in a representative capacity for the City Councilmember must have received formal direction or authorization from a majority of the City Council at a duly noticed meeting of the City Council.

15.2 UNAUTHORIZED USE OF OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

In addition to any other prohibition set forth under this Chapter, elsewhere in this Manual, under the San Fernando Municipal Code or State law or Federal law, no member of the City Council communicating with any other person or entity through the medium of official City letterhead or other official Stationery of the City, may represent that he or she is communicating or otherwise acting in a representative capacity for the City Council or the City or communicating a position or opinion in the name of the City Council or the City unless the City Council has been expressly authorized to do so by a majority of the City Council at a duly noticed meeting of the City Council. The City Council reserves the right to request that any communications using City letterhead or other City Stationery which are issued in the name of the City Council or the City must be reviewed and vetted by the City Council as a body at a duly noticed meeting of the City Council before the communication is disseminated. Under no circumstances may City letterhead or other official Stationary be used in any manner that (i) would constitute a violation of Government Code Section 8314, Government Code Section 82041.5 or any other applicable statute or regulation governing the use of public resources; or (ii) that discloses confidential or privileged information that a Councilmember has acquired in his or her official capacity as a member of the City Council where such disclosure may only be

made with the consent of the City Council acting as a body and such consent has not been formally granted by the City Council acting as body.

15.3 PREPARATION OF COMMUNICATIONS USING OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

It shall be the official policy of the City to have all City Councilmember communications using official City letterhead or other official Stationery prepared by secretarial staff of the City Manager's office, with prior verbal or written notice by the requesting Councilmember to the City Manager. City secretarial staff may not commence the drafting of such communications until the City Manager has confirmed either verbally or in writing that the City Manager has been notified of a Councilmember's request to communicate using official City letterhead or other official Stationery of the City. The City Manager reserves the right to review all such communications before they are disseminated to verify compliance with these policies and the City Manager further reserves the right to seek input and direction from the City Council at a duly noticed meeting of the City Council before authorizing staff to disseminate any such communications. Councilmembers shall not receive personalized official letterhead or Stationery nor shall Councilmembers be entitled to maintain their own stock of letterhead or Stationery or maintain electronic templates of such Stationery. The rights and duties of the City Manager under this Chapter shall be delegated to the person who has been formally designated by the City Manager or a majority of the City Council to act in place of the City Manager during any period time in which the City Manager is on vacation, on extended leave or is otherwise physically unable to discharge his or her duties at the time the request is made.

15.4 COUNTERFEIT LETTERHEAD OR STATIONERY

Except as may otherwise be allowed under City Council Resolution No. 6904 approved May 5, 2003, no member of the City Council may affix the City seal or any other City logo on any personal letterhead, Stationery or any other written document, whether or not such letterhead, Stationery or document is transmitted in paper form or electronically. All such written communications improperly bearing the City seal or any other City logo shall be deemed unauthorized and counterfeit.

15.5 DEFINITIONS

- a. "City seal" shall have the same meaning as set forth under Section 1-13 of the San Fernando Municipal Code as the same may be amended from time to time. The City seal as described under Section 1-13 appears as follows:



- b. "City logo(s)" shall mean and include all logos or designs used for purposes of symbolically representing the authority of the City of San Fernando and the capacity of its officers, employees and agents as representatives of the City of San Fernando. City logos include, but are not limited to the above image.



16. STATEMENTS OF ECONOMIC INTEREST

16.1 FORM 700 OVERVIEW

One of the main laws designed to prevent self-dealing in governmental decision-making is the Political Reform Act of 1974 (the PRA). The PRA is codified under the California Government Code. The PRA requires that most state and local government officials disclose their personal income and assets, as well as disqualify themselves from participating in certain governmental decisions that may impact their personal economic interests. As required under the PRA, local elected officials must annually disclose their economic interests through a form referred to as the Form 700 – Statement of Economic Interests (the Form 700). The Form 700 is filed annually with the City Clerk. Any member of the public is permitted to inspect and copy a Form 700 during normal business hours. Members of the City Council and the Planning and Preservation Commission shall be mindful of PRA requirements to complete an annual Form 700 and to complete the same upon assuming and departing from public office also as required under the PRA.

16.2 TIMELY SUBMISSION OF ANNUAL STATEMENTS OF ECONOMIC INTEREST

The City Clerk notifies those required to file a Form 700 of the precise filing deadline. Under State law, annual Form 700's are due by or before April 1st of each year or such other date as the Fair Political Practices Commission may prescribe by regulation for local elected officials. The Form 700 must also be filed within thirty (30) days of assuming or leaving office. Irrespective of notice provided by the City Clerk or any other City official or employee, it is the individual responsibility of each member of each City Council and each member of the Planning and Preservation Commission to keep themselves aware of filing deadlines and to file a Form 700 by or before the prescribed deadline.

16.3 REVIEW BY CITY CLERK AND CITY ATTORNEY

The City Clerk, as the City's filing officer for the submission of Form 700's, shall perform those duties set forth under Government Code Section 81010 and such

other tasks, duties and responsibilities as may be prescribed by the Fair Political Practices Commission. Upon request made by a City Councilmember or member of the Planning and Preservation Commission, the City Attorney shall also conduct a facial review of the requesting filer's Form 700. The City Attorney shall be given a minimum of ten (10) calendar days to complete its review. A facial review consists of reviewing statements for the following items: (a) the cover sheet includes the name and address of the filer, the period covered and the type of statement; (b) the summary page is completed and the required schedules are attached; (c) all information is legible and readable reproductions of the statement can be made; and (d) the verification is complete. Neither the City Clerk nor the City Attorney are responsible for verifying the truth of representations made by a filer in their Form 700 nor are they under any duty to perform any sort of investigation or inquiry as to the truth or accuracy of such representations or whether a filer has fully identified all disclosable interests. The filer shall be solely and exclusively responsible for any errors or omissions in the filer's Form 700, notwithstanding review by the City Clerk or the City Attorney.

POLICY/PROCEDURE

~~Strikeout~~
[Suggested wording](#)

SUBJECT	ISSUANCE	
CITY COUNCIL CONTACTS	ORIGINAL DATE	EFFECTIVE
	August 19, 1986	August 19, 1986
	CURRENT DATE	EFFECTIVE
	May 6, 2019	May 6, 2019
CATEGORY	POLICY NO.	SUPERSEDES
CITY COUNCIL POLICY/PROCEDURE	ADM-001	May 18, 2015

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

This policy established the procedure for:

- (1) Staff contacts initiated by Councilmembers; and
- (2) Councilmember contacts initiated by employees

This policy is put into place to support proper channels of communication between Councilmembers and employees and conservation of Councilmembers and staff time.

SECTION II. STAFF CONTACTS INITIATED BY COUNCILMEMBERS.

~~The City Council shall contact the City Manager if a Councilmember has a question or wishes to discuss a City related business matter with a staff member. Requests for information that can be retrieved from established records will be accommodated. Requests for information that requires generating studies or analysis will be accommodated in accordance with priorities, staff time availability, and City Manager or majority of the City Council approval. All other employees who are contacted by Councilmembers are required to advise their direct supervisor or the City Manager of the contact and the nature of the business related discussion.~~

- A. Contact with City Manager. Except as otherwise provided under this Section or under Section III, City Council shall contact the City Manager if a Councilmember has a question or wishes to discuss a City related business matter with a staff member. Requests for information that can be retrieved from established records will be accommodated. Requests for information that requires generating studies or analysis will be accommodated in accordance with priorities, staff time availability, and City Manager or majority of the City Council approval.
- B. Each City Council member shall comply with the provisions of Section 2-123 (Relations with council) of the San Fernando Municipal Code (hereinafter, "Section 2-123") with respect to interactions between the City Council member and subordinate employees of the City Manager. With respect to City Council member-initiated contacts that may reasonably be classified as "inquiry" within the meaning of Section 2-123, all employees who respond to such inquiries shall also notify his or her immediate supervisor or the City Manager of such inquiry and any information provided to the City Council member. The foregoing notwithstanding, City Council member inquires relating to

personnel matters shall be routed through the City Manager and not the City Manager's subordinate staff.

- C. Nothing in this policy shall be construed to prohibit communications or contacts had between a Councilmember and a City employee (i) which relates solely to Constitutionally protected campaigning activities, provided such communications or contacts are not undertaken during an employees working hours and are not conducted using City funds or resources; or (ii) which are of a purely social and non-work-related. Employees shall also be under no obligation to report such communications or contacts to the City Manager as would otherwise be the case for inquiries referenced under paragraph A, above.

SECTION III. COUNCIL CONTACTS INITIATED BY EMPLOYEES.

~~Councilmembers may be contacted by a department head if the department head has questions or wishes to discuss some matter upon approval of the City Manager. All requests by employees other than department heads to speak to a Councilmember regarding City related business shall be submitted to their direct supervisor for consideration. The request will include the subject matter and the reason necessitating the contact. Employees are not to contact Councilmembers directly on City time; failure to comply with this directive may result in disciplinary action.~~

- A. When an employee is required to make contact with a Councilmember in the course of the employee's performance his or her official job duties, a Councilmember may participate in such employee-initiated contact, provided the employee was authorized to initiate such contact by his or her department head or the City Manager. All requests by employees other than department heads to speak to a Councilmember regarding City related business shall be submitted to their department head or the City Manager for consideration. . The request will include the subject matter and the reason necessitating the contact. Employees are not to contact Councilmembers directly regarding non-City business on City time; failure to comply with this directive may result in disciplinary action.

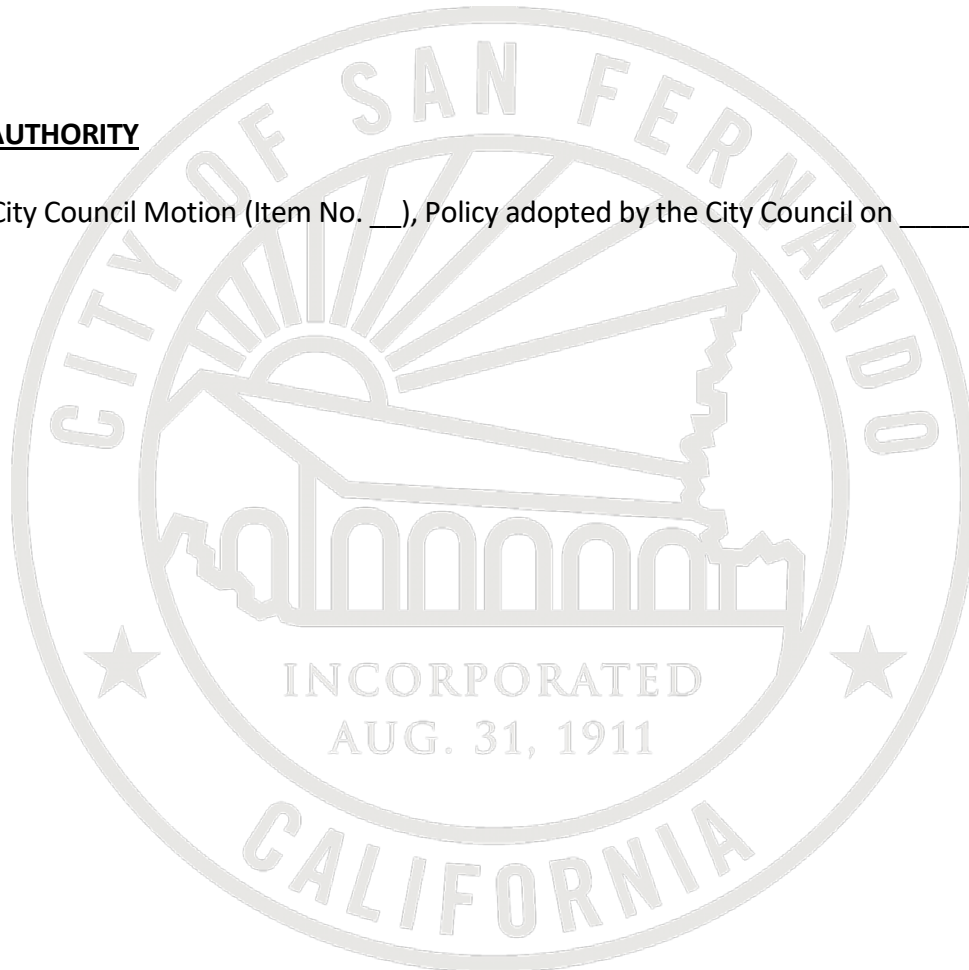
SECTION IV. MISCELLANEOUS.

- A. Unless an individual City Council member has been designated to serve as the City's designated labor negotiator by a majority of the full membership of the City Council at a meeting of the City Council, individual City Council members shall refrain from initiating communications or other similar contacts with any representative of City collective bargaining units for the purpose of negotiating with such bargaining units on the City's or City Council's behalf in outstanding contract negotiations. A City Council member shall not hold himself or herself out as the City's designated labor negotiator unless he or she has been appointed act in that capacity by the City Council.
- B. In the event of an unsolicited communication or contact initiated by any representative of a City collective bargaining unit (including any City employee acting in a representative capacity on behalf of his or her bargaining unit) during outstanding contract negotiations, the City Council member shall refrain from disclosing any privileged or otherwise confidential information or documentation to the bargaining unit representative, including, but not limited to, any privileged or confidential

information obtained in closed session. During such unsolicited communications or contacts, City Council members shall refrain from providing any promises or assurances as to the outcome of any negotiations and shall promptly disclose any information or documentation provided to the Councilmember by the bargaining unit representative that is pertinent to the negotiations to the City Manager so that it may be shared with, and vetted by, the full membership of the City Council, the City Manager and the City's designated labor negotiator(s). Nothing in this paragraph shall be construed to grant permission to an individual City Council member to disclose any information or documentation that is privileged or otherwise confidential at any other time, including times when the City is not engaged in contract negotiations with any one or more of its collective bargaining units.

SECTION V. AUTHORITY

By order of City Council Motion (Item No. ____), Policy adopted by the City Council on _____.



POLICY/PROCEDURE

~~Strikeout~~
[Suggested wording](#)

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
ATTORNEY SERVICES	June 5, 1995	June 5, 1995
	CURRENT DATE	EFFECTIVE
	May 6, 2019	May 6, 2019
CATEGORY	POLICY NO.	SUPERSEDES
CITY COUNCIL POLICY	ADM-002	May 18, 2015

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE AND SCOPE.

- A. Assure equal access to City Attorney services for all Councilmembers.
- B. Control costs and make effective use of time.
- C. Assure that the City Attorney is not working on assignments that are at cross purposes with adopted City Council policy.
- D. Assure that Councilmembers have personal advice on conflict issues.
- E. Assure that City Attorney remains a key member of the management team.

SECTION II. PROCEDURE.

The City Council has adopted the following policy for use of City Attorney services:

- A. Any Councilmember should be able to contact and communicate with the City Attorney to discuss any matter within the subject matter jurisdiction of the City, and for general information regarding conflict of interest issues, FPPC filing requirements, ethics-related issues and the like, without such information having to be shared with other Councilmembers, unless the City Attorney is ethically required to disclose such information to the City Council as a whole pursuant to applicable State Bare Rules or other applicable laws. It is also understood that by communicating with individual Councilmembers in such a manner, no attorney client relationship shall exist, or be created, as between the City Attorney and individual Councilmembers.
- B. Work to be performed by the City Attorney which is requested by an individual Councilmember requiring substantial research or activity (more than ~~three (3)~~ [five \(5\)](#) hours) should be assigned based on approval by the City Manager.
- C. Any individual Councilmember should be able to ask the City Attorney to provide information or research a matter relevant to the business of the City, provided that, in the best judgement of the City Attorney and the individual Councilmember (or the City Manager depending on the nature of the request) the request is not of a magnitude, either in terms of workload or policy, which would require that it more appropriately be assigned to staff through the collective direction of the City Council or the City Manager, as appropriate.

- D. All work products requiring substantial research or activity (more than ~~three (3)~~ five (5) hours) should be copied to all Councilmembers and staff (with the exception noted in (1)).
- E. When City Council has taken formal action completing an item, City Attorney research should not be expected without further authorization.

SECTION III. AUTHORITY.

By order of City Council Motion (Item No. ____), Policy adopted by the City Council on _____.



*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: May 6, 2019

Subject: Consideration to Approve a Professional Services Agreement with Saalex Solutions, Inc., for Information Technology Management Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a five-year Professional Services Agreement with Saalex Solutions, Inc. (Attachment "A" – Contract No. 1915) to provide full service Information Technology Management Services for an amount not-to-exceed \$115,200 per year with a 2.5% annual escalator and up to 10% per year for additional work requested by the City; and
- b. Authorize the City Manager to prepare and execute the Agreement.

BACKGROUND:

1. On December 1, 2014, the City Council awarded a three-year professional services agreement, with two optional one-year extensions, to Knight Communications, Inc. to provide Information Technology (IT) Management Services.
2. In December 2017, the City executed the first of two optional one-year extensions.
3. In December 2018, the City notified Knight Communications, Inc. the Agreement would be extended through June 30, 2019 while the City released a Request for Proposal (RFP) with the intent of awarding a new IT Management Services contract beginning July 1, 2019. Knight Communication was also invited to submit a proposal to the RFP.
4. On January 8, 2019, the City released the RFP for IT Management Services. An optional job walk was conducted on January 31, 2019, and five firms submitted responses by the due date on February 21, 2019.

Consideration to Approve a Professional Services Agreement with Saalex Solutions, Inc., for Information Technology Management Services

Page 2 of 3

ANALYSIS:

The City received timely proposals from the five firms in response to the RFP:

Firm	Setup Fee	Year 1	Year 2	Year 3	Year 4	Year 5
Knight Communications	n/a	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000
Saalex Solutions, Inc	n/a	\$115,200	\$118,100	\$121,000	\$124,000	\$127,100
Scientia Consulting Group	\$15,325	\$129,996	\$132,924	\$135,912	\$138,972	\$142,092
Tekwerks	\$5,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
X-act Technology	n/a	\$162,000	\$162,000	\$156,000	\$150,000	\$144,000

All proposals were reviewed by an Evaluation Panel ("Panel") that consisted of the City Manager, Deputy City Manager/Director of Community Development, Police Chief, Director of Public Works/City Engineer, City Clerk, and Director of Recreation and Community Services. After the initial review of all proposals, the Panel selected three firms whose proposals best fit the City's needs to interview.

1. Saalex Solutions Inc.
2. Scientia Consulting Group
3. X-act Technology

The oral interview focused on specific issues facing the City and how each firm would move the Information Technology function forward assuming very limited available resources. Based on the responses included in the RFP, performance in oral interviews, and reference checks, the Panel is recommending City Council award a contract to Saalex Solutions, Inc., to provide IT Management Services.

Saalex Solutions, Inc.

Saalex is a \$60+ million firm that employs approximately 600 personnel nationwide with extensive experience executing varying types of IT contracts. Saalex provides system performance analysis, information assurance, technical guidance and direct support for a broad range of entities, ranging and size and scope from small private businesses to the U.S. military and other federal entities such as the Air Force, Navy, Army, and NASA.

Saalex's business model implements a team approach that will allow the City to draw upon a deep knowledge base and multiple resources for desktop support, computer operations, network and systems support, and improved internal communication and analysis. Saalex demonstrated a thorough understanding of the City's particular challenges and an eagerness to work with City staff to improve network efficiency and operability.

Consideration to Approve a Professional Services Agreement with Saalex Solutions, Inc., for Information Technology Management ServicesPage 3 of 3

Saalex will provide an on-site Desktop Support Technician Monday through Friday, 7:30 a.m. to 5:30 p.m., as well as 24/7 Helpline and After Hours Emergency Support. Saalex will also monitor, configure, and maintain all existing City software and hardware, as well as negotiate and procure, on behalf of the City, all software and hardware purchases, in accordance with the City's Purchasing Policy.

BUDGET IMPACT:

The Fiscal Year 2019-2020 Adopted Budget includes \$125,000 for Information Technology Management Services.

The recommended firm has proposed \$115,200 per year. The additional funds will be used to engage Saalex Solutions, Inc., to provide website support services and will provide additional flexibility to the City during the transition period.

CONCLUSION:

Information technology services are a critical component to creating an efficient and effective business environment. In recognition of the importance of IT services, staff went through a very comprehensive process to ensure the City receives the best service at a competitive price. Throughout the evaluation and vetting process, Saalex Solutions, Inc., demonstrated a high level of professionalism and the ability to provide a high level of service at an extremely competitive price point.

ATTACHMENT:

A. Contract No. 1915 with Exhibit 1



PROFESSIONAL SERVICES AGREEMENT

Saalex Solutions, Inc.

Information Technology Management Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of May 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Saalex Solutions, Inc. a Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "1"** (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 five years commencing from July 1, 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 attached as Exhibit 1 (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$115,200 plus an annual increase of 2.5% (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 Director of Finance. In
-

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 2 of 17

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

Information Technology Management Services

Page 3 of 17

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and 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 Kevin Kehoe, Deputy Director of Information Technology, 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;

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 4 of 17

- 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) 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

Information Technology Management Services

Page 5 of 17

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

Information Technology Management Services

Page 6 of 17

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.

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 7 of 17

- 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**

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 8 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 9 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 10 of 17

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

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 11 of 17

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 (vi) 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.

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 12 of 17

- 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.

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 13 of 17

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:

PROFESSIONAL SERVICES AGREEMENT**Information Technology Management Services**Page 14 of 17

CONSULTANT:

Saalex Solutions, Inc.
Saalex Information Technology
811-A Camarillo Springs Road
Camarillo, CA 93012
Attn:
Jaime Dempsey/Director of Contracts
Phone: 321-604-3703
Fax: 321-848-0341
Email: Jaime.dempsey@saalex.com

CITY:

City of San Fernando
Finance Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Finance
Phone: (818) 898-7307
Fax: (818) 361-7631

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.

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 15 of 17

- 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.

PROFESSIONAL SERVICES AGREEMENT

Information Technology Management Services

Page 16 of 17

- 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)

PROFESSIONAL SERVICES AGREEMENT**Information Technology Management Services**Page 17 of 17

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**Saalex Solutions, Inc.**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney



INFORMATION TECHNOLOGY MANAGEMENT SERVICES

In Response to

For the City of San Fernando
DUE DATE: 21 FEBRUARY 2019



Submitted to:	Submitted by:
City of San Fernando Office of the City Clerk 117 Macneil Street San Fernando, CA 91340	Saalex Solutions, Inc. Saalex Information Technology Travis T. Mack, President/CEO Phone: 805.482.1070; Fax: 805.482.1072 811-A Camarillo Springs Road Camarillo, CA 93012 travis.mack@saalex.com www.saalexit.com

Proposal #: 8119-502



Table of Contents

1.0	Section 1 – Proposal Summary	1
2.0	Section 2 – Company Profile	4
2.1	Company Information	4
2.1.1	Firm Size	4
2.1.2	Organizational Structure	5
2.1.3	Financial Stability	5
2.1.4	Resources	5
2.1.5	Other Firms Participating in This Proposal.....	6
2.2	Legal Information	6
3.0	Section 3 – Company Qualifications.....	7
3.1	List of Clients we have served on similar projects	7
3.2	Municipal Reference Early Learning Coalition of Alachua County (ELCAC)	8
3.3	Private Sector Reference [Client]	8
3.4	Private Sector Reference: [Client]	10
4.0	Section 4 – Work Plan	12
4.1	Understanding and Approach to Work Requirements	12
4.2	Desktop Support.....	12
4.2.1	Desktop Support Hours of Operation.....	12
4.2.2	Desktop Support Prioritization.....	12
4.2.3	Desktop Support Appointments	16
4.2.4	Desktop Support Appointment Delay/Reschedule.....	16
4.2.5	Communication with Client/Caller	16
4.2.6	System Testing in IT Presence.....	16
4.2.7	Desktop Support Call Tracking.....	16
4.2.8	Contractor Inter-Site Transportation	16
4.3	Computer Operations.....	16
4.3.1	Computer Operations Hours of Operations.....	16
4.3.2	City Servers Operations	16
4.3.3	Process Log Review.....	16
4.3.4	System Reports and Outputs	17
4.3.5	Security Log Review.....	17
4.3.6	Backups, Backup Rotations and Restores	17
4.3.7	Operation and Network Activity Records and Reports.....	18



4.3.8	Server Monitoring and Reporting	18
4.3.9	Network Monitoring and Reporting.....	19
4.3.10	Operations Activity Log.....	19
4.3.11	Computer Room Maintenance	19
4.3.12	Software Updates	19
4.3.13	Operations and Network Groups Documentation	19
4.3.14	Supply Inventory	19
4.3.15	Hardware Asset Records	19
4.3.16	Software Asset Records	19
4.3.17	IT Disruption Plan.....	19
4.4	Network and Systems Support.....	22
4.4.1	Network and Systems Support Computer Operations	22
4.4.2	Network Definition	22
4.4.3	Network Cabling Contract	22
4.4.4	Network/Network Device Performance.....	22
4.4.5	Network/Network Device Configuration Updates.....	25
4.4.6	Network/Network Device Configuration Management and Record Keeping	25
4.4.7	Network, Network Device and Server Capacity	25
4.4.8	Network Security Administration and Record Keeping	25
4.4.9	Firewall Monitoring	25
4.4.10	Firewall Configuration Updates.....	26
4.4.11	Server OS Configuration and Updates.....	27
4.4.12	Network Intrusion and Virus Management.....	27
4.4.13	Coordination and Cooperation with Service Providers.....	27
4.5	City Current Projects	28
4.6	Communication and Analysis	29
4.6.1	Communication with City Staff	29
4.7	Transition Table.....	30
4.7.1	Are additional costs expected?.....	31
4.7.2	Will tasks be completed on-site?	32
4.8	Related Experience	33
4.9	Standard Operating Procedures.....	33
5.0	Section 5 – Project Staffing	35
5.1	Key Team Members for this Project	35



5.2	Project Team Organizational Chart.....	35
5.3	Project Team Resumes	36
5.3.1	Director of Information Technology – David Stills	36
5.3.2	Deputy Director of IT Operations – Kevin Kehoe	39
5.3.3	Systems Administrator – Daniel Olson.....	42
5.3.4	Systems Administrator – Joseph Hise.....	44
5.3.5	Help Desk Supervisor – James Lawson	47
5.3.6	Help Desk Technician – James “Ryan” Blessing	49
5.3.7	Help Desk Technician – Anthony Hart.....	50
5.3.8	Service Desk Clerk – Jae “Aric” Jeon.....	51
6.0	Section 6 – Proposed Innovations.....	52
6.1	Innovations Offered At No Cost to the City	52
6.1.1	30-Day Transition Plan with Customer Success Team.....	52
6.1.2	Cybersecurity Focus-SIEM/SOC	52
6.1.3	Architecture/Infrastructure Analysis and Optimization	52
6.1.4	On-site Technician Help Desk Support.....	53
6.1.5	Data Analytics/Predictive Analytics	53
6.2	Innovations Offered at Additional Costs	53
6.2.1	Virtual Chief Technology Officer	53
7.0	Section 7 – Costs Sheet and Rates.....	54
7.1	Proposed Costs to Provide the Services Desired	54
7.2	Costs for Extra After-Hours Services and Additional Options	57
8.0	Signed RFP Addendum Number 1	58



Glossary of Abbreviations and Acronyms

Acronym	Definition
ACE	AccessData Certified Examiner
AWS	Amazon Web Services
CISP	Cybersecurity Information Sharing Partnership
COOP	Continuity of Operations Plan
CRM	Customer Relationship Management
CSM	Customer Success Manager
DAPA	Data Analytics and Predictive Analytics
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name System
DoD	Department of Defense
ELCAC	Early Learning Coalition of Alachua County
ESD	Electrostatic Discharge
ESOP	Employee Stock Ownership Plan
ESX	Emergent System Exchange
FFMPEG	Fast Forward Motion Picture Experts Group
GREP	Global Regular Expression Print
HA	High Availability
IIS	Internet Information Services
IP	Internet Protocol
ISP	Internet Service Provider
ITSM	Information Technology Service Management
KM	Knowledge Management
LSRS	Land and Sea Range Support
MCP	Microsoft Certified Professional
MSP	Managed Services Product
NASA	National Aeronautics and Space Administration
NFS	Network File System
NOC	Network Operations Center
NSA	National Security Agency
NTFS	New Technology File System
OS	Operating System
PA	Professional Association
PBX	Private Branch Exchange
PC	Personal Computer
PGP	Pretty Good Privacy
PMT	Process Management Teams
POC	Point of Contact
POA&M	Plans of Action and Milestones
PSA	Professional Services Automation
QA	Quality Assurance



RFP	Request for Proposal
RHEL	Red Hat Enterprise Linux
RMM	Remote Monitoring and Management
ROI	Return on the Government's Investment
RTO	Recovery Time Objective
SAN	Storage Array Network
SIEM	Security Information and Event Management
SLA	Service Level Agreements
SOC	Security Operations Center
SOP	Standard Operating Procedure
SQL	Structured Query Language
SSL	Secure Socket Layer
UCS	Unified Computing System
VCTO	Virtual Chief Technology Officer
VIP	Very Important Person
VoIP	Voice over Internet Protocols
VPN	Virtual Private Network
WHM	Web Host Manager
[CLIENT]	[client]



1.0 SECTION 1 – PROPOSAL SUMMARY

The City of San Fernando has developed and implemented a complex IT infrastructure and now seeks to expand its capability to provide scalable flexibility and be adaptive to emerging technologies. Our extensive experience providing full-spectrum IT services to commercial firms, the federal government and state and local governments qualifies Saalex Information Technology (SaalexIT) to deliver a superior IT solution tailored to the City's requirements. SaalexIT recognizes the City's commitment to expanding the use of technology to boost efficiency in work, increase transparency and provide enhanced services to citizens and local businesses. Our commitment to quality customer service through responsive and knowledgeable professional staff can help the City achieve this goal. We make it our number one priority to meet our client's needs while protecting data and keeping the organization running smoothly.

Why SaalexIT? Highlights, Key Features, Benefits to the City

SaalexIT Offers	Advantage of Feature	Direct Benefit to the City
One full-time technician on-site, backed by a fully staffed Help Desk and Customer Success Team	Retain continuity of having on-site support to provide hands-on service for IT users within the City with additional resources ready to assist when needed and work on ongoing projects	<ul style="list-style-type: none"> City retains level of service to which it has become accustomed, with additional resources ready to respond to needs and projects Responsive, personalized assistance will be available at the user level
SaalexIT will provide the service of a Virtual Chief Technology Officer (VCTO) (optional service)	A VCTO helps the city by developing an IT strategy, and provides technical leadership, vendor management, compliance and much more	<ul style="list-style-type: none"> Optimization of effectiveness and efficiency of IT program, resulting in budgetary savings and heightened overall performance
Bi-coastal infrastructure	U.S.-based personnel available across multiple time zones	<ul style="list-style-type: none"> Help desk personnel can respond to incidents outside of standard work hours
U.S.-based skilled, certified and experienced technicians to provide network, system server and all related equipment support	Increased productivity for the City staff not having to deal with language barriers. As the City's needs evolve, SaalexIT can align resources to ensure proper skills are available to the City	<ul style="list-style-type: none"> Fast, efficient operation of systems Less downtime for all users City equipment that is currently purchased but unusable (e.g., plate readers) can be utilized as intended
Equipment Replacement Program and Implementation Plan	City will have a report of age, condition and life expectancy of current equipment and will be presented with recommendations for future acquisitions and upgrades	City will be able to properly budget for needed replacements and upgrades with a cohesive implementation plan
A designated Customer Success Team	SaalexIT has a special Customer Success Team with standard processes that ensures SaalexIT continues to meet the City's needs	Harmonious work between SaalexIT and City staff to meet City goals and objectives
Security Operations Center (SOC)	24-hour monitoring, assessment and defense of City systems and data	Real time investigation of security anomalies, thus reducing false alerts and unnecessary actions.
Security Information and Event Management (SIEM)	Aggregated data from various security feeds allows real time single-point monitoring	Faster and more comprehensive security allows early detection of attacks, threats and breaches
Network Operations Center (NOC)	24/7/365 monitoring and capability for resolving most issues and performing routine maintenance remotely. The NOC sends alerts before negative events occur	Provides the City with access to a higher technical skill set at no extra cost.



SaalexIT Offers	Advantage of Feature	Direct Benefit to the City
Easily accessible online ticketing system	Ticketing system is accessible through the SaalexIT portal during entire open cycle of help desk tickets	Allows users peace of mind that their IT needs are being taken care of on a timely basis. Progress to resolution can be monitored in real time
Monthly Executive Reports	Reports provide metrics that measure outstanding issues; performance trends; degrading technologies; and system performance versus cost expenditures	Allows administrators to quickly and easily stay informed to proactively make strategic information technology investment decisions and to answer questions about the heart of the system and progress towards problem resolution and/or improvements
Data Analytics and Predictive Analytics (DAPA) capability (offered at no additional cost to the City)	Historical data can be used to forecast future resource demands to enable City staff to make pragmatic business decisions	The City can direct the right materials and people to the correct job at precisely the right time. Efficiencies can be found to help control costs and save time.
Disaster Recovery Specialists	A disaster recovery assessment will be conducted to understand the level of impact risks. SaalexIT will work with City Staff to develop a disaster recovery plan	The Disaster Recovery Plan will allow the City to recover data and minimize downtime in the event of a natural or manmade disaster (e.g., earthquake, fire, flood)
Checked and Cleared personnel	SaalexIT has backgrounded and security cleared technicians to work with confidential government information, systems and on-base federal locations	Technicians are backgrounded to municipal standards that access local police department infrastructure and can start working to meet City requirements immediately upon contract.
Skills-based routing of help desk tickets	Avoids need for escalating tickets to another technician	Faster resolution time for issues
Autonomous Project Manager (PM)	PM with authority to execute all contract provisions	No delay while waiting for corporate office to make decisions
Business Plan/Action Plan will be prepared and presented	Cohesive plan aligned with City goals	Strategic planning for purchasing and emerging technology trends to meet its business vision and desired future state
ISO 9001:2015 certified company	Corporate commitment to employee training and emerging job requirements/proven quality assurance processes for planning, scheduling and performing inspections, audits and reviews	Properly trained and certified technicians will answer calls for assistance. Proven quality assurance processes create and maintain a highly functioning system.



Personnel Point of Contacts/Communication

Name	Role for City of San Fernando	SaalexIT Labor Category	Office Phone Number	Email
David Stills	Provide Oversight of Contract and Personnel	IT Director	[employee phone number]	[employee email]
Kevin Kehoe	SaalexIT Point of Contact for City	Deputy Director of IT	[employee phone number]	[employee email]
Daniel Olson	IT Support/Help Desk Technician	System Administrator	[employee phone number]	[employee email]
Joseph Hise	IT Support/Help Desk Technician	Systems Administrator	[employee phone number]	[employee email]
Aric Jeon	Help Desk Technician	Service Desk Clerk	[employee phone number]	[employee email]
James Lawson	Help Desk Technician	Junior Systems Administrator	[employee phone number]	[employee email]
Ryan Blessing	Help Desk Technician	Help Desk Technician	[employee phone number]	[employee email]
Anthony Hart	Help Desk Technician	Help Desk Technician	[employee phone number]	[employee email]
TBH	San Fernando On-site IT Support Technician	TBH	TBH	TBH

Emergency Service:

The City will be provided with a Tech Support Help Line number and email (offering 24-hour per day service) upon contract award.



2.0 SECTION 2 – COMPANY PROFILE

2.1 COMPANY INFORMATION

2.1.1 Firm Size

Saalex Corporation (Saalex) is a \$60+ million-dollar firm that employs approximately 600 personnel nationwide and consists of two (2) operating divisions, Saalex Solutions, Inc. and Saalex Information Technology (SaalexIT). Our company has extensive experience executing varying types of contracts that include Engineering Services and Information Technology (IT) Services. We provide system performance analysis, information assurance, technical guidance and direct support throughout the project lifecycle. Saalex is a prime contractor as well as an active subcontractor for the [insert customers]. SaalexIT professionals are intimately versed in assessing, analyzing and fulfilling the information technology needs of a broad range of entities, ranging in size and scope from small private businesses to the U.S. military and other federal entities. This includes serving the unique IT demands of local government entities like the City of San Fernando. **SaalexIT supports thousands of end users on a daily basis.** We also provide IT support to over 35 city, county and commercial customers (*Table 1*), and many of those are valuable long-term clients since 2012. Our geographical presence is depicted in *Figure 1*.

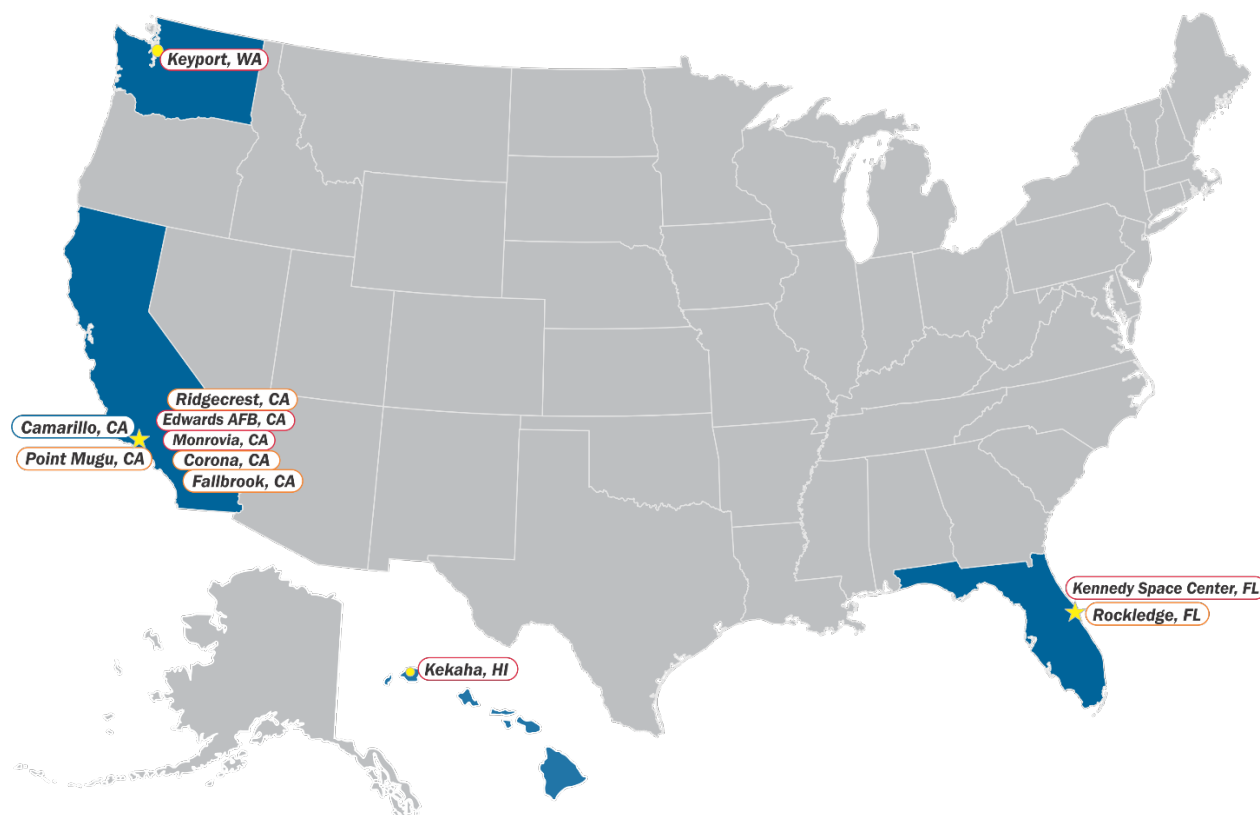


Figure 1 - SaalexIT currently provides IT services nationwide in the following geographical areas.

The SaalexIT technical support team offers our best example of superb corporate IT task execution and personnel management. **SaalexIT's skill-based routing process matches every technician's skillset with a particular service.** This ensures we have trained staff performing tickets to maximize customer satisfaction. **We manage an internal Help Desk that requires shift and on-call work, and we engage in continual 24-hour operations.**



2.1.2 Organizational Structure



SaalexIT's Deputy Director of Information Technology, Mr. Kevin Kehoe, will serve as the IT Project Manager who will be overseeing and supervising IT operations for the City of San Fernando. Mr. Kehoe is a distinguished IT professional with more than 10 years of success managing and leveraging technology to meet our client's goals. Mr. Kehoe has full autonomy and decision-making authority to execute all provisions of the contract without intervention from Saalex corporate. Mr. Kehoe will interface with the assigned Point of Contact (POC) regarding all contractual matters.

This streamlined approach significantly minimizes turnaround time in the decision-making process. Decisions can be made in hours rather than in days. Additionally, Mr. Kehoe will be on-call to assist with any other issues and will be available via phone and email to initiate immediate corrective action should escalation of an event related to the City's concerns regarding performance or staffing be required.

When working with the City's systems, SaalexIT will either handle or aid in all server/applications changes and upgrades and offers a **fully functional remote help desk** the City end users can call into. To ensure proper customer experience, **SaalexIT uses its national Network Operations Center (NOC) to monitor server and infrastructure support and to provide immediate response to all reported incidents.** SaalexIT also provides status reports and metrics on systems operations and develops surveys for distribution to clients. SaalexIT maintains call logs and operations logs, and reviews technical alerts and bulletins.

2.1.3 Financial Stability

SaalexIT is financially prepared to take on the challenges of the City of San Fernando's Information Technology Management Services contract. SaalexIT maintains a \$7 million credit facility with Live Oak Bank and can draw on an additional \$3 million of credit with American Express, as well as on-account credit arrangements with various equipment suppliers and other vendors. This credit facility gives SaalexIT the financial ability to cover any unforeseen issues that may arise with this contract.

2.1.4 Resources

Through the effective application of Knowledge Management (KM), SaalexIT consistently maintains the level of support our customers expect while actively improving our processes and capabilities to exceed those expectations. We achieve this by capturing, analyzing and applying knowledge gained through past and present actions, thereby making informed decisions moving forward. KM provides the continuity that is essential to mitigate the impacts of staff turnover and other key challenges.

We utilize KM by applying lessons learned on other contracts and implementing that knowledge through management structures such as cross-functional Integrated Product Teams (IPT) and Product/Process Management Teams (PMT). SaalexIT routinely applies KM when conducting technical reviews to streamline the management of complex operations.

SaalexIT begins the KM process by thoroughly documenting meetings, including recommendations, tasks, schedules, Plans of Actions and Milestones (POA&M), and decisions made. We further utilize KM to provide recommendations on system improvements that result in increased performance, decreased costs and increased reliability. SaalexIT provides our Government customers with easy access to this vital information by leveraging SharePoint as a KM tool.

SaalexIT employs the following corporate resources that assist in meeting the City's needs. These resources would provide support at no additional cost to the City:

- Administration and Finance. Our Administration and Finance Team are available to help resolve billing/invoice concerns.



- Contracts. Our Contracts Team executes Master Services Agreements and any modifications as needed.
- Customer Success. Our Customer Success Team ensures SaalexIT engineers continue to deliver informed service and hardware recommendations based upon our intimate knowledge of the client environment. The Customer Success team supports the client through a range of services, beginning with client onboarding and finalizing a Master Service Agreement. Additional services provided by our Customer Success team include an account review of the first 90 days after going live (Critical 90), quarterly account reviews to ensure SaalexIT's technical roadmap continues to align with City goals, and scheduled "meet and greets" to enhance our understanding of the City's evolving needs. Throughout the contract, our Customer Success team will dedicate itself to documenting City priorities and communicating these to our IT Sales and Engineering departments while providing exemplary customer service support through our IT Help Desk to ensure all issues are resolved quickly and completely.
- Human Resources. SaalexIT has three (3) recruiters that can assist with recruiting additional IT resources or vacant positions.

Data Analytics Group. SaalexIT has a data analytics group that can develop customized reports, performance dashboards and sensitivity analysis tools, which include return on investment (ROI) calculations aimed at providing our customers data-driven insights so they can make data-driven decisions. After coordination with the City stakeholders, SaalexIT can deliver quarterly reports based on the data sets available.

2.1.5 Other Firms Participating in This Proposal

SaalexIT is not proposing any subcontractors in this proposal.

2.2 LEGAL INFORMATION

SaalexIT has not received any substantiated complaints and does not have any outstanding litigation within the last five (5) years.



3.0 SECTION 3 – COMPANY QUALIFICATIONS

3.1 LIST OF CLIENTS WE HAVE SERVED ON SIMILAR PROJECTS

Table 1 – SaalexIT's Clients

Company/Agency Name	Start Date
Canaveral Port Authority (CPA)	02/05/18
Early Learning Coalition of Alachua County (ELCAC)	07/01/18
Town of Palm Beach	05/24/18
City of Cocoa, Florida	05/23/17
National Assessment Group, Kirtland Air Force Base	01/01/14
Naval Air Warfare Center Weapons Division, China Lake	05/01/11
Naval Supply Systems Command (NAVSUP) Fleet Logistics Center, Pearl Harbor	05/21/15
AVEX INC	08/21/12
Avia Dynamics	04/17/12
Ballard Inn and Gathering Table	10/22/18
B.P. Davis Management, Inc.	12/05/14
Bench Warmer	06/11/12
Carden Conejo School of Westlake	05/28/14
Erchonia Corporation, LLC	06/20/16
F&I Agency	04/17/12
First Impressions	02/12/14
Green Pharmaceuticals	04/17/12
Harbor City Animal Hospital	08/24/17
Hiepler & Hiepler	06/12/15
Hospice of St. Francis, Inc.	10/08/13
Imagymnation Gymnastics	08/28/14
JBN United Insurance Services	01/31/13
Kinamed	04/17/12
La Mer	04/15/13
MAB -Ming T Lai MD	09/01/16
MTC ENGINEERING LLC	12/17/13
NAS Insurance	04/18/12
NEELCO INDUSTRIES, Inc.	12/17/13
Perennial Financial Services	10/05/18
Richard Hodge, Inc. Law Offices	06/06/14
Sabre Financial Services	04/21/16
Sentry Storage Properties Belleview	12/18/13
Shane Diguseppe & Rodgers	04/17/12
The Resort on Cocoa Beach	07/15/14
THE TRIAL PROFESSIONALS, P.A.	03/21/16
Tile City & Stone	04/17/12
Travelstore	10/24/14
Tridant Solutions	12/01/17
Wish Sotheby's Int'l Realty	08/16/12
Xenel	04/17/12
Zuber Lawler & Del Duca	03/07/13



3.2 MUNICIPAL REFERENCE EARLY LEARNING COALITION OF ALACHUA COUNTY (ELCAC)

Client Information	
Client Name, Title, and Phone Number:	Early Learning Coalition of Alachua County (ELCAC) [POC name, POC title] [POC phone number]
Period of Performance:	07/01/2018 – Present
Percentage of work performed:	100% and ongoing
Total Project Cost:	\$

Summary of work performed

Desktop Support

SaalexIT is responsible for the 24/7 support of workstations, servers, switches, printers, routers and firewalls. The services include Office 365 administration, anti-virus management, local backup administration, anti-virus management, local backup management and recovery, remote patch management, performance monitoring, software installation, hardware upgrades, recovery, automated remote resolution of events, and any additional on-site support as needed.

Computer Operations

SaalexIT ensures proper operation of the ELCAC's networked computer system, equipment and related network infrastructure located in two buildings within the ELCAC. Our responsibilities include providing server, workstation, printer, switch and LAN management. We are also responsible for planning and managing inventory, backup system and documentation for all systems and activity performed within their environment. SaalexIT performs monthly inspections of the computer room to ensure the environment is a healthy working condition to include, cleanliness, organization, and climate control to ensure equipment health.

Network and Systems Support

Since ELCAC selected SaalexIT, we have countered multiple hacking attempts from outside threats, increased performance on the primary server by 400 percent, and identified and removed abandoned software by multiple previous solution providers. Additionally, SaalexIT provides two (2) hours of monthly on-site services.

Communication and Analysis

SaalexIT participates collaboratively with various ELCAC departments to fulfill service needs with the ELCAC operations coordinator. Additionally, SaalexIT provides monthly summary reports of systems health and patch management. Finally, our SaalexIT IT Director performs a quarterly review of the environment to insure compliance, security and optimum performance. This analysis is then reviewed with ELCAC's executive management to make recommendations for future improvements, purchasing and technology upgrades.

Adherence to schedule and budget

SaalexIT adheres to our response and resolution time frames established in our SLA with the ELCAC and has performed our IT Managed Services within budget.

3.3 PRIVATE SECTOR REFERENCE [CLIENT]

Client Information	
Client Name, Title, and Phone Number:	[Client] [POC name, POC title]



	[POC phone number]
Period of Performance:	03/07/2013 – Present
Percentage of work performed:	100% and ongoing
Total Project Cost:	\$

Summary of work performed

SaalexIT provides 24/7 desktop care, hardware and software audits, performance and preventative maintenance reports, LogMeIn remote control patch management and monitoring, web-based management portal, desktop performance monitoring, administrative scripting, policy management, client communicator with self-help center, anti-virus management, Web-Root anti-virus software, Malwarebytes anti-malware software, virus and malware removal, mobile device support, administrative tasks, and software installations.

Desktop Support

Although most issues are resolved automatically through our remote monitoring and management (RMM) software, on occasions where an actual technician is needed, SaalexIT experts are quick to respond to requests. [Client] benefits from immediate response Help Desk Support 24 hours a day, seven days a week, a dedicated dial-in number for VIPs, and the ability to schedule same day on-site support for emergencies and next day on-site support for non-critical issues.

Computer Operations

To minimize cost for [Client], SaalexIT relies on a combination of automated tools and human interface to ensure continuity of operations. SaalexIT uses a Syslog server to record all critical events on high-priority systems such as firewalls and mission critical servers. This logging system provides over 100 comprehensive reports and includes a dashboard to easily spot trends.

SaalexIT also manages [Client's] hardware/software inventory, operational documentation (how-to guides), and an operational activity log that ensure [Client] maintains compliance with all of its regulatory needs as well as helping with budgeting processes.

Finally, since the controlled server room is accessed by other vendors (e.g., telephone, internet, security, video surveillance), SaalexIT performs an on-site physical inspection semi-annually to ensure racks, equipment and devices are in good working condition.

[Client] uses Datto as an off-site backup appliance. Datto completes a local backup before moving off-site. SaalexIT backs up their server prior to performing maintenance or upgrades.

Network and Systems Support

SaalexIT provides security management for [Client] in the form of firewall management, anti-virus, anti-malware, and perimeter monitoring. We also set up and manage their virtual private networks (VPN) via Secure Socket Layer (SSL) or Internet Protocol Security (IPsec). We recently assisted with a high-profile security project involving secure connections to financial institutions, as well as setting up encrypted email services. The project was successful and [Client] was satisfied with the results.

SaalexIT provides [Client] with all levels of support, including setting up Secure Socket Layer (SSL) connections between the law firm and some of their enterprise clients to maintain compliance. We have also integrated a third-party SPAM/spooling service using Transport Layer Security to send/receive connectors. In addition, we deal with managing and renewing SSL certificates for their many clients and domains.



Communication and Analysis

[Client] conducts weekly team meetings to review ongoing projects, tasks and high-priority issues. As their trusted IT partner, SaalexIT is included in these meetings. [Client] involves us in the early planning stages of projects, such as office moves or acquisitions, and welcomes our insight on decisions from an IT perspective.

Adherence to schedule and budget

As a growing organization, [Client] has aggressive timelines on projects in order to meet their client's needs. SaalexIT has repeatedly delivered on these timelines on schedule and within budget, including projects that required third-party vendors. SaalexIT has completed over a few dozen projects for [Client] since 2013. SaalexIT offers strong project management support and exceptional financial oversight to help [Client] meet their goals. As a result, we have become an integral part of the law firm.

3.4 PRIVATE SECTOR REFERENCE: [CLIENT]

Client Information	
Client Name, Title and Phone Number:	[Client] [POC name, POC title] [POC phone number]
Period of Performance:	03/21/2016 – Present
Percentage of work performed:	100% and ongoing
Total Project Cost:	\$

Summary of work performed

[Client] hired SaalexIT to resolve repeated network outages and poor customer service issues. SaalexIT worked with [Client] to create a baseline for their environment and systematically restructured their network. Along with dedicated technicians, SaalexIT was able to improve their users' customer service experience and provide a more stable network.

Additionally, when [Client] relocated to a larger office, SaalexIT analyzed their work methods and the data storage and distribution requirements, developed a tailored network architecture that improved their data management and overall systems reliability, and ensured they remained operationally efficient. We installed the system, monitored its operation to ensure the transition was smooth and subsequently performed a risk assessment analysis to ensure that the system was not vulnerable from a cybersecurity perspective. Additionally, we engineered cabling for the new office and moved all work stations, servers and network equipment over one weekend. This resulted in only four (4) hours of down time, as opposed to the expected 48 hours, all while ensuring that the law firm and their clients' information remained privileged. Today, our relationship with [Client] continues to expand and we now provide them with managed IT services, help desk support, remote server administration and network support.

Desktop Support

SaalexIT provides all Microsoft updates to the seven (7) servers in [client's] infrastructure. These include Microsoft Exchange and Structured Query Language (SQL) updates. To eliminate any disruptions in the practice, we performed the updates after-hours in accordance with a monthly schedule that best fits [Client]. With our RMM tool, we customize when and what patches are applied. This approach provides the client with the most up-to-date security patches and performance enhancements to their system.

[Client] Exchange 2013 mail server is integrated with their copier and Case Management system. As a law firm, [Client] must record every copy and print job made for accurate billing. SaalexIT was instrumental in configuring and managing the integration of these three systems.



Computer Operations

[Client] benefits from the 24/7 monitoring that SaalexIT offers.

SaalexIT conducted an assessment of [client's] network, and we determined that a reliable off-site backup was required to ensure data integrity through a combination of archiving and reconciliation. Since we are a Veeam authorized reseller, we developed and provided them with a Veeam solution utilizing local on-site backup that replicates to our off-site data center built within the Satcom Direct worldwide data center.

As part of assuming total system responsibility for the [Client] system, we conducted a hardware/software configuration audit and licensing survey. We assumed responsibility for licensing, ensuring that the updated configuration was properly documented, and that all relevant licenses were current. When hardware/software was found to be out of date, issues were resolved. SaalexIT also advised [Client] where licenses could be effectively terminated, thereby saving operational costs.

Network and Systems Support

As part of our initial system assessment, we discovered that the [Client] system had several security issues that could be exploited to compromise their operations and their client's data. The risks discovered included open ports, expired filter subscriptions, and low-level VPN encryption. SaalexIT upgraded their firmware, transitioned their VPN to IPsec, and renewed their filtering subscription, providing [Client] with much stronger security for their organization.

SaalexIT is responsible for account management of the active directory, exchanges and their proprietary systems. This gives [Client] the assurance that all necessary applications, security and system access is done correctly.

Communication and Analysis

SaalexIT performs quarterly account reviews with [Client]. We also prepare executive reports on invoicing, service, future projects and budgeting for quarterly meetings. These meetings are invaluable to [Client] and SaalexIT in aligning technical efforts with their business operations. SaalexIT also provides [Client] with an online portal to see and manage real-time activity.

Adherence to schedule and budget

SaalexIT adheres to the response and resolution time frames established in our SLA with [Client] and has performed our Managed Service Product (MSP) services within budget.



4.0 SECTION 4 – WORK PLAN

4.1 UNDERSTANDING AND APPROACH TO WORK REQUIREMENTS

SaalexIT's comprehensive service plan helps the City of San Fernando align its IT strategy with the City's goals for finance, operations, customer service, and communication. Our work begins with a number of elements such as establishing an initial technical baseline of systems, hardware and software; conducting a usage assessment; working with the City to define growth requirements and goals; identifying current issues; and developing and roadmap for success. Once the roadmap is developed, SaalexIT will meet with the City's representatives to confirm priorities and the path to move forward.

4.2 DESKTOP SUPPORT

As part of our service plan, SaalexIT will establish an initial technical baseline of City hardware/software, conduct a usage assessment, collaborate with City representatives to define growth requirements, identify current issues and weaknesses, and then implement a jointly authored action plan to support the City system and desktop workstations.

Our integrated Network Monitoring Software supports servers, desktops and infrastructure 24x7x365. SaalexIT provides status reports, metrics on systems operations and develops surveys for distribution for clients. We maintain call logs, operation logs and review technical alerts and bulletins. SaalexIT utilizes ConnectWise Manage as a Customer Relationship Management (CRM) and ticket management system.

Our personnel specialize in systems troubleshooting and remediation and can handle the City's tickets after working hours, if necessary. Examples of IT Management Services performed include the following: around the clock help desk support; hardware and software audits; performance, patch, and anti-virus reports; ScreenConnect remote control; patch whitelisting monitoring service; anti-virus management; web-based management portal; application, performance and hardware monitoring; and intelligent (conditional) alert monitoring and alert filtering.

4.2.1 Desktop Support Hours of Operation

SaalexIT will provide support during City business hours. Our standard coverage for the City will run from 7:30 a.m. to 5:30 p.m. Pacific Time. Any coverage outside of these hours will be considered Emergency Support.

4.2.2 Desktop Support Prioritization

SaalexIT uses a ticketing system to manage tickets. When a user has an issue, they can create a ticket via the SaalexIT web portal by emailing [\[tech support email\]](#) or calling the SaalexIT Help Desk team. Once the ticket is created it is automatically routed to a SaalexIT technician. The technician is responsible for responding to and resolving the ticket in accordance with the agreed service levels. Once the task is complete, the ticket is closed and goes into the archive repository. Deputy Director of IT Mr. Kevin Kehoe will prioritize tickets that must be worked on-site and leverage our remaining staff to assist with remaining tickets that can be remotely worked on.



We provide weekly and monthly reports of all tickets, identifying the date and time the ticket was opened, problem identification, problem resolution and the time and date the ticket was closed. If the City of San Fernando would like a real-time report or to have the capability to see an end-of-day report, SaalexIT supplies every customer with a web portal where the status and network operations can be viewed in real time. See our Tier 1-4 Support details below.



Table 2 - SaalexIT Tier 1-4 Support

Level	Description
Tier 1	All support incidents begin in Tier 1. This is where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. This is also where most issues are resolved for things like password resets, printer connections, and general support issues.
Tier 2	All support incidents that cannot be resolved with Tier 1 support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced specialists.
Tier 3	Support incidents that cannot be resolved by Tier 2 support are escalated to Tier 3 where support is provided by the most qualified and experienced specialists who have the ability to collaborate with third-party vendor support personnel to resolve the most complex issues.
Tier 4	Support incidents that involve items outside SaalexIT's control may need to be escalated to Tier 4, where support from another organization is required. SaalexIT will request the assistance and monitor the request for implementation. This is also the tier that performs engineering, complex network and cloud services.

In addition to responding to calls, we ensure we are providing the City of San Fernando the appropriate ticket assignment and response time by utilizing **SaalexIT's RMM tool, which will perform health checks on all systems multiple times a day** to ascertain new work requirement entries. SaalexIT will log issues into SaalexIT's Ticketing System and communicate via telephone regarding any new work requirements.

SaalexIT technicians will assist the City of San Fernando via its 7:30 a.m. to 5:30 p.m. Pacific Time Help Desk service for operating systems, hardware, applications, tablet and mobile support, emails, virus and malware removal, and IT issues of all levels. SaalexIT will leverage its U.S.-based personnel to respond to service requests, to aid and open the on-site technician's availability, to meet surge demands such as system migrations and upgrades, and to make progress in any infrastructure or networking issues that require higher priority in-person attention. Furthermore, to deliver reliable and effective service to law enforcement and emergency personnel within the city at all times, SaalexIT provides 24/7/365 on-call, on-site technical support. We update documentation as we resolve issues to assist in retaining the knowledge base and to help speed up resolution time for future, similar occurrences.

SLA Targets Met by Priority (Tickets Created and Closed - Last 7 Days)			
	Response	Plan	Resolution
Priority 1 - Critical	<u>3</u>	<u>3</u>	<u>3</u>
Priority 2 - High	<u>151</u>	<u>151</u>	<u>152</u>
Priority 3 - Medium	<u>411</u>	<u>419</u>	<u>426</u>
Priority 4 - Low	<u>72</u>	<u>72</u>	<u>72</u>
Priority 5 - No SLA	<u>5</u>	<u>5</u>	<u>5</u>
Do Not Respond	<u>2</u>	<u>2</u>	<u>2</u>
Total	644	652	660

Figure 2 - Sample screenshot of service level agreement statistics

We engage our industry partners, such as Microsoft, VMware, and Dell, as well as network security vendors to help resolve issues. SaalexIT tracks and documents work and time for each ticket to completion. We generate random surveys upon work completion based upon a predetermined metric for each business unit and distribute them manually at the request of the department head. SaalexIT provides the customer's data in a variety of formats and mediums, including the status, availability and operation of systems or components of the IT systems.



Figure 3 - SaalexIT maintains successful partnerships with its hardware and software vendors.

SaalexIT handles all server/applications changes and upgrades and offers a fully functional help desk that end users can call into. **The SaalexIT NOC monitors server and infrastructure support around the clock, providing immediate response to all reported incidents.** SaalexIT provides status reports and metrics on systems operations and develops surveys for distribution to clients. SaalexIT maintains call logs and operations logs and continuously reviews technical alerts and bulletins.

Below is a listing of common workstation-related tickets that SaalexIT resolves for its clients:

1. Copying workstation setup (includes installations) from one individual to another
2. Workstation cleanups
3. Setting up workstations in the server room

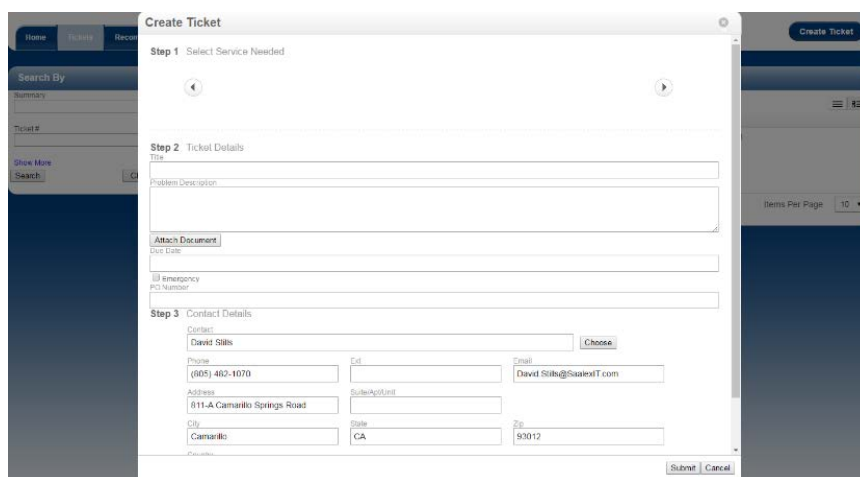


Figure 4 - Creating a Ticket via the SaalexIT Portal

Our Help Desk team is capable of resolving most issues and performing routine maintenance remotely using our RMM software. We will notify or assign the on-site technician and/or work with the City of San Fernando's POC when the resolution requires performing work at the City of San Fernando's facilities. All activity, changes and procedures will be documented and logged for accuracy and auditing purposes.

In performing scheduled preventative maintenance, upgrades and improvements, SaalexIT provides a downtime estimate for maintenance or repair at least one (1) week in advance, with mid-week reminders. The one exception is emergency repairs. All incidents of detected commercial/facility power loss are reported to the appropriate responsible Help Desk within 30 minutes.

SaalexIT Technicians follow the standard operating procedure (SOP) of notifying clients when they are available to remotely work on a workstation, be it on-site or in conference.

- If the ticket can be immediately handed off, SaalexIT's dispatchers will do a warm handoff when the client places the ticket on the phone and is transferred to the technician. The client's issue is disclosed by the dispatcher to the technician to ensure time is not lost in transition.
- If a ticket is opened by email or over the phone and is placed in the queue, the technician will call the client directly unless otherwise directed to contact them during a specific time. If a specific time is requested, the technician will create a future calendar invite to confirm the appointment with the client. Once the technician makes contact at the time of the repair or troubleshooting, they will acquire verbal confirmation from the client that the technician can remotely use ScreenConnect to gain access to the workstation or server.
 - If an appointment cannot be met, the technician must provide a warning prior notice of a designated time that a new appointment can be arranged. This confirmation will be placed over the phone, and if not answered, the technician will leave voicemail and email the client so the appointment can be rescheduled.
- If a technician is to work on a ticket, a work status shall be provided every time the ticket is picked up by a technician. When a work status is updated, an automated email will be sent to the client stating the work performed and the current status of the ticket (i.e., pending, transferred, closed or escalated). For large-scale projects, SaalexIT sets up scheduled meetings on a weekly, monthly, or quarterly basis depending on the scale of the project and/or by request of the client. SaalexIT also offers a customer portal where the City will be able to review tickets and corresponding statuses. The City will also be able to open tickets through the portal and review notations of how the work was performed and what resolutions were provided.
- Once work is completed and the technician verifies the resolution, the client is offered a time to test the environment and confirm that the resolution has been reached.



- For all on-site visits, SaalexIT employees will be provided transportation by SaalexIT. SaalexIT enables its employees to utilize a company vehicle or the employee's personal vehicle, depending on availability.

4.2.3 Desktop Support Appointments

As detailed in Section 4.2.2 Desktop Support Prioritization, our Support Technicians will make appointments with callers at mutually agreed upon times to address their support needs.

4.2.4 Desktop Support Appointment Delay/Reschedule

As detailed in Section 4.2.2 Desktop Support Prioritization, our Support Technicians will contact callers if appointments are delayed or need to be rescheduled.

4.2.5 Communication with Client/Caller

As detailed in Section 4.2.2 Desktop Support Prioritization, our Support Technicians will keep callers fully apprised of problem status and resolution.

4.2.6 System Testing in IT Presence

SaalexIT Support Technicians will provide clients the opportunity to test systems while they are present in order to verify problems have been resolved, if possible. As detailed in Section 4.2.2 Desktop Support Prioritization, for long-term problems, clients will receive weekly and monthly updates of progress until tickets have been resolved and closed.

4.2.7 Desktop Support Call Tracking

As detailed in Section 4.2.2 Desktop Support Prioritization, our Technicians will document all calls utilizing SaalexIT's tracking system.

4.2.8 Contractor Inter-Site Transportation

SaalexIT staff will provide their own transportation between City sites during support activities.

4.3 COMPUTER OPERATIONS

4.3.1 Computer Operations Hours of Operations

SaalexIT will provide support during City business hours. Our standard coverage runs from 7:30 a.m. to 5:30 p.m. Pacific Time.

4.3.2 City Servers Operations

SaalexIT uses RMM software, which provides us with in-depth information on all network devices, including printers, copiers, routers, switches, workstation and servers. With this tool, we can generate detailed health reports, receive alerts and alarms of current and pending system failures, and connect remotely to resolve issues.

Our integrated Network Monitoring Software monitors server, desktop and infrastructure support 24x7x365. Each client is provided access to the SaalexIT client web portal where they can check the status of tickets, network status, operations status, and open tickets. At any time on any day, the City of San Fernando can see the status of their environment in real time.

SaalexIT also provides status reports and metrics on systems operations and creates surveys for distribution to clients. We will maintain call logs, operation logs and review technical alerts and bulletins.

4.3.3 Process Log Review

SaalexIT will review all process logs for normal execution and performance as outlined in Section 4.3.2.



4.3.4 System Reports and Outputs

SaalexIT will prepare reports and outputs as outlined in Section 4.3.2.

4.3.5 Security Log Review

SaalexIT uses an RMM (Labtech) tool to facilitate real-time reporting from agents that are installed on servers, workstations and other network devices that actively monitor any attempted unusual network or infrastructure activity. The RMM will send notification that will prompt the SaalexIT on-call manager, who will be contacted to verify the incident. The on-call manager will characterize the threat and contact the City of San Fernando's POC with a recommendation for emergency responses. At the same time, SaalexIT will begin taking additional remediation steps to resolve the matter.

Once the matter has been resolved, an incident report is generated with the following information:

- Technical Involvement
- Remediation actions taken
- Personnel (client) involved
- Type of incident
- Systems affected
- Length of time the affected system was inoperable
- Time the incident occurred
- Time it was closed
- If not resolved, why?

SaalexIT also utilizes Security Incident Event Management (SIEM), an advanced security offering that we can provide the City of San Fernando at an additional cost. This SIEM can be easily deployed through sensors from the most critical infrastructure systems to each endpoint if desired. SaalexIT utilizes a 24/365, U.S.-based SOC to analyze and verify all logged data and cross-reference irregular activity, false positives, and known threats to alert SaalexIT technicians of any active incident or irregular activity within 10 minutes of an event. SaalexIT will notify the City of San Fernando within five (5) minutes of the initial notification (15-minute SLA from event to client notification, not remediation). By proactively monitoring all events in a highly responsive SLA, the SIEM greatly reduces risks and provides a higher standard of security. The SIEM can be used to create a security assessment, which leads to infrastructure hardening or a full-time solution to secure sensitive data and protect against disruption. Any remediation solutions will be sent immediately to the City of San Fernando's POC, and with their approval, SaalexIT will commence remediation.

4.3.6 Backups, Backup Rotations and Restores

SaalexIT will survey and audit the existing City system to establish a baseline report. From this report, we will issue recommendations for appropriate backup system options, including consideration of cloud-based storage systems such as Veeam. SaalexIT can manage the City of San Fernando's cloud-based solution utilizing local on-site backup or off-site data center backups if utilized.

SaalexIT performs the following in its backup service offering:

1. **SaalexIT will meet with the City to determine their backup requirements.** This includes backup frequency, retention and, most importantly, their restoration priority, which will help to determine which solutions would work best for the City.
2. **Installing and configuring local server backups for clients and duplicating data to a cloud-based storage solution.**
3. In the case of Disaster Recovery/Business Continuity, we will use the locally hosted or cloud-based



Veeam to spin up virtual machine(s) based on the situation at hand. This solution provides a considerable amount of flexibility without enterprise-level costs.

4. **Schedule incremental back-ups.** Veeam is flexible in that it provides our clients the ability to set any backup schedule that they desire, including daily, weekly, and monthly backups. With Veeam, SaalexIT can provide unlimited cloud storage.
5. Notifications and remediation of backup failures to include snapshots and email notices.
6. Lastly, we will provide monthly reporting of all backup processes.

Cloud storage. SaalexIT helps several of its clients with Cloud storage. We have experience on various cloud storage platforms, including Google, Amazon, Microsoft and DropBox.

We guarantee the following when you contract SaalexIT for storage and backup services:

- Troubleshoot any slow data transfer to your business via the internet
- Eliminate the use of magnetic tapes as a backup option
- Upon disaster, a new device will be shipped to your business overnight containing your otherwise-lost data
- The ability to quickly recover multiple terabytes of information in 24 hours, which would be nearly impossible using other methods.

Network backups are documented during network discovery to ensure that any devices that are managed by SaalexIT and not hosted in a cloud service can be restored manually if necessary. Many services like CloudTrax (a cloud-driven Access Point system) are self-restored once they are reconnected with internet service and can be provisioned remotely if needed.

4.3.7 Operation and Network Activity Records and Reports

SaalexIT will maintain filings and organize, store and provide status reports on all operation and network activity as outlined in Section 4.3.2.

4.3.8 Server Monitoring and Reporting

SaalexIT has managed Windows and Virtual Servers environments for the past 19 years, providing support, proactive monitoring and remote management for clients in various industries. Our refined processes and procedures allow us to operate effectively in active directory, transmission control protocol/internet protocol (TCP/IP), domain name system (DNS), dynamic host configuration protocol (DHCP), group policies, and many other features of Windows servers. More advanced active directory features such as multi-level domains, multi-site, and multi-forest configurations are handled by our senior-level technicians.

SaalexIT can provide the City with a variety of options for server and systems administration, including proactive server management and project-based work. With proactive server management, SaalexIT is able to remotely monitor and remediate issues before they cause system outages or security risks. With project-based work, SaalexIT can help the City with design, project management, implementation and Testing/Quality Control for Windows Server Active Directory or Virtualization projects. SaalexIT maintains call logs and operations logs, and continuously reviews technical alerts and bulletins.

The list below contains typical examples of Windows Servers tasks we have undertaken:

- Carrying out server upgrades and migrations
- Providing server health statistics for specific servers
- Rebooting servers and machines to ensure installed patches have been applied, and to free up resources that may have been locked by the system



- Authenticating and authorizing users and computers in Windows domain-type networks, including assisting users with password resets

SaalexIT conducts inventories of real property installed equipment on a frequent and scheduled basis or as deemed necessary by the City. On a day-to-day basis, SaalexIT monitors all servers, scanning for the following:

- Computer is spending in excess of 90 percent of time processing interrupts
- Free space any logical disk (1000MB) samples
- Monitor available memory
- Monitor processor time greater than 95 percent

SaalexIT will maintain the City's facilities and equipment in a state of good repair to ensure their continued availability for their intended purposes.

4.3.9 Network Monitoring and Reporting

SaalexIT will monitor and provide status reports on the City's network as outlined in Section 4.3.2.

4.3.10 Operations Activity Log

SaalexIT will maintain and keep an Operations Activity Log updated.

4.3.11 Computer Room Maintenance

SaalexIT has the ability to provide the additional computer operations services the City of San Fernando is requesting. Cleaning and organizing the Computer Room, maintaining inventory supplies, and keeping and maintaining records on hardware and software assets are all tasks that SaalexIT can support with an on-site technician within the scope of work that SaalexIT will be providing.

4.3.12 Software Updates

SaalexIT will keep abreast of applicable software updates and advise the City on their release as outlined in Section 4.3.11.

4.3.13 Operations and Network Groups Documentation

SaalexIT will maintain process and operational documentation for Operations and Network Groups as outlined in Section 4.3.11.

4.3.14 Supply Inventory

As outlined in Section 4.3.11 Computer Room Maintenance, the SaalexIT on-site staff will support the maintenance of a supply inventory.

4.3.15 Hardware Asset Records

As outlined in Section 4.3.11 Computer Room Maintenance, the SaalexIT on-site staff will support the production and maintenance of a hardware asset records.

4.3.16 Software Asset Records

As outlined in Section 4.3.11 Computer Room Maintenance, the SaalexIT on-site staff will support the production and maintenance of a software asset records.

4.3.17 IT Disruption Plan

SaalexIT will assist the City with Disaster Preparedness/Contingency Planning by recommending custom solutions, including Continuity of Operations and disaster recovery plans that provide data redundancy and system security. This plan includes backup schedules, on-site/off-site media information, alternate connectivity options, and procedures to test and verify that backups are running correctly. Backup plans are



routinely reviewed with the client and changes are made accordingly.

SaalexIT will conduct a disaster recovery assessment for the City and determine a risk score per question response. The score is then calculated to assess the level of impact risk were a significant outage or complete loss of data and processes to occur.

SaalexIT will assist the City of San Fernando with ensuring business continuity in the event of a disaster or mishap that could threaten its IT infrastructure, whether by recommending specific hardware or by creating redundant systems to provide backup support. Such action will include the following:

- SaalexIT will create of a Continuity of Operations Plan (COOP) and other disaster recovery plans, as needed by the City, that will provide both data redundancy and system security during a disaster event. Such a plan will cover backup schedules, on-site/off-site media information and procedures to test the backups. These plans are reviewed with our clients on an annual basis.
- To ensure the backups are running correctly, SaalexIT will perform routine tests. The backup plans will be reviewed with the City of San Fernando on an as-needed basis and changes will be recommended accordingly.
- Recommended contingencies can include the implementation of a Storage Array Network (SAN) System and moving to a virtualization environment. This will provide the additional redundancy, improved reliability and enhanced functionality needed to protect legacy server infrastructure.

For additional steps related to assessing business continuity, see **Emergency Preparedness** in the section below.

Emergency Preparedness

A thorough inventory of the City of San Fernando's IT Emergency Preparedness posture will include the following:

- SaalexIT will conduct a disaster recovery assessment for the City and determine a risk score per question response. The score will then be calculated to inform the City of San Fernando of the level of impact risk were it to suffer a significant outage or complete loss of data and processes that we identified during our on-site network assessment.
- SaalexIT will strengthen the City of San Fernando's disaster preparedness posture by preparing a detailed contingency plan to handle a range of scenarios, testing the plan, and revising it as necessary based on that testing.
- The disaster recovery plan will be developed with the assistance of Veeam, a software tool designed for this purpose.

Components that require an upgrade

SaalexIT will be responsible for identifying legacy hardware and end-of-life systems and recommending items that require upgrade be replaced. To achieve this, SaalexIT will carry out the following:

- Perform a Network Assessment to confirm the capability of network servers, switches, routers, firewalls, access points and cabling infrastructure

Determine Your Risk Score

How often do you perform a full back up?		How often are your backups tested and validated?	
Every hour	- 200	Every day	- 100
Every day	- 100	Weekly	+ 50
Weekly	+ 100	Monthly	+ 100
Monthly	+ 200	Never	+ 200
Do you keep paper records (or scans) you could reference as a source for re-entering lost data?		Is your data centralized onto one server or location or scattered across multiple devices and locations?	
Yes	- 100	Consolidated	- 100
No	+ 100	Scattered	+ 100
Who has access to your computer network? (Check all that apply)		How are your backups done?	
Trusted, computer-savvy employees	- 100	Automatically, offsite	- 100
Trusted IT support company	- 50	Manually by a skilled IT person	+ 50
Unskilled workers/transitional staff	+ 100	Manually by an admin	+ 100
Cleaning crew, maintenance	+ 200	Not sure	+ 200
Where is your data stored?		How long do you keep a copy of your data?	
Don't know	- 200	Forever	- 100
On tape drives, USB devices	- 100	One year	- 50
Onsite hard drive	- 50	Under a year	+ 50
Offsite in the cloud	+ 100	We use the same tape/device daily	+ 100
Do you live in an area or office building that has experienced any of these disasters OR that has a high potential for one of these disasters to occur? (Check all that apply)		Do you or any of your employees have the ability to do the following? (Check all that apply)	
Tornado, hurricane or severe storm	+ 100	Download files from the Internet	+ 100
Earthquake	+ 100	Install non-company approved software	+ 100
Terrorist attack	+ 100	Delete files from the server	+ 100
Fire/problem with another tenant	+ 100	Access your server remotely	+ 100
Flood	+ 100	Create/change their own password	+ 100

Figure 5 – Risk Assessment Tool



- Scan the IT infrastructure using RapidFire to determine missing items, operating systems and third-party updates
- Deploy LabTech RMM tool to scan systems and gather data on licenses, operating systems and workstation health

Risks of system failure

SaalexIT will provide as part of the standard IT footprint assessment a health check of PCs, servers and other network hardware to determine the risk of failure across the City's IT infrastructure, including the following:

SaalexIT will scan the City of San Fernando's IT infrastructure utilizing LabTech RMM software, which will provide the following data:

- In-depth information on all network devices including printers, copiers, routers, switches, workstations and servers
- Detailed health reports, alerts and alarms of current and pending system failures

Ability to adequately recover from a disaster

SaalexIT will examine the City of San Fernando's ability to recover from a disaster, including estimating downtime during an event such as a server failure, and how much time and resources will be required to return to a fully functioning state. Such an assessment will involve thorough testing and planning.

SaalexIT will draw upon its extensive experience in Disaster Preparedness/Contingency Planning. This includes recommending and implementing custom storage solutions for its clients, such as COOP and disaster recovery plans that provide data redundancy and system security. Such plans include the following:

- Backup schedules
- On-site/off-site media information
- Setting data retention plans
- Procedures to test backups

SaalexIT will perform routine tests to ensure the current backup systems are running correctly. Existing backup plans will be reviewed with the City of San Fernando and changes recommended accordingly.

Table 3 - Failure Recovery Times Examples

Security risks

SaalexIT will be responsible for determining the City of San Fernando's security risks and providing measures to resolve any vulnerabilities. As a part of our risk assessment, SaalexIT will review the City of San Fernando's current configuration and subscriptions/services. SaalexIT will execute a complete internal and external scan of the City of San Fernando's IT infrastructure for known vulnerabilities that could be exploited.

Client	Failure Event	Time to System Recovery
[customer name]	Ransomware	4 hours
[customer name]	Ransomware	2 hours
[customer name]	Windows patch failure	15-30 minutes

SaalexIT utilizes 24/7 SEIM/SOC tools to monitor network systems for a wide range of potential security threats/risks, performing the following tasks:

- Monitoring employee internet activity
- Identifying virus/malware issues



- Providing a firewall audit trail
- Sandboxing e-mail attachments to reduce malware attacks against the City of San Fernando
- Providing an in-depth look at the City's network

SaalexIT's security assessment will confirm that the systems are properly secured and, if not, determine which security weaknesses should be addressed. In this process, we review the systems, applications, networks, policies and procedures to discover vulnerabilities. Our vulnerability assessments vary, but include testing, scanning and referencing lessons learned and past experience to verify that similar issues do not exist. We will deliver a business impact likelihood of the risk, which identifies the probability of the occurrence (threat level) and the probability of the controls failing when a security event occurs (vulnerability). Throughout this process, SaalexIT performs documentation reviews, log reviews, ruleset and system configuration reviews and file integrity checks.

Vulnerabilities in accessing the systems, including staff access rights

SaalexIT will assess the physical security of the City of San Fernando's IT footprint by determining the methods and locations for password storage, what individuals have access to systems and how elevated network privileges are managed. SaalexIT will also audit and access all user accounts to determine who has administrative rights within the network systems. SaalexIT will also review domain-level security within the system.

SaalexIT employs a suite of integrated tools (Rapid Fire Tools, Vijilan, ConnectWise and RMM) to assess, monitor, and remediate user account management issues. As a registered Microsoft Partner, SaalexIT has access to all the tools available to support the full range of Microsoft product instances.

4.4 NETWORK AND SYSTEMS SUPPORT

4.4.1 Network and Systems Support Computer Operations

SaalexIT will provide network and systems support during City business hours. Our standard coverage runs from 7:30 a.m. to 5:30 p.m. Pacific Time. SaalexIT will provide a less than two-hour response time for emergency issues outside of normal coverage. During emergencies, we will troubleshoot the issue and communicate with City officials regarding problem resolution (including confirming the need to dispatch a technician to resolve the issue). Emergency response is further detailed in Section 4.4.9.

Our integrated Network Monitoring Software monitors server, desktop and infrastructure support 24x7x365. SaalexIT provides status reports, metrics on systems operations and develops surveys for distribution to clients. We maintain call logs, operation logs and review technical alerts and bulletins.

4.4.2 Network Definition

SaalexIT acknowledges the City's definition of its network.

4.4.3 Network Cabling Contract

SaalexIT understands that maintenance and installation of network cabling outside of the computer room is NOT part of this contract effort.

4.4.4 Network/Network Device Performance

Our Network Engineering teams are well-versed in variable network services, protocols and options, for both on-net and off-net applications, particularly with managing overlays to each application type/site, as well as monitoring the traffic for their respective destinations. Our configuration policy leverages dynamic path optimization to ensure best path for each traffic type at any given moment. We wrap quality scoring around each application transit experience, which is measured in real time. The quality score output is

represented in our monthly report. In addition, if a minimum desired performance score is not met, we will automatically notify the City and begin assessing cause for performance degradation.

Application Performance Monitoring

SaalexIT uses VeloCloud, an application that has the ability to manage multiple network connections (active or backup) and allow on-the-fly application prioritization with proactive packet adjustments. It is well-suited to optimize and mitigate network loss and truly optimize network transport. VeloCloud has the ability to configure applications from a central orchestrator. Should the City of San Fernando want to make voice and data traffic a high priority and assign less critical applications a lower priority, this can be accomplished across the entire network from one cloud-based dashboard.

Workstation Monitoring and Management

For workstation monitoring and management, Saalex employs ConnectWise Automate and Manage, two highly integrated RMM and ticketing systems. Automate monitors all end points and servers that have an agent on them. From there, tickets are created in Manage, notifying technicians of potential hardware failures to full system outages.

SaalexIT has a series of SLAs that are configured in ConnectWise Manage. Tickets are escalated in status so that technicians know to respond before our SLA deadlines. This automated workflow allows us to quickly identify and address high priorities and still stay on top of all requests.

We implement industry and manufacturer best practices into our automated system, allowing thresholds to be set for factors that typically impede system performance. These thresholds include processor, memory and disk utilization. This strategy promotes a healthy network environment for the City. We continuously implement newer version updates of our systems to ensure we provide more thresholds, alerts and monitoring tools to keep up with current threats and technology. Through our system-wide improvements and enhancements to IT infrastructure, the City will see a considerable reduction in the number of service requests and routine maintenance tasks (e.g., server reboots, individual workstation issues), freeing the on-site IT personnel to focus on long-range goals and projects that will result in greater efficiency and productivity.

Managed Virtual Server Environment (VMware 5.x-6.x)

SaalexIT is an authorized VMware partner and is thoroughly familiar with using virtualization, as many of our customers are migrating to these environments. We can provide 24/7 monitoring of VMware and Hyper-V servers and have performed dozens of migrations (**Figure 7 - VMWare Migrations**). Some of the migrations we have performed include migrating from a single server to virtual desktop (VDI), storage area network (SAN) upgrade and cloud failover. Below are a pair of virtualization issues we have resolved:

- VMware performance memory exceeding the threshold value. In this case, we were able to reconfigure the VM's memory per its operating system to keep physical memory free for the host or increase the physical memory to avoid performance-related issues.

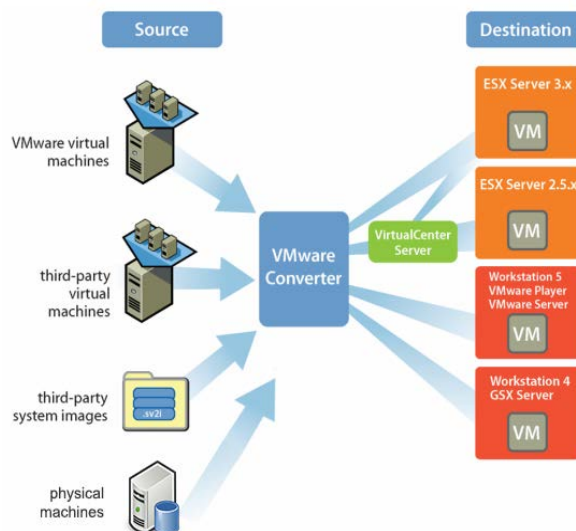


Figure 6 - VMWare Migrations



- Failing Vmware backups – the customer experienced problems with their physical machine backup, but their agentless backup of the virtual machine was working. We installed the agent for Windows on the machine and ran a backup plan.

Application Monitoring

SaalexIT provides support for a variety of systems and applications and we track all work through our ticketing program. With these measures in place, we are able analyze trends, document faults, and assist with providing solutions to custom, and line of business software and systems. This includes providing support for interfacing and compatibility issues. When working with the City of San Fernando systems, SaalexIT will handle or aid in all server/applications changes and upgrades and offers a fully functional help desk the end users can call into. To ensure proper customer experience, **SaalexIT uses its NOC to monitor server and infrastructure health in order to provide proactive responses to issues before they are reported or can impact operations.** SaalexIT also provides status reports and metrics on systems operations and develops surveys for distribution to clients. SaalexIT maintains call logs and operations logs, and reviews technical alerts and bulletins.

When troubleshooting applications, we first focus on recent changes that occur to the system or to the environment, which includes verifying logs in the application or operating system depending on the error. We will also check the City's ticketing system to see if the issue has been resolved previously. If the resolution does not exist in the ticketing database, we will research for the answer on the vendor's community forums, knowledge database or support library. SaalexIT is currently partnered with Microsoft and has resolved nearly 6,000 tickets relating to Microsoft products.

Managed Storage Area Network (SAN) (NetApp)

SaalexIT can implement SAN solutions and devote a dedicated Engineer, to support the complex integration of different switches, virtual networks, switching rules, and physical wiring. SaalexIT understands that proper planning is crucial in implementing SAN, as it is easy to misconfigure SANs due to improper engineering or virtual environment setups.

SaalexIT is partnered with Microsoft and has supported SAN troubleshooting, ensuring which includes proper configuration for performing a Windows server boot from a SAN. A key aspect of troubleshooting SAN issues involves determining whether the issue appears to be caused by a specific SAN problem or not.

If the City of San Fernando currently has a SAN-based backup, SaalexIT recommends having the virtual machines hosted on more than one SAN to avoid having a single point of failure for the City of San Fernando's environment. Additionally, we recommend replacing tape as the primary backup medium, which includes the use of off-site mirrors, remote tape backups, and snapshots in the local SAN.

SAN Data Recovery – SaalexIT has offered several SANs data recovery options to its clients, everything from data copy to off-site SAN replication services. SaalexIT will work with the City to determine which solution is appropriate for the environment. There are also other, more proprietary, methods for accomplishing this that do not involve the extended copy command. No matter which system the City chooses, SaalexIT will monitor and test SAN Data Recovery.



AVX01BAK002 SN: D05099C30D09	DEVICE WEB	MODEL S3P6000	CLIENT	LAST CHECK IN 6 minutes	TICKETS 0	OFFSITE 4.9 TB	LOCAL 43%
Agent Name	Unprotected	Last Screenshot	Last Offsite Sync	Last Local Backup	Last 10 Backup Attempts		
AVEX-SQL2008	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01ADC001	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01ADC002	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01APP001	1 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01APP002	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01APP003	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01APP004	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01APP005	0 Volumes	22 hours	22 hours	1 hour	●●●●●●●●●●		
AVX01EXG001	0 Volumes	17 hours	17 hours	1 hour	●●●●●●●●●●		

KMD01BAK001 SN: 0CC47AC46BAC	DEVICE WEB	MODEL SP3000	CLIENT	LAST CHECK IN 9 minutes	TICKETS 1	OFFSITE 3.1 TB	LOCAL 74%
Agent Name	Unprotected	Last Screenshot	Last Offsite Sync	Last Local Backup	Last 10 Backup Attempts		
KMD01ADC001	2 Volumes	17 hours	22 hours	1 hour	●●●●●●●●●●		
KMD01APP001	0 Volumes	17 hours	22 hours	1 hour	●●●●●●●●●●		
KMD01APP002	0 Volumes	17 hours	22 hours	1 hour	●●●●●●●●●●		
KMD01APP003	0 Volumes	17 hours	22 hours	1 hour	●●●●●●●●●●		
KMD01SQL001	1 Volumes	17 hours	22 hours	1 hour	●●●●●●●●●●		

NAS01BKUP001 SN: 1C1B0D8E44EB	DEVICE WEB	MODEL S3E18000	CLIENT	LAST CHECK IN less than a minute	TICKETS 0	OFFSITE 29.6 TB	LOCAL 53%
Agent Name	Unprotected	Last Screenshot	Last Offsite Sync	Last Local Backup	Last 10 Backup Attempts		
IRSQLBKUP	0 Volumes	N/A for shares	21 hours	21 hours	●●●●●●●●●●		
NAS01ADC001	0 Volumes	22 hours	3 hours	3 hours	●●●●●●●●●●		
NAS01ADC002	0 Volumes	22 hours	9 hours	3 hours	●●●●●●●●●●		
NAS01APP001	0 Volumes	21 hours	12 hours	1 hour	●●●●●●●●●●		
NAS01APP002	0 Volumes	21 hours	2 days	21 hours	●●●●●●●●●●		
nas01apmail001	0 Volumes	21 hours	2 days	21 hours	●●●●●●●●●●		

Figure 7 – Through our systems, we can remotely manage your backup settings, monitor your storage status, check when your last backups occurred, start a backup, and other tasks.

4.4.5 Network/Network Device Configuration Updates

Updates are performed after hours in accordance with a monthly schedule that will best fit the City of San Fernando. With our RMM tool, we customize when and what patches are applied. This approach provides the City with the most up-to-date security patches and performance enhancements to the system, staying within two versions of current releases.

4.4.6 Network/Network Device Configuration Management and Record Keeping

SaalexIT will handle network and network device configuration management and record keeping as part of this contract as outlined in Section 4.3.2.

4.4.7 Network, Network Device and Server Capacity

SaalexIT will monitor network, network device and server capacity through our RMM tool. SaalexIT goes a step further by having an engineer analyze the logs and look for trends such as repeat failures, predictive failures and thresholds. Once our engineer has performed their analysis, the results are then given to our Customer Success team to prepare an executive level report of our findings in an easy to read format. The report is then emailed to the City and, if requested, a meeting can be arranged with our engineer and Customer Success team to review the results with the City. This will ensure the City is advised on what actions are needed to keep their systems operating at the ideal level of performance.

4.4.8 Network Security Administration and Record Keeping

SaalexIT will create and maintain records in accordance with City policy.

4.4.9 Firewall Monitoring

SaalexIT has a 24/7 SOC team that utilizes its SIEM to monitor and detect protocols and patterns for the City's firewall. Once detected, our network technician will work with the SOC team to determine if the



event resulted in a breach. If so, the SaalexIT on-call manager will be contacted to verify the incident and they will notify the reporting to the City. At the same time, SaalexIT will begin taking all additional remediation steps to resolve the matter.

Once the matter has been resolved, an incident report is generated covering the following information:

- 1) Technical involvement
- 2) Actions taken
- 3) Personnel (client) involved
- 4) Type of intrusion
- 5) Systems affected
- 6) Length of time the affected system was inoperable
- 7) Time the incident occurred
- 8) Time it was closed
- 9) If not resolved, why?

SaalexIT will provide a less than two-hour response time for emergency issues (**Figure 8**). Should the City of San Fernando call our emergency response number, we will troubleshoot the issue and share further details with City officials. We will determine if the issue can be solved remotely or if additional parts are needed. We will then reach out to the City for approval. SaalexIT will confirm with the City primary POC whether the issue is an emergency prior to dispatching a technician to resolve the issue.

If we are alerted through our systems, we will immediately alert the City of San Fernando's POC and begin troubleshooting the issue. We will communicate the details of the problem to the City of San Fernando. We will make all efforts to resolve the issue remotely. If we determine an on-site technician is needed, we will dispatch an individual immediately. If additional services or parts are needed, we will reach out to the City for approval.

After-hours monitoring and response processes

SaalexIT customizes its after-hours response for all network events based on individual customer's needs. For example, some clients prefer incidents be managed with the least amount of interaction on their part and only require an email notification about the incidents for their review. Other clients may prefer to be part of decision-making process while remediating the incident(s).

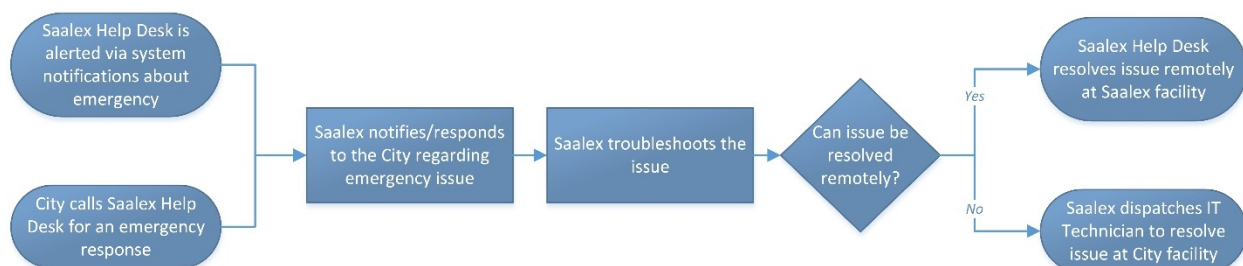


Figure 8 - SaalexIT Emergency Response Process

4.4.10 Firewall Configuration Updates

SaalexIT manages various brands of firewalls to include Cisco, Barracuda, WatchGuard and SonicWall. No matter which manufacturer is used, SaalexIT follows the same process when performing updates on firewall configurations:

- All updates are researched to understand the impact of the update

- All firewall updates must be approved by client and a Senior SaalexIT manager
- A notification is sent out alerting The City of the potential scheduled outage
- Prior to performing the update, a fresh backup of the configuration is conducted
- After the upgrade is complete, the system is tested
- Once everything is confirmed operational, a notification is sent out to the city that systems are restored.

Firewall administration. As a part of our risk assessment, SaalexIT will review the City's current configuration and subscriptions/services. We will identify risks and work with the City to reduce its risk to unwanted exposure. We also understand that risks may come from internal sources. Therefore, we will also do an internal vulnerability scan as part of our initial assessment and discuss those findings with the City.

Currently, the team understands that the functionalities of most firewalls follow a similar protocol in nature as it relates to unique interfaces and proprietary languages, which are adaptive for an experienced IT professional. SaalexIT has Cisco Certified technicians on staff that will be solely responsible for administering the City's firewalls.

SaalexIT has refined our spam filtration process (**Figure 9**), which has enabled us to deliver exceptional cloud-based spam filtration for email security. SaalexIT also has knowledge and experience in working with Barracuda, AppRiver and Spam Titan, as well as various other spam filtering methods and software.

In addition to filtering malware and spam, we also filter internet protocol (IP) addresses, domains and email addresses. This helps to protect against unwanted emails from unknown or undesirable sources.

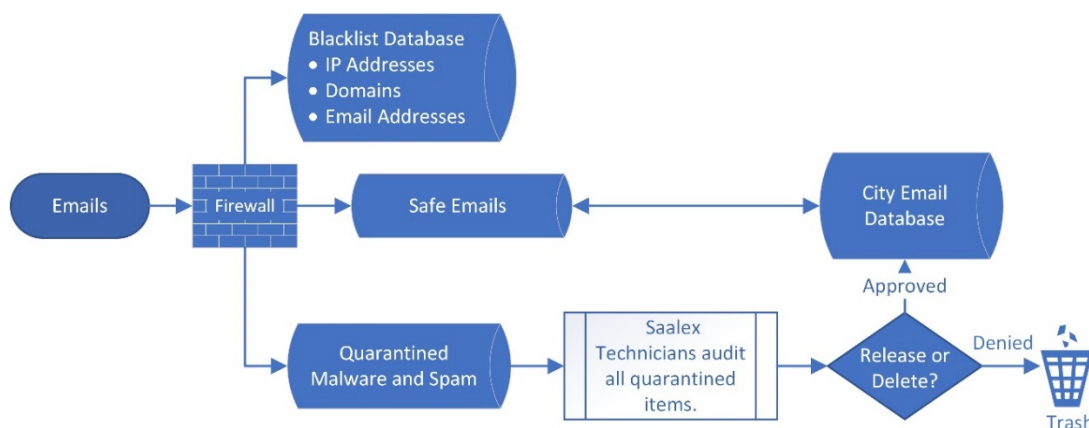


Figure 9 - Our spam filter solution provides protection from threats, including spam and malware.

4.4.11 Server OS Configuration and Updates

SaalexIT will keep abreast of applicable OS configuration and version updates. The City of San Fernando system will be kept within two versions of current.

4.4.12 Network Intrusion and Virus Management

See Section 4.4.10, *Firewall Configuration Updates*.

4.4.13 Coordination and Cooperation with Service Providers

When working with Network Services Providers, SaalexIT directly contacts the client's internet service provider (ISP) when we need to troubleshoot internet connections and set up a client's new equipment. SaalexIT will obtain permission from the City of San Fernando prior to performing this work.



4.5 CITY CURRENT PROJECTS

We have reviewed the City of San Fernando's list of outstanding and continuing IT projects and are prepared to carry them to completion. Our extensive technical expertise and highly proficient IT staff allow us to assume responsibility for these tasks, bringing them in on schedule and within budget. On all projects, our staff will conduct a discovery phase to identify the IT needs of the City, assess current conditions and project status, outline needs and goals of all stakeholders, and develop a road map for the project from start to finish. SaalexIT will secure approval from the City before beginning action and offer guidance for areas that can improve efficiency or save money. SaalexIT will carry out the following:

- **Upgrade the city's backup system to new hardware and software.** SaalexIT will conduct a discovery phase to better understand current conditions and engineer a solution that maximizes overall effectiveness and efficiency. We will overlay the new backup system on top of the old to ensure continuity during the transition. We will also perform functionality (i.e., disaster recovery) testing to ensure the backup can be restored. (Projected level of service: Tier #2)
- **Upgrade network switches at City Hall.** SaalexIT will conduct a review of the current system, develop a plan for the upgrade of network switches and work with the City to conduct the upgrade at a mutually agreed upon time, which would likely be outside of business hours to avoid disruption of City services and internal operations. (Projected level of service: Tier #4)
- **Upgrade PC workstations from Windows 7 to Windows 10 before end of life support from Microsoft.** SaalexIT will upgrade PC workstations in one of two ways: (1) A straight inline upgrade conducted from Windows 7 to Windows 10, or (2) a PC refresh in which machines are taken off-line and upgraded in a rolling wave. The latter option allows the City to evaluate the age of each PC and consider hardware upgrades at the same time. New equipment can be phased in during this process, while machines near the end of their service life can be cycled out. SaalexIT will utilize the help desk to remotely update the OS outside of business hours, or on-site updates can be completed during scheduled appointments to minimize disruption of City business. (Projected level of service: Tier #2)
- **Complete upgrade and installation of Police Department mobile data terminals.** SaalexIT will utilize the SaalexIT ticketing system to identify optimal times to conduct installations and upgrades based on the City's ticketing patterns and history. (Projected level of service: Tier #2)
- **Upgrade dispatch PCs.** Due to the 24/7/365 nature of the police department dispatching team's mission, SaalexIT will work with the department to determine if workstations are idle during certain hours of the day. When dispatch workstations are ready to be upgraded, an on-site technician will deploy the update to ensure continuity while minimizing disruptions. (Projected level of service: Tier #2)
- **Upgrade Police file server ASOK.** SaalexIT will conduct a discovery phase to better understand and engineer an upgrade solution for the Police Department file server. SaalexIT will carry out upgrades to the Police file server to minimize impact to normal department operations, reducing or eliminating downtime to ensure continuity of public safety services. (Projected level of service: Tier #3)
- **Upgrade domain from Server 2003 to Server 2012.** SaalexIT will plan with the City to determine the optimal time that the domain server can be upgraded outside of business hours. (Projected level of service: Tier #4)
- **Complete AIMS Amazon cloud-based upgrade.** SaalexIT will conduct discovery, outline and engineer a solution that leverages our considerable experience with Amazon Web Services to seamlessly transition to the cloud. SaalexIT can also recommend and implement more cost-



effective alternatives to Amazon Web Services (AWS), if appropriate. (Projected level of service: Tier #4)

- **Upgrade VM-Servers to Windows Server 2012 and SQL 2012.** SaalexIT will conduct discovery and outline and engineer a VM Server upgrade solution that will minimize disruption of service and City operations. If VM-servers are needed during business hours, the upgrade can be completed outside of business hours. (Projected level of service: Tier #3)
- **Relocate and complete installation of Rec Park network server.** The Rec Park network server will be assessed by an on-site technician who will determine the proper location and environment in which it will be housed, protecting it from any damaging or hazardous conditions. Once determined, our technician will work with the City to approve the new location and install the server during off-peak hours. (Projected level of service: Tier #3)
- **Complete Public Works Department GIS server and software project.** SaalexIT will work with the city and/or other outside agencies, as appropriate, to implement the new GIS program while minimizing disruption of city business and internal operations. (Projected level of service: Tier #3/4)

As SaalexIT is able to bring improvements to overall effectiveness and efficiency across the City's IT infrastructure, we expect to reclaim 10-12 weekly hours of on-site technician support that can be allocated to addressing the above projects. Our on-site technician will provide the initial support, drawing assistance from help desk personnel as needed. Each project will be guided by a management plan to be developed collaboratively with all stakeholders, with final action contingent upon City approval.

4.6 COMMUNICATION AND ANALYSIS

4.6.1 Communication with City Staff

Customer Success Team - SaalexIT provides clients with seamless, superior-quality customer success support. Our Customer Success team will partner with the City of San Fernando to ensure SaalexIT engineers continue to deliver informed service and hardware recommendations based upon our intimate knowledge of the client environment. The SaalexIT Customer Success team is committed to the delivery of trustworthy and knowledgeable service, allowing the City to effectively and efficiently meet its IT goals and better serve the public interest.

The Customer Success team supports the client through a range of services, beginning with SaalexIT being onboarded to the City. This encompasses all phases of the onboarding to ensure a comprehensive and smooth transition while securing all pertinent credentials necessary to carry out the contract. These processes typically include completing a discovery questionnaire, obtaining hardware, software and ISP login credentials, completing a scope of work, providing comprehensive support during the onboarding period, and finalizing a Master Service Agreement.

Additional services provided by our Customer Success team include an account review of the first 90 days after going live (Critical 90), quarterly account reviews to ensure SaalexIT's technical roadmap continues to align with City goals, and scheduled "meet and greets" to enhance our understanding of the City's evolving needs. Throughout the contract, our Customer Success team will dedicate itself to documenting City priorities and communicating these to our IT Sales and Engineering departments while providing exemplary customer service support through our IT Help Desk to ensure all issues are resolved quickly and completely.



4.7 TRANSITION TABLE

SaalexIT has a well-established, painless start-up/onboarding process that will greatly benefit the City of San Fernando. While these start-up activities have been battle-tested with over 40 clients, they can be customized based on direction from the City. Some of these duration times overlap as these tasks run in parallel.

*SaalexIT can complete the contract transition with the City of San Fernando
in less than two (2) weeks.*

SaalexIT's start-up/onboarding process involves two (2) phases. Phase 1 consists of the initial onboarding, which includes four (4) major tasks:

1. **Task 1 – New Client Information Setup.** SaalexIT finalizes all contractual documents, establishes key points of contacts, gathers a list of users, and learns more about City's current processes.
2. **Task 2 – Client Onboarding.** SaalexIT updates its systems with all the information gathered in Step 1.
3. **Task 3 – Network Assessment.** SaalexIT performs a network assessment. We gather inventory and explore the City of San Fernando's environment.
4. **Task 4 – Assessment Analysis and Service Deployment.** SaalexIT summarizes the information gathered in Steps 1 and 3. We prepare a manual and recommendations, then meet with key City personnel to discuss our findings.

Table 4 - Phase 1 Onboarding Tasks

Phase 1 Tasks	Duration
New Client Information/Setup <ul style="list-style-type: none"> Execute contractual agreement Gather key contacts list Interview City IT division about internal processes Review & update client details in ConnectWise 	1 day
Client On-board Planning (SaalexIT internal)	1 day
Network Assessment <ul style="list-style-type: none"> Data collection Check for equipment not recognized by scan (on-site) 	1 day
Assessment Analysis and Service Deployment <ul style="list-style-type: none"> Review Assessment Data Prepare Assessment Summary Recommendations Review Meeting (on-site) 	5 days

Phase 2 consists of our MSP onboarding. **Table 4** covers the high-level details of implementing the Managed Services part of our proposal.

Upon award and contract execution, SaalexIT will update our agreement in ConnectWise for billing and procure the proper licenses. Once licensed (this takes approximately 24 hours), we will then start the deployment of our RMM tools, consisting of LabTech for monitoring and ScreenConnect for remote control support.



To deploy our RMM Tools, we need to identify one server per site to be the site probe. Generally, domain controllers are ideal for this. We would then install LabTech on each site server and within 24 hours the tools will push to all available domain joined clients. From there, we begin auditing against a known good list of machines and remediate any outliers. We will obtain a current PC list for the audit, or we will use our Network Assessment reports.

Once LabTech is deployed to a workstation, ScreenConnect is immediately available. Windows Updates, System Info and Health and Software baselines are then established. This data will be available for retrieval within 12 to 24 hours. Concurrently with the RMM Tool, we will on-board the SaalexIT Help Desk to take calls and provide remote support.

Next, we will obtain a CSV or Excel formatted list of users and their pertinent contact information from the City of San Fernando. We will import that information into ConnectWise, and then set a Go-Live Date for our Help Desk to start taking calls.

Just before Go-Live, SaalexIT will do the following:

1. Forward the City of San Fernando's support email and setup call forwarding to the SaalexIT Help Desk
2. Distribute SaalexIT Help Desk Stickers with our help desk phone number to users

Once we Go-Live, users will be able to reach out to us using three (3) specific methods:

- Email
- Telephone
- Web Portal @ [web [support website](#)]

Once on-boarded, SaalexIT will grow our functional knowledge of the City's infrastructure and processes in order to improve our support, efficiency and overall documentation.

Table 5 - Phase 2 MSP Onboarding Tasks

Phase 2 Tasks	Duration
Assessment and Service Deployment <ul style="list-style-type: none"> Deploy RMM Agents, LabTech (monitoring) and ScreenConnect (remote control) to site servers Webroot AV (add-on) can be instantly deployed. ESET and others solutions may integrate Allow site servers to push RMM agents to clients for 24 hours Remediate outliers: audit a current PC list from City or use network assessment reports After install, Windows updates, system info/health and software baselines are established, and remote-control tools are available. Data is available for retrieval within 12-24 hours 	1 day to deploy 4 days to audit and remediate outlier workstations
Remote Help Desk On-Boarding <ul style="list-style-type: none"> Obtain full list of users from the City with contact information (.CSV or .XLSX format) Input contacts into ConnectWise (Help Desk Tickets and Billing System) Set up email forwarding & call routing Perform Final Testing and Go-Live, create contact instructions as needed 	1-2 days periodic reviews recommended to keep billing correct

4.7.1 Are additional costs expected?

We provide this onboarding and transition service at **no cost to the City of San Fernando.**



4.7.2 Will tasks be completed on-site?

Initially, nearly all tasks will be completed by our on-site technician. Once the system is optimized and running more smoothly and efficiently, most tasks can be completed remotely. There are two (2) tasks in Phase 1 that could require on-site presence, specifically, the Network Assessment and the recommendations Review Meeting. An on-site presence would be necessary should our probes not detect known machines during our Network Assessment. SaalexIT recommends conducting the Recommendations Review Meeting on-site with the City, but on-line meetings using our Zoom Video teleconference tool could be offered if preferred by the City.

How does new equipment get set up?

If SaalexIT is required to make the purchase, the following steps will be taken:

1. SaalexIT will make the equipment purchase(s) upon receiving approval from the City of San Fernando.
2. If the equipment is a computer, upon receiving the equipment, SaalexIT will install base configurations on-site at the City of San Fernando.
3. SaalexIT will update the equipment information in our documentation system.
4. SaalexIT will perform Quality Control to ensure that the configurations are done correctly. The configuration will be done on-site and the quality check will be performed remotely using SaalexIT's help desk staff.
5. A SaalexIT technician on-site will deploy equipment.

If equipment will be/has been shipped to the City of San Fernando, the following will happen:

1. SaalexIT on-site technician will install the base configuration, update the equipment info, and perform quality control.
2. SaalexIT will install base configurations on-site at the City of San Fernando location.
3. SaalexIT will update the equipment information in our documentation system.
4. SaalexIT will perform Quality Control to ensure that the configurations are done correctly. This quality check will be performed on-site at the City of San Fernando location.



4.8 RELATED EXPERIENCE

See Section 3.1 for a list of clients we have served on similar projects.

Table 6 – Related Experience – Similar Clients

Company/ Agency Name	Role	Period of Performance	Contract Value	Desktop Support	Computer Operations	Network & Systems Support	Communications & Analysis	Extent of Services (# of people used or saved)
Early Learning Coalition of Alachua County (ELCAC)	Prime	06/24/18 – Present	\$	✓	✓	✓	✓	3 Help Desk Technicians, 1 VCTO and 1 Engineer
[Client]	Prime	03/21/16 – Present	\$	✓	✓	✓	✓	5 Help Desk Technicians and 1 VCTO
[Client]	Prime	03/07/13 – Present	\$	✓	✓	✓	✓	1 VCTO, 1 Engineer and 5 Help Desk Technicians

4.9 STANDARD OPERATING PROCEDURES

SaalexIT operates under well-defined SOP that is reviewed annually to make improvements.

SaalexIT follows a streamlined, unified approach to our SOP. All services offered start with a help desk ticket, with tasks carried out by Help Desk Technicians, Network Administrators, Security Technicians and Computer Operators. By requiring everyone that works on the City's systems to put in a ticket, we create informative analytics that not only provide data on systems, but can also report on high-volume users, types of services provided, Service Level Agreements and much more. Our process is as follows:

Once an issue or issues are reported or requested, a ticket is entered in to our ConnectWise Professional Services Automation (PSA) Tool. Every task and level of effort is recorded. We thoroughly document work for the City performed by each technician, project manager and Customer Success Team member. This includes everything from the origin of problem to ticket handling and escalation process, all the way through to the close loop process.

SaalexIT has worked to make securing IT help easy. City personnel can call, email, utilize chat or use our portal to submit a ticket. SaalexIT has a dedicated agent standing by to receive and monitor tickets submitted from the City to ensure proper priority is placed on tickets.

Ticket handling is performed through our PSA with built-in workflows to ensure tickets are handled within the City's defined SLA. Any ticket not handled within that timeframe is immediately elevated to the SaalexIT Management Team, which is responsible for ensuring the proper resources are deployed.

The escalation process is straightforward and designed to ensure SLAs are met. Tickets are defined in one of two categories and assigned designated resolution time.

For projects, resolution times are mutually agreed upon by the City and SaalexIT.

Help desk times are up to 60 minutes for tier 1, up to 90 minutes for tier 2, up to 120 minutes for tier 3 and less than 24 hours for tier 4.



Close Loop Process — also known as Quality Control process — involves our dedicated Customer Success team, which acts as a liaison between the City and our Internal team. This department acts as the City's business analyst and makes sure the work performed meets the City's requirements.

5.0 SECTION 5 – PROJECT STAFFING

5.1 KEY TEAM MEMBERS FOR THIS PROJECT

SaalexIT's Deputy Director of Information Technology, Mr. Kevin Kehoe, is the IT Project Manager and primary contact who will be overseeing and supervising IT operations on the City of San Fernando contract. To ensure that SaalexIT fulfills all of the City's requirements and needs, SaalexIT will designate Ms. Lawanna Perry as their Customer Success Manager (CSM).

5.2 PROJECT TEAM ORGANIZATIONAL CHART

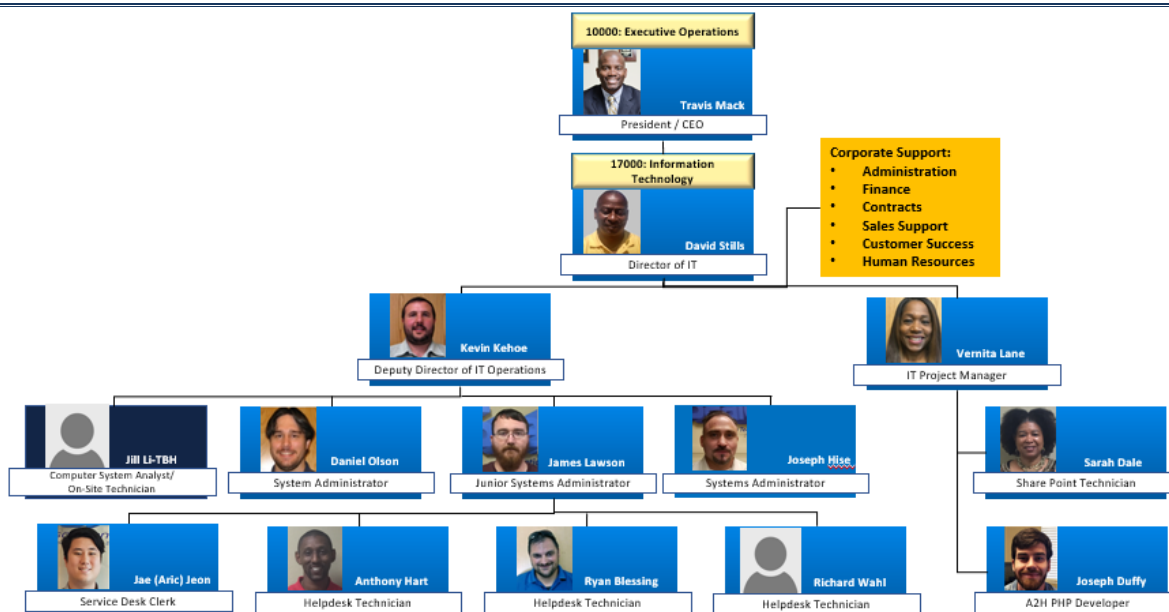


Figure 10 – SaalexIT Project Team Organizational Chart

Saalex Office Location	Name and Title	Function	Years of Experience	Availability
San Fernando, CA	TBD	On-Site Technician	TBD	On-site
Camarillo, CA	Kevin Kehoe, Deputy Director of IT	Project Manager, Security Engineer, Tier 4 Help desk support	18+	On-site and/or remote
	Daniel Olson, System Administrator	Network Engineer, Tier 3 Help desk support	17+	On-site and/or remote
	Joseph Hise Systems Administrator	Tier 3 Help desk support	12+	On-site and/or remote
	Jae Aric Jeon Service Desk Clerk	Tier 1 Help desk support	1+	On-site and/or remote
Rockledge, FL	David Stills, Director of Information Technology	vCTO, Transition Manager, Tier 4 Help desk support	25+	Remote
	James Lawson, Jr. Systems Administrator	Business Analyst, Tier 3 Help desk support	10+	Remote
	Ryan Blessing, Help Desk Technician	Tier 2 Help desk support	15+	Remote
	Anthony Hart, Help Desk Technician	Tier 2 Help desk support	6+	Remote
Ridgecrest, CA	Richard Wahl Help Desk Technician	Tier 2 Help desk support	5+	On-site and/or remote



5.3 PROJECT TEAM RESUMES

5.3.1 Director of Information Technology – David Stills

Role of Engagement: Mr. Stills will be providing overall guidance throughout the life of the contract to the SaalexIT help desk team and the City of San Fernando. He is also the project's Transition Manager. Mr. Stills will provide Tier 4 IT Management Services support.

Educational Background

- Bachelor of Science, Information Technology Management, American Military University, 2010 – 2014
- Associate of Applied Science, Computer Technology, Pikes Peak Community College
- Associate of Arts, Brevard Community College, 2008 – 2009

Professional Certifications

- Member, ToastMasters International, 2013
- Member, Society for Information Managers, 2010

Related Training

- Project Management Training, 2015

Professional Work Experience

Saalex Solutions, Inc., Director of Information Technology, 2015 – Present

Responsible for all aspects of our client's computer network from PC support to networking and servers, troubleshooting, connectivity, remote monitoring and support, installations and field service. Strong hands-on experience managing small and mid-market commercial business clients' IT environment end-to-end. Leverages experience in troubleshooting workstation and networking issues with razor-sharp attention on maintaining clients and providing daily support (both remote and on-site) of our clients' computer networks. Provide clients with premier customer service at all times.

- Architect, design and implement network upgrades or new infrastructure
- Manage documentation and diagramming of server and storage infrastructure
- Design technical solutions to meet business objectives
- Manage various-sized IT infrastructure projects
- Manage and troubleshoot Level 2 and 3 Help Desk support issues

Saalex Information Technology, LLC., Senior System Administrator, 2015 – 2015

Responsible for deploying the release of new technologies for our clients as well as the design, installation, configuration, maintenance and system integration testing performance of PC/server operating systems, related utilities and hardware. Install, maintain and upgrade client computer hardware and software systems supporting client environments; is well versed in IT Solutions hardware and software for enterprise environments.

- Propose and implement system enhancements.
- Recommend, schedule and implement system hardware and/or software upgrades or repairs.
- Troubleshoot server, software and hardware issues.
- Research, evaluate and recommend software and hardware products.
- Support web access and electronic messaging services and maintain a secure systems environment.



Ron Jon Cape Caribe Resort/HomesbyTowne, a division of Zilber LTD, Regional IT Director, 2003 – 2015

Oversaw IT operations in Florida for Timeshare, commercial / residential real estate, and asset management company with over 200 employees and 50 million dollars in assets.

Provided technical strategy, Tier 3 support, and leadership for 24x7 customer centered IT operation and supervise four departments of diverse and talented teams consisting of Network Operations, Help Desk, Software development and Business Development. Supported business-critical IT initiatives in all areas of enterprise server and network infrastructure, security administration, website and intranet development and customer support.

- Built entire infrastructure to include Windows 2003, 2008 and 2012 servers, Cat5E cabling, firewalls, exchange servers, SQL Servers, Mitel telephone system, switches, routers, wireless networks and wide area networks
- Research, design and implemented VMware migrations for the Florida region. Eight hosts connected to a nimble 10TB SAN with off-site replication.
- Hands-on management of server, telecom and network infrastructure core components to include various Voice over Internet Protocols (VoIP), firewalls, hardware, virtualization, appliances, and server operating systems environments
- Proposed hardware, software, security and analytical tools for business continuity
- Designed and managed infrastructure for a 60-seat call center using Avaya PBX
- Built network for 30 users in three (3) locations. The network required two VMware servers in a cluster to host, VoIP, structure query language, domain controller, print server, and several security appliances; 30 workstations and 15 printers.

PC-Connect Data Systems, Inc., Senior Consultant, 1993 – 2003

Managed client engagements and bottom-line business operations for technology consulting company with a 10-member staff. Leveraged business insight with technical expertise to provide small and mid-sized clients with highly available, user-friendly IT solutions; utilize various accounting software, operating systems (Windows, Mac and Linux), and infrastructure hardware on a variety of platforms to develop, deploy, and troubleshoot new tools, systems, and networks based on the client's needs. Trained and mentored employees; providing guidance in solutions engineering, system administration and technical support, customer service, and business operations.

- Engineered networks for over a 100 small-mid sized business using both Novell and Windows operating systems
- Earned Novell and Microsoft certifications and stay abreast of latest industry technical advancements and trends to deliver cutting-edge solutions that exceed customer expectations
- Took initiative to identify methods for improving processes, technical capabilities, business results, time management and service delivery
- Provided technical support in the form of application and desktop support to all customers

Loral Aerospace, IT Network Manager, 1993 – 1996

Managed all technical support, equipment and services for over 200 customers at 15 sites throughout the country.

- Responsible for administering the Novell network, SQL databases and project infrastructure in accordance with the high demands of the Air Force requirements across a multi-site, multi-tiered platform



- Developed and maintained database system to track thousands of parts, supplies and maintenance records required to keep the equipment operational
- Contributed in writing the proposal for increasing technical staff for the project.
- Facilitated customization of the proprietary database system and convert for other contracts awarded



5.3.2 Deputy Director of IT Operations – Kevin Kehoe

Role of Engagement: Mr. Kehoe is the project's IT Project Manager and will be the primary contact. He will be primarily overseeing and supervising IT operations on the City of San Fernando contract. Mr. Kehoe will provide Tier 4 IT Management Services support.

Educational Background

- EnCase Examination of New Technology File System – Guidance Software, 2012
- EnCase Mac-Linux Examinations – Guidance Software, 2012
- EnCase Advanced Computer Forensics – Guidance Software, 2012
- EnCase EnScript Programming – Guidance Software, 2012
- EnCase Prep Course – Guidance Software, 2012
- Computer Forensics I and II, Guidance Software, 2011
- Forensic Computer Examiner (150-hour course), National University, 2011
- Microsoft: Network Configuration, Moorpark College, Moorpark, CA, 2009
- A+ Coursework, Oxnard College, Oxnard, CA, 2000
- High School Diploma, Hueneme High School, Oxnard, CA, 1999
- CCNA Pilot Course, Hueneme High School, Oxnard, CA, 1999

Professional Certifications

- AccessData Certified Examiner (A.C.E.), 2013
- EnCase Certified, 2012
- Forensic Computer Examiner, 2011
- Microsoft Certified Technology Specialist: Network Configuration, 2009
- Dell Certified Systems Expert, 2005
- A+ Certification, 2000

Related Training

- SEC+ and CISP Studies, 2017
- LabTech Training, 2016
- ConnectWise Training, 2015

Professional Work Experience

Saalex Solutions, Inc., Deputy Director of IT Operations, 2014 – Present

Mr. Kehoe is responsible for West Coast operations, client support, and coordinating the SaalexIT Team to optimally support SaalexIT West and East Coast clients.

- Create methods to regularly meet with clients to review ongoing IT needs and project management
- Create metrics to increase accuracy in time-tracking and resource management
- Increase transparency and accountability with tickets and resource utilization
- Recommend and implement new tools to increase SaalexIT offering and ability to support clients remotely
- Increase SaalexIT team's ability to automatically update, monitor, and secure machines remotely



- Meet with clients and engineer solutions to modernize their infrastructure from multi-site disaster recovery solutions, migrating email from on premise to Office 365, Office 365 to other hosted solutions, or updating/upgrading on premise servers and applications
- Audit IT security of clients, Payment Card Industry/HIPAA/Sarbanes-Oxley Act/Financial Industry Regulatory Authority-Security and Exchange Commission compliance and remediation; review infrastructure and work with decision-makers to implement modern solutions to increase IT security

Mr. Kehoe is responsible for deploying the release of new technologies for clients as well as the design, installation, configuration, maintenance and system integration testing performance of PC/server operating systems, related utilities and hardware.

- Install, maintain and upgrade client computer hardware and software systems supporting client environments
- Control user access and passwords and maintain secure environments based on industry best practices
- Propose and implement system enhancements to improve reliability and performance, monitor usage and performance.
- Train client IT personnel and internal Saalex staff on system usage
- Troubleshoot server, software and hardware issues
- Assist with recommending, scheduling and implementing system hardware and/or software upgrades or repairs
- Research, evaluate and recommend software and hardware products and be the in-house subject matter expert on industry-leading software and hardware solutions
- Support web access and messaging services and maintain a secure systems environment

Sage Network, Inc., Tech III/Project Manager, 2013 – 2014

Mr. Kehoe developed and implemented a methodology to maintain network/server documentation per client, separating and securing that knowledge from our General IT Knowledgebase. He developed methods to create a more transparent communication and time management model. He prioritized incoming issues from over 300 clients, from minor support to critical outages; communicating ever-moving and changing timelines to the Sage team and clients.

Mr. Kehoe managed and executed deployment and migration projects for the following:

- Microsoft Domain Controllers, File Servers, SQL 2005/08, Exchange 2003/07/10/13, Outlook Anywhere and ActiveSync support
- Deploy and maintain backup solutions and disaster recovery virtual machine platforms (e.g., Shadow Protect, Acronis, Backup Exec, Datto)
- Configure, image, and deploy Windows devices
- Troubleshoot or configure applications for Macs, PCs, iPhone/iPad, Android, and Windows Phones

He performed troubleshooting/repair/data recovery on enterprise level servers to workstations. He also performed office network evaluations, moves, network build-outs, VoIP troubleshooting and implementation.

Mr. Kehoe managed or assisted in managing Windows Server upgrade projects. Occasionally, this involved Linux file server migration to Active Directory/File Sharing. He managed and assisted in execution of multiple PC Refresh projects for both Mac and Windows machines in Active Directory.



Mr. Kehoe performed Windows Network and Server Troubleshooting, migrations and new builds for over 300 clients. This includes Active Directory, Internet Information Services, structured query language, install database upgrades, Exchange and WAN/LAN domain name service administration. He performed SonicWall and Cisco router configuration and general network troubleshooting. Mr. Kehoe, performed physical network troubleshooting and buildup, rack builds, building WAN/LAN wiring, physical installation and buildup of servers, switches, and routing equipment. He assisted with Help Desk tasks when escalated.

eLitigation Solutions, Inc., Forensic Technician, 2011 – 2013

Mr. Kehoe established a Forensic Department to enable eLit to obtain new clients. He established more transparent lines of communication between office stakeholders, IT Management, and Executive Staff. He assessed eLit's IT spending and recommended changes in manpower and IT solutions to cut the overall budget by one-third. Coordinated with vendor to cut IT labor costs by 50 percent per month. He created Visio documents, budgets, and asset lists to help organize eLit's IT infrastructure.

Mr. Kehoe reserved Smartphones/Tablets along with Windows and Mac computers and various cloud-based data; Google, DropBox, SharePoint, other online email sources. He is familiar with GREP and search for various email Outlook (Mac/PC), Lotus Notes, RAW (msg, eml), IM/Skype logs, Smartphone backups, and create custom EnCase Conditions. He advised clients on PGP, Bitlocker, FileVault 1-2, and Full/Partial Disk Encryption protocols; engage with client IT groups to circumvent deployed encryption schemes. He managed/coordinated large projects for eLit's datacenter, housing over 250TB of storage, 40+ physical servers, and 40+ virtual machines.



5.3.3 Systems Administrator – Daniel Olson

Role of Engagement: Mr. Olson will provide Tier 3 IT Management Services support.

Educational Background

- Associates Degree in Computer Networking Systems Engineering, Moorpark College, Moorpark, CA, 2005
- High School Diploma, Royal High School, Simi Valley, CA, 1999

Professional Certifications

- Datto Certified Advanced Technician (DCAT), 2015
- WatchGuard Professional, 2014 – 2015
- Microsoft MCP (Server 2008 Network Infrastructure), 2009
- CompTIA A+ Certified, 2008
- Cisco Certified Network Associate, 2002 – 2006

Related Training

- | | |
|-----------------------------------|------------------------------------|
| • Cisco Routers/Switches | • Windows XP/7/8/10 |
| • SonicWall Routers | • Internet Explorer/Firefox/Chrome |
| • WatchGuard Routers | • Microsoft Office |
| • Active Directory | • Office 365 |
| • Exchange 2003 – 2013 | • AppRiver |
| • Windows Server 2003 – 2012 | • GoToAssist/LogMeIn/Remote Access |
| • Labtech | • Group Policy |
| • DNS/DHCP | • Datto |
| • Symantec Backup Exec | • ConnectWise |
| • Symantec Endpoint | • Webroot |
| • PowerShell Scripting (Exchange) | |

Professional Work Experience

Saalex Solutions, Inc., Systems Administrator, 2014 – Present

Mr. Olson provides remote support via Labtech/ScreenConnect and LogMeIn/Continuum. He researches, evaluates and recommends software and hardware products and is the in-house subject matter expert on industry-leading software and hardware solutions. He assists with recommending, scheduling and implementing system hardware and/or software upgrades or repairs. He implements system enhancements to improve reliability and performance. Performs server administration for the following:

- Applications
- Domain controllers
- Exchange servers

Mr. Olson performs troubleshooting for server, and software and hardware issues, for various programs including the following:

- Microsoft Office



- Webroot
- AppRiver
- Windows
- Datto backup system

Mr. Olson is responsible for deploying new technologies for clients as well as the design, installation, configuration, maintenance and system integration testing performance of PC/server operating systems, related utilities and hardware. He installs, maintains and upgrades client computer hardware and software systems supporting client environments.

Additionally, performs the following:

- Trains client IT personnel and internal Saalex staff on system usage
- Controls user access and passwords and maintains secure environments based on industry best practices
- Monitors usage and performance
- Supports web access and messaging services and maintains a secure systems environment

Sage Network, Inc., Help Desk Support Tech 2/Lead Tech, 2008 – 2014

- Remote and on-site support of servers, workstations and network equipment
- Management and monitoring of backup systems – backup exec and a cloud-based system
- Trained new techs on troubleshooting/tools
- Active directory/Exchange user creation and configuration
- Share/New Technology File System (NTFS) management
- Cisco/SonicWall/other router configuration
- Office 365 exchange account setup/configuration
- AppRiver account setup/configuration
- Windows/application troubleshooting
- Workstation setup/deployment
- Network cabling/termination
- Virus removing/troubleshooting
- Printing/scanning configuration
- Backup maintenance/monitoring
- SonicWall and Cisco VPN configuration

Moorpark College, Help Desk Technician, 2004 – 2007

- Worked as the Computer Help Desk Technician at the Open Access Lab.

Northridge Hospital Medical Center, Intern/Support Technician, 2001 – 2002

- Desktop support
- Access database creation, Office and other application troubleshooting



5.3.4 Systems Administrator – Joseph Hise

Role of Engagement: Mr. Hise will provide Tier 3 IT Management Services support.

Educational Background

- Bachelor's Degree in Economics from the School of Business, California State University Northridge, 1990 – 1995

Professional Certifications

- Microsoft Certified Systems Engineer (MCSE), 2000

Related Training

- OS: CentOS 4.x, 5.x, 6.x, 7.x, Redhat RHEL 4.x - 7.x Windows NT; Windows Server 2000; Windows Server 2003; Windows Server 2008; Windows Server 2012, Ubuntu 14.x -16.x, Fedora etc.
- Infrastructure Service: Active Directory, RADIUS, Bind DNS, Plesk, CPanel, Red Hat Satellite Server, Microsoft SCOM, MOM, Nagios; SiteScope; OwnCloud; Next Cloud
- Virtualization: VMware vSphere; VirtualCenter, ESX 4.0; ESXi 4.1, ESX 5x, ESX 6x. Amazon Web Services (AWS); S3 etc.
- Applications: Apache / LAMP; IIS; Postfix; Qmail; Apache 2.0; MySQL 3.x — 5.x; etc.
- Protocol Technologies: TCP, IP, UDP; DNS; DHCP; ICMP; SMTP; CIFS, NFS; HTTP, HTTPS; SSH; IMAP; POP3; SFTP; FTPS; etc.
- Hardware: Dell Blade Servers; IBM Blade Servers; CISCO UCS Blade Servers; etc.
- Additional Exposures: NetApp Filers (Hardware & Cluster), SnapMirror, snapshot, CIFS and NFS sharing; VMWare ESX; IBM GPFS; F5 BigIP Load Balancers; NetScaler Load Balancers; PFSense Proxy / Firewall / Load balancer. Etc.
- Development Proficiencies: HTML, CSS, PHP, MYSQL, javascript, BASH scripting.

Related Professional Job Experience

Saalex Solutions, Inc., Systems Administrator, 2018 – Present

- Installs, configures and monitors patches, firmware, drivers, antivirus, mobile devices and utility software
- Researches and recommends network and data communications hardware and software
- Researches and maintains Active Directory, Group Policies, DNS, DDNS, and DHCP services
- Provides support for Tier 1 through Tier 3 help desk requests
- Maintains communication equipment and software (including Wi-Fi routers and Access Points)
- Interacts with management and employees to accurately assess hardware, software and server needs and provides recommendation options and implements solutions
- Installs, configures, and supports multiple organizations' WAN/LAN, and internet-based cloud segments or on-premises hybrid solutions. This includes Monitoring networks, Security websites, and ensuring availability of all system users and perform necessary maintenance to support availability
- Provides training to users on general usage of PCs and software applications
- Tier 3 IT Support for over 40 companies. Responsible for engineering out solutions and fulfilling technical projects.



Digital Overture, Senior Systems Administrator / Manager, Simi Valley, CA 2012 – 2018

- Solely responsible for the design and management of all IT operations and infrastructure, including network, security, Proxy/Firewall, stand-alone servers, virtualized environment, cloud storage, and AWS integration for a design, stage, and production environment
- Design and implementation of company's VMware vSphere and ESX environments. ESX 5x, ESX 6x. etc. Maintain and operate VMware infrastructure for business systems as well as customer forward-facing web services.
- Build and maintenance of personalized Cloud Services using open source Own Cloud and Next Cloud with federation integration into Dropbox and Google Drive
- Configuration and Management for customer administration using CPANEL Web Host Manager (WHM), Plesk Onyx and other administrative services
- Customized bash scripting to maintain live-site replication to a standby hosting services using RSYNC. Custom VMWare scripting and use of GhettoVCB for off-site backups and recovery.
- Design and Setup Linux, Apache, MySQL, PHP (LAMP) websites specific to developer and customer standards
- Custom IIS builds and configurations for deployed .Net applications
- Design and setup of payment processing and open source shopping carts including OpenCart and Woo Commerce
- Design and implementation of AWS services for individual company website hosting and backend services
- Managed email services including QMail, SquirrelMail, Atpmail, Horde, Spamdyke with customer support
- Open source PFsense Load balancing/Proxy/Firewall services
- Support of website applications with knowledge of HTML, CSS, PHP, MySQL, JavaScript, etc.

TASER International (Axon), Senior Systems Administrator, Los Angeles & Carpinteria, CA 2009 – 2012

- Design and buildout of a VMware vSphere environment running on Cisco UCS platform. Maintained over 250 virtualized Windows and Linux servers with a variety of services, including forward-facing web site services. Designed and built original Evidence.com data center at an Equinix facility with team of four, including environmental, network devices, Cisco UCS servers, load balancing, IBM GPFS Storage, and server builds for all necessary services used for Taser websites and Evidencence.com.
- Design and maintenance of custom video streaming services using FFMPEG multimedia framework to display secure video streams to law enforcement for evidence requirements. Online proprietary Linux service consisting of a platform for a content management system, which also ingests on-officer video content over secured internet connections.
- Design Network and Policy services on Active Directory servers, RADIUS authentication integrated with Juniper networking environment. Design and maintenance of other Linux infrastructure services such as Memcache, Apache Server, and Red Hat Satellite Server for patch and asset management.
- Maintain company website software releases to QA, staging and production environments.
- Design and implement strict security requirements using CentOS to comply with the NSA's guide for securing RHEL servers using Red Hat Enterprise Linux.
- Build and migration of selective website applications, including Apache, IIS, S3 Storage, Database and other services to AWS.



- Design and configuration for a customized version of infrastructure and web services to host evidence.com for the country of New Zealand to deploy to their country-wide police department.

Realtor.com (Move.com), Enterprise Architect/Director of IT Operations, Westlake Village, 2000 – 2009

- Senior Systems Administrator for company websites including Realtor.com, Move.com, Homebuilder.com, WelcomeWagon.com, and others. Operational support for backend services utilizing IIS, Apache, Microsoft Back Office, Microsoft Exchange, SharePoint, Microsoft SQL, PeopleSoft, and a variety of Internal Business Systems. Team lead with direct oversight and administration of over 450 Windows Servers, 135 Linux Servers, and 120 infrastructure servers. Achieved 99.999% uptime in a non-single point of failure environment.
- VMWare ESX servers using a variety of technologies. Trained other Administrators on the creation, deployment, migration and VMotion of virtual machines to different physical ESX servers. Wrote server build and OS build documentation and guidelines for DC Operations staff.
- As an Enterprise Architect responsible for a new design and build out of a data center in Phoenix, including electrical, HVAC, network, DC layout, server and hardware purchases and site migration plans. Migration of all websites and services. Managed traffic migration to the new data center using NetScalers implementation of Global Server Load Balancing.
- Software deployment, monitoring services using Microsoft Operation Manager, Nagios, SiteScope and Dell Open Manage. Provided patch management.
- Reduced QA physical hardware footprint by 30:1 using VMware ESX server, resulting in significant savings in electricity and physical server support costs per month. Replaced 140+ low-end Dell servers with 12 Dell 6650's.
- Integrated several pairs of HA NetScaler load balancers pushing 600mbit/s, utilizing features such as Mac-based forwarding, global server load balancing, TCP-offloading and Content Redirection. Implementation of NetScalers from 6.0 to 6.1 with zero downtime, and subsequently upgraded to 7.x and 9.x.
- Design, implementation and training of backup strategy and enterprise -wide roll out of Veritas NetBackup retention and archiving.
- Managed Netapp Cluster serving millions of real estate property pictures and virtual tours. NetApp filers (760s, 840s) to Qtrees on a FAS960 filer; led to ease of data replication to the new data center using SnapMirror.



5.3.5 Help Desk Supervisor – James Lawson

Role of Engagement: Mr. Lawson will provide Tier 3 IT Management Services support.

Educational Background

- Network Infrastructure, Eastern Florida State College, Cocoa, FL, 2017 – 2017
- CCENT 100-105 ICND1 – Certificate, Cisco Networking Academy, Online, 2017 – 2017
- Oracle Certified Database Administrator, Eastern Florida State College, Cocoa, FL, 2015 – 2017
- Associates in Database Administration, Computer Information Technology, Eastern Florida State College, Cocoa, FL, 2015 – 2017
- 49 semester hours toward Criminal Justice and Principles of Electronics Degree, Community College of the Air Force, Maxwell Airforce Base, AL, 2006 – 2014

Professional Certifications

- CompTIA A+ Certified (COMP001020941853), 2015

Related Training

- Trained in Cisco, Watchguard, Barracuda, Sonicwall, PL/SQL, Powershell, MS Access, MS Power BI, VB, VBA, JAVA, Extensible Markup Language, HTML, Python, C++, Open Mesh, WireShark, VSphere, Hyper-V, Cloud Hosted VM
- Proficient with Office 2003-2016, Windows Server 2003-2016, Windows XP – 10, Active Directory, Outlook Web Access, Exchange, VPN, Remote Desktop Protocol, Routing and Remote Access, Managed Layer 3 Switches, VoIP, MS SQL and Analog PBX Systems
- Tier I, II, III Help Desk Technician for MSP
- Knowledgeable in ConnectWise Automate\ Manage\ Control, Labtech, ScreenConnect, LogMeIn, WebEx, ZOOM, SharePoint, ITBoost, Veeam, Datto, Acronis, and Dahua IP Camera Systems

Professional Work Experience

Saalex Solutions, Inc., Help Desk Supervisor / Help Desk Technician, Rockledge, FL, 2016 – Present

- Completed +4000 Trouble Tickets for Clients, providing high potential for profits by ensuring resource availability
- Trained and supported 11 Tier I\II Technicians, decreasing the volume of escalated tickets
- Built, implemented and maintained multiple fixes for legacy software, minimizing downtime for clients
- Recognized and executed a rapid solution for stopping and recovering from Ransomware Attacks
- Revamped the monitoring of RMM software, increasing accuracy of positive results and decreasing false alerting
- Developed an application to automate and streamline New Hire process, decreasing onboarding time by 85%

Eastern Florida State College, Help Desk Internship, Cocoa, FL, 2015 – 2017

- 17-week internship at Saalex Information Technology, Rockledge, FL
- Received letter of recommendation for extraordinary IT capability and professionalism
- Resolved between 10 and 40 Help Desk tickets daily
- 3.9 GPA in all IT related classes; held in high regard by all involved professors



90 MMXS, Maintenance Supervisor, F.E. Warren AFB, WY, 2013 – 2014

- Supervised maintenance actions of 21 personnel on \$30M of U.S. Air Force communications assets. Evaluated/wrote maintenance efficiency reports for 21 technicians; verified quality of work. Performed effective maintenance work order scheduling/planning; +1000 work orders processed.

90 MMXS, Maintenance Task Leader, F.E. Warren AFB, WY 2012 – 2013

- Led four-person team troubleshooting and repairing communication equipment; cleared 400 work orders per year. Performed on-the-job training for 19 new technicians, which resulted in additional qualified Team Leaders.
- Shop IT Manager responsible for the management and operation of \$1.2M worth of assets.

90 MMXS, Maintenance Master Technician, F.E. Warren AFB, WY 2010 – 2012

- Performed maintenance corrective actions, ensuring minimal down time in communications systems. Uniquely trained in ESD compliance for electronic system circuit tracing and repairs. Used multimeters, oscilloscopes, signal generators, time-domain reflectometer, UHF-EHF-VLF\LF testing trained.

99 SFS, Security Forces Journeyman Craftsman, Nellis AFB, NV 2006 – 2010

- Law enforcement officer, dispatcher, emergency response coordinator. Deployed Operations Quick Reaction Force lead driver for 200 kilometer area of responsibility. Response Force Team Member and Leader for a Protection Level 1 weapon storage facility.



5.3.6 Help Desk Technician – James “Ryan” Blessing

Role of Engagement: Mr. Blessing will provide Tier 2 IT Management Services support.

Educational Background

- Information Technology Academy, Indian River State College, 2008 – Present
- High School Diploma, Sebastian River High School, Sebastian, FL, Information Technology Academy, 1999 – 2003

Professional Certifications

- Digium Switchvox Support Engineer, 2018
- Datto Tech I & II, 2017
- A+ Computer Certification, 2003
- Cisco Networking Certification, 2003

Related Training

- Axis Cameras Bootcamp, 2015

Related Professional Job Experience

Saalex Information Technology, Surveillance Engineer/IT Help Desk, 2015 - Present

- Tier 2 help desk technician providing software, hardware, client/server and networking technical support to non-technical personnel within and outside the corporation
- Managed call flow and responded to technical support needs of customers
- Trained and lead interns and new team members starting out as Tier 0 & 1 technicians in company SOP compliance
- Conducted site surveys for surveillance systems and IT networks, then designed and implemented a custom solution specific to the client's needs
- Administrated and provided Tier 2 & 3 support as the team leader for the third shift
- Experience with Microsoft Exchange, Active Directory, Azure, SQL, Server 2003, 2008(R2), 2012(R2), 2016 operating systems and administration
- VMware/Hyper-V Administrator - Responsible for all aspects of maintaining, updating, and creating VM in the VMware environment
- Administrator for VoIP cloud PBX system with 160+ endpoints, IVR design and implementation
- Provided break/fix model repairs for analog and IP surveillance camera systems
- Engineered and built networks specifically for surveillance systems from the ground up, tailored to client needs, budgets and expectations
- Diagnosed surveillance systems and repaired various issues on Linux and Windows systems
- Oversaw and administrated data backups for clientele and corporate levels, utilizing different backup software like Datto, Veeam, Symantec, Mozy, Carbonite, Acronis, and more



5.3.7 Help Desk Technician – Anthony Hart

Role of Engagement: Mr. Hart will provide Tier 2 IT Management Services support.

Educational Background

- A.A. Information Technology, Keiser University, Melbourne, FL 2012 – 2014
- B.A.S. Network Systems, Melbourne, FL, 2016 – Current

Professional Certifications

- CompTIA A+ Certified, 2017

Related Training

- Proficient with Windows 7, Windows 10, MS Word, PowerPoint and Excel
- Familiar with Screen Connect, Labtech, TeamViewer, Windows Remote Desktop
- Experienced with creating SOP documents

Related Professional Job Experience

Saalex Solutions, Inc, Help Desk Technician, Rockledge, FL 2017 – Present

- Install and set up new workstations and components, creating new user in Active Directory, as well as setup new user profiles for clients
- Install Server and reconfigure RAID
- Effectively troubleshoot and solve numerous issue with MS Office applications
- Install, set up and maintain client's wireless networks
- Troubleshoot and resolve printer problems
- Remotely provides excellent service to over 800 endpoints, across over 30 different infrastructures
- Setup, troubleshoot and repair client VPNs

Radial, Inc, Technical Support Specialist, Melbourne FL, 2017 – 2017

- Fielded Tier customer service calls supporting Arris's home networking equipment
- Factory reset equipment using various trouble shooting steps to resolve customer's issue

Saalex Solutions, Inc., Intern, Rockledge FL, 2017 – 2017

- Terminated and ran cat5 and cat6 patch cables, interconnecting multiple components while utilizing cable management
- Performed daily backup checks, utilizing various backup software amongst multiple clients.
- Worked with customers to upgrade current internet and phone services
- Analyzed, categorized, and prioritized service tickets for technicians to review and complete

US Navy, Fire Controlman, Jacksonville, FL, 2000 – 2004

- Radar and gunfire control systems technician for the MK86 Weapons system
- Harpoon Missile technician



5.3.8 Service Desk Clerk – Jae “Aric” Jeon

Role of Engagement: Mr. Jeon will provide Tier 1 IT Management Services support.

Educational Background

- Bachelor of Science, Biomedical Engineering, University of California Riverside, 2010 – 2017

Professional Certifications

- CompTIA A Plus Cert Prep 220 901 and 220 902
- Innovative Customer Service Techniques
- Learning PC Maintenance and Performance
- Troubleshooting Common PC Issues for Users
- Windows 10: Administration
- Windows 10: Manage and Maintain Windows 10

Related Training

- Windows 10 Administration
- C++, C#
- Unity
- Unreal Engine

Related Professional Job Experience

Saalex Solutions, Inc., Service Desk Clerk, 2018 – Present

Responsible for attaining maximum utilization of internal and field technical resources through daily dispatch of service requests.

- Acts as the single point of contact to the customer for all types of service requests
- Coordinates all IT support groups to ensure maximum utilization of billable resources
- Pre-processes service requests as they arrive through email, manual entry or direct customer input
- Schedules internal and field technical resources on the dispatch portal
- Monitors resources schedules to ensure prompt time entry on service requests
- Communicates with customers as required: keeps them informed of incident progress, notifies them of impending changes or agreed outages
- Provides fast turnaround of customer requests
- Improves usage and increases productivity of IT support resources
- Escalates service requests that cannot be scheduled within agreed service levels
- Reports the utilization of IT support resources and successful completion of service requests to the IT Director and Managed Services
- Responsible for entering time and expenses as it occurs
- Enters all work as service tickets into Help Desk Ticketing System
- Responsible for ordering hardware and software for customers and processes said items upon receipt
- Provides some help desk functions as required including talking to vendors, hardware and software installation



6.0 SECTION 6 – PROPOSED INNOVATIONS

6.1 INNOVATIONS OFFERED AT NO COST TO THE CITY

6.1.1 30-Day Transition Plan with Customer Success Team



At no cost, SaalexIT will work closely with the City staff and the outgoing IT vendor to ensure continuity and a thorough and transparent transfer of knowledge and information during the transition stages. Ideally, the existing on-site Technician (Jill Li) would be retained to ensure an optimal knowledge share of existing user and environment support issues. However, should the City desire to have a replacement on-site Technician, SaalexIT has a Mid-level Technician who can be on-site for the equivalent 40 hours per week, plus provide on call 24/7 staff to support Law Enforcement after hours. SaalexIT also provides a dedicated Customer Success Team member to support day-to-day operational or business needs and will be the City's designated contact for on-boarding and implementation. Our Success Team is directly responsible for the City's service satisfaction and fulfillment of service and SLAs.

6.1.2 Cybersecurity Focus-SIEM/SOC



SaalexIT, as an optional (free) enhancement, will provide Security Incident and Event Management (SIEM) logging and Security Operations Center (SOC) monitoring 24x7x365 of the City's critical data and infrastructure for three (3) months free of charge. We recommend monitoring your most critical infrastructure with this enhancement, to audit known weaknesses against unforeseen risks and to start a list of most threatening issues to remediate first. This software backed by a powerful USA-based SOC team will provide your leadership team with immediate notification, escalation and remediation by the SaalexIT Network Operations Center (NOC) of any breach or security incident. Our Artificial Intelligence engine monitors your network — servers, firewalls, end points, etc. — and will find any active and/or ongoing cyber breaches that firewalls and other security devices cannot detect. The City may opt into this service after the initial 90-day trial period at our preferred State & Federal Government pricing.

6.1.3 Architecture/Infrastructure Analysis and Optimization



During the initial 90 days, Kevin Kehoe, SaalexIT Solutions Architect and Deputy Director of IT, will conduct a thorough review of all infrastructure hardware, software, applications, backups, security and compliance issues, retention and recovery time objective (RTO) goals, including interviews of key stakeholders to understand business pain points and strategic goals and objectives of the leadership team. This will enable the SaalexIT Team to deliver a budget-driven Strategic Technology roadmap, enabling:

- Remediation of any mission-critical issues that are ongoing with the existing contract or identified during our initial network assessment
- Stabilization of any ongoing networking issues or new issues identified during the initial network assessment
- A prioritized Technology Roadmap for all technology optimization/upgrade projects and set time framed parameters of when they will be implemented and finished

The ultimate goal of the Strategic Technology roadmap is to guide the City toward an overall reduction in the number of service requests and network/workstation issues, ultimately freeing up resources to focus on larger goals that will improve the overall IT experience for users within the city and the public at large while simultaneously lowering IT expenditures.



6.1.4 On-site Technician Help Desk Support



SaalexIT will optimize the City's Service Desk and on-site IT Support experience by streamlining existing processes and backing up the on-site Tech with the support of our 24x7x365 Help Desk and CRM System. Once the initial 90-day on-boarding is complete and critical infrastructure issues are remediated and stabilized, the on-site Tech should have more time to help with execution on forward-looking technology projects with the support of our Solutions Architect. SaalexIT can also support holiday and after-hours needs with the scale and ability to bring in any resources from our Southern California offices in Camarillo, Ridgecrest or Temecula to back up and assist with projects.

6.1.5 Data Analytics/Predictive Analytics



SaalexIT will offer our in-house data analytics capability at no cost the City of San Fernando. SaalexIT is responsible for maintaining and contributing to numerous Government databases across several Department of Defense (DoD) contracts, giving us access to key information that often is not used to its fullest potential. We employ a predictive analytics capability to garner a greater return on the Government's investment (ROI) in collecting this data. Using our in-house SAP Analytics Cloud toolset, SaalexIT data analysts can develop customized reports, performance dashboards and sensitivity analysis tools, which include ROI calculations aimed at providing our customers data-driven insights so they can make data-driven decisions.

Offered at no cost to the City, this analytics service allows the City to adjust its IT business plans and priorities over lifecycles to optimize efficiency and fine-tune requirements for future contracting and investment. After coordination with the City stakeholders, SaalexIT can deliver quarterly reports based on the data sets available.

6.2 INNOVATIONS OFFERED AT ADDITIONAL COSTS

6.2.1 Virtual Chief Technology Officer



SaalexIT can provide, at an extra expense, the services of a Virtual Chief Technology Officer (VCTO) to ensure the City of San Fernando's IT infrastructure is effectively aligned with the technology needs of City administrators, staff and the public at large. SaalexIT will ensure that the City's IT assets are managed in a manner that is both efficient and responsive to the City's budgetary constraints. SaalexIT can provide VCTO services to define any procedure, policy or documentation processes needed to set up records for the City's hardware and software assets, operational documentation for Operations and Network Groups, and for preparing and maintaining a Disruption Plan. SaalexIT will make security of the City's IT infrastructure a priority, identifying and resolving any existing vulnerabilities while preparing for new threats as they evolve. A thorough examination of existing digital services, as well as legacy analog services, will allow SaalexIT to identify manual processes that can be automated to improve staff and administrative efficiencies as they align with the City of San Fernando's mission. SaalexIT will prepare the City for the next generation of IT growth, ensuring that the City follows best practices based upon the Information Technology Service Management (ITSM) business model. SaalexIT will provide the professional experience and necessary skillsets to identify any shortcomings within the City's IT environment.

SaalexIT will be creating a license/subscription audit, and a lifecycle projection and assessment plan to assist with the financial planning of any needed changes for the City. This will result in SaalexIT delivering the next generation of investments that are necessary to keep costs predictable and to a minimum without sacrificing security, compliance or stability.



7.0 SECTION 7 – COSTS SHEET AND RATES

7.1 PROPOSED COSTS TO PROVIDE THE SERVICES DESIRED

SaalexIT is pleased to offer a price of \$9,600/mo. fixed for the requested services (\$115,200 for one [1] year), plus an hourly rate for specific services that are not included in our MSP package price as per our Cost Proposal. The following tables below lists our prices and the services included in our MSP package. Our price for four (4) additional one-year options is \$118,100, \$121,000, \$124,000, and \$127,100 respectively (2.5% escalation/year).

Table 7 – Fixed Fee MSP Services to the City of San Fernando

Fixed-Fee Service	Year 1	Year 2	Year 3	Year 4	Year 5
Per Month	\$9,600.00/mo	\$9,841.67/mo	\$10,083.33/mo	\$10,330.33/mo	\$10,591.67/mo
Per Year	\$115,200/yr	\$118,100/yr	\$121,000/yr	\$124,000/yr	\$127,100/yr

Fees assume the following:

1. The City will provide an enclosed, secure office for the SaalexIT technician when on-site services are required.
2. A SaalexIT technician will be available on-site as needed; however, our team of experts will resolve issues when they can be fixed remotely.
3. Fixed-fee covers all services checked off in **Table 8** of the SaalexIT proposal as In-Scope Work/Included.
4. Fees do not include the cost of any hardware or software requirements.
5. Fee increases are about 2.5% per year for cost of living adjustments.

Table 8 – IT Services included in the MSP package for the City of San Fernando

Scope	IT Service	Included in MSP package	Additional Cost
	7:30 a.m. to 5:30 p.m. Help Desk Service	✓	
	After Hours Emergency Support (including 24/7 Police Department support)		✓
	No-Cost Innovations (identified in Section 6)	✓	
	Additional Cost Innovations (identified in Section 6)		✓
	Out of Scope Projects		✓
	Transportation/Travel		✓
Desktop Support			
C:DS1	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 a.m. to 5:30 p.m., Monday through Friday.	✓	
C:DS2	Desktop Support Technicians will respond (call acknowledging assignment of call) to	✓	



Scope	IT Service	Included in MSP package	Additional Cost
	Client/Caller, resolution/diagnosis according to prioritization.		
C:DS3	Desktop Support Technician will make appointment with Client/Caller to address the Client/Caller support needs at a mutually agreed upon time.	✓	
C:DS4	Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.	✓	
C:DS5	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.	✓	
C:DS6	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.	✓	
C:DS7	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.	✓	
C:DS8	Contract staff to provide their own transportation between City sites during their support activities.	✓	
Computer Operations			
C:CO1	Review of all process logs for normal execution and performance.	✓	
C:CO2	Preparation of reports and outputs for distribution on next regular work day.	✓	
C:CO3	Review of security logs and for unusual activity.	✓	
C:CO4	Performing backups, backup rotations and restores of all systems, servers, network equipment.	✓	
C:CO5	Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.	✓	
C:CO6	Monitoring and reporting status of servers (disk allocations, etc.).	✓	
C:CO7	Monitoring and reporting on status of network.	✓	
C:CO8	Logging activity event entries into Operations Activity Log.	✓	
C:CO Part 2	Additional computer operations duties include:		
C:CO1	Cleaning and organizing Computer Room.	✓	



Scope	IT Service	Included in MSP package	Additional Cost	
C:CO2	Checking on versions of software that require updates.	✓		
C:CO3	Maintaining process and operational documentation for Operations and Network Groups.	✓		
C:CO4	Maintaining inventory of supplies.	✓		
C:CO5	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.	✓		
C:CO6	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.	✓		
C:CO7	Preparing and maintaining a Disruption Plan.	✓		
Network and Systems Support				
C:NSS1	Staff understands that the network is defined to include all City switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.	✓		
C:NSS2	Staff understands that maintenance and installation of network cabling outside of the computer room is NOT part of this proposal.		✓	
C:NSS3	Network and network device performance monitoring, diagnostics and tuning.	✓		
C:NSS4	Network and network device configuration and version updates to keep within two versions of current.	✓		
C:NSS5	Network and network device configuration management and record keeping.	✓		
C:NSS6	Network, network device and server capacity monitoring and planning.	✓		
C:NSS7	Network, network device and systems security administration and record keeping consistent with City policies.	✓		
C:NSS8	Firewall monitoring for intrusion attempts, attacks, viruses, etc.	✓		
C:NSS9	Firewall configuration.	✓		
C:NSS9	Firewall version updates.	✓		
C:NSS10	Server OS configuration and version updates to keep within two versions of current.	✓		
C:NSS11	Network intrusion and Virus software management (keeping current updates and versions).	✓		



Scope	IT Service	Included in MSP package	Additional Cost
C:NSS12	Coordination and cooperation with other City service providers.	✓	

7.2 COSTS FOR EXTRA AFTER-HOURS SERVICES AND ADDITIONAL OPTIONS

The below items list our prices for the services not included in our MSP package.

Table 9 – After Hours Services/Additional Options

IT Services	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Emergency Hour(s) Service	\$95/hr	\$98/hr	\$101/hr	\$104/hr	\$106/hr	\$110/hr
Out-of-Scope Projects (e.g. Additional Cost Innovations)	\$75/hr	\$77/hr	\$79/hr	\$81/hr	\$83/hr	\$85/hr
Transportation/Travel	No charge to City	No charge to City	No charge to City	No charge to City	No charge to City	No charge to City
Out-of-Scope requiring CIO	\$125/hr	\$128.12/hr	\$132.32/hr	\$134.60/hr	\$138/hr	\$141.45/hr



8.0 SIGNED RFP ADDENDUM NUMBER 1



SAN FERNANDO

January 23, 2019

RFP TITLE

Information Technology Management Services

ADDENDUM NO. 1

Please note the following changes and clarifications to the RFP provided for the above-indicated project:

The optional job walk originally scheduled for Thursday, January 24, 2019 @ 2:00 pm is hereby rescheduled to **Thursday, January 31, 2019 at 10:00 am**. Those interested in attending the job walk shall meet in the lobby at San Fernando City Hall, located at 117 Macneil Street, San Fernando, CA 91340.

To maintain security, job walk attendees will be required to sign-in and provide a valid picture ID (e.g. Driver's license or passport).

Attendance at the job walk is optional and is not a prerequisite for submitting a proposal.

Regards,

Nick Kimball
Deputy City Manager/Director of Finance

It is required that all Proposers attach a signed and dated copy of all Addenda to their bid package.

Receipt Acknowledged (Date): February 20, 2019

Proposer's Signature:

Proposer's Name (Print/Type): Travis Mack, President and CEO - SaalexIT

Proposer's Address: 811-A Camarillo Springs Road, Camarillo, CA 93012

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy T. Hou, Director of Community Development

Date: May 6, 2019

Subject: Consideration to Approve Receipt of the Sustainability Planning Grant from Southern California Association of Governments for the Citywide Parking Management Master Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7915 (Attachment "A") to approve receipt of grant funds or services from the Southern California Association of Governments (SCAG) for the Sustainability Planning Grant Projects for the Citywide Parking Management Master Plan; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On September 6, 2018, SCAG announced the Sustainable Communities Program Call for Proposals for Sustainability Planning Grants. The Sustainable Communities Program is a multi-year program designed to support and implement the policies and initiatives of SCAG's 2016 Regional Transportation Plan and Sustainable Communities Strategy.
2. On October 22, 2018, the City executed an agreement with Evan Brooks Associates, a strategic planning consultant, for grant writing services to assist with the grant proposal for the SCAG Sustainable Communities Program - Integrated Land Use (ILU) technical assistance focused on sustainable land use and transportation planning.
3. On November 15, 2018, Evan Brooks Associates submitted to SCAG, on behalf of the City, a grant application for the ILU Parking Management, Pricing, and Reduction project type to obtain technical planning assistance for a San Fernando Citywide Parking Management Master Plan (Attachment "B").

Consideration to Approve Receipt of the Sustainability Planning Grant from the Southern California Association of Governments for the Citywide Parking Management Master PlanPage 2 of 3

4. The grant would provide technical planning assistance in the form of a qualified consultant to help the City complete a Citywide Parking Management Master Plan. This study would help support City Council Priority No. 13: "Study feasibility of a parking permit system."
5. At its Regional Council meeting on March 7, 2019, SCAG approved the award recommendations of its evaluation team, which included the City's project for the San Fernando Citywide Parking Management Master Plan, and authorized SCAG staff to initiate the projects.
6. In accordance with the City's Grant Management Policy, the City Council shall approve all grant awards in excess of \$50,000 and delegate receipt and contract execution to the City Manager if delegation is allowed by the grantor agency.

ANALYSIS:

The City submitted its application to the SCAG Sustainable Communities Program for project types in the area of Integrated Land Use. Specifically, the City applied for technical assistance to develop a much discussed and needed Citywide Parking Management Master Plan. The City was one of only two local jurisdictions, along with City of Beaumont, and the only jurisdiction in Los Angeles County, to be awarded the SCAG grant for parking management plans.

The benefits of a Citywide Parking Management Master Plan include identifying the parking management strategies ideal for the entire 2.4 square mile community to implement active parking management and smart growth practices that help the City look at parking as a service that is responsive to the needs of each affected neighborhood or corridor. The plan aims to study how the City can complete its smart parking meter program, maximize existing City parking facilities and advance other parking management strategies in residential, commercial and retail areas, notably to address existing neighborhood challenges and to minimize the impact that Metro's East San Fernando Valley Transit Corridor and the San Fernando Corridors Specific Plan will have on the residential, business and civic center areas.

Importantly, this particular SCAG grant issues no direct monetary funding. Instead, SCAG will develop a scope of work in coordination with the local jurisdiction, issue a Request for Proposals, and select a qualified consultant team, paid for by SCAG, to provide services consistent with the grant guidelines. According to SCAG, a project initiation schedule and expectations regarding period of performance will be determined by mid-June 2019, and will be based on project complexity, funding source and SCAG staff capacity. SCAG staff anticipates issuing an RFP shortly thereafter and landing a consultant within two months of RFP issuance.

The action helps deliver to the City crucial planning resources to address parking management that promotes efficient and sustainable mobility citywide. This supports City Council Fiscal Year

Consideration to Approve Receipt of the Sustainability Planning Grant from the Southern California Association of Governments for the Citywide Parking Management Master PlanPage 3 of 3

2018-2019 City-Wide Strategic Goal No. 7: "Pursue grant funding that addresses a need and provides a net benefit to the City."

BUDGET IMPACT:

There is no anticipated budget impact from this item and this grant issues no direct monetary funding. Under this grant project, the City will receive technical planning services to assist in the full implementation of the Citywide Parking Management Master Plan study, with no obligation for the City to expend any money.

CONCLUSION:

Staff recommends that the City Council approve Resolution No. 7915 to approve receipt of the grant services from SCAG for the Sustainability Planning Grant to complete the Citywide Parking Management Master Plan.

ATTACHMENTS:

- A. Resolution No. 7915
- B. Grant Application

ATTACHMENT "A"

RESOLUTION NO. 7915**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA APPROVING THE RECEIPT OF GRANT FUNDS OR SERVICES FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) FOR THE SUSTAINABILITY PLANNING GRANT PROJECT FOR THE CITYWIDE PARKING MANAGEMENT MASTER PLAN (PMMP)**

WHEREAS, The Southern California Association of Governments (SCAG) has allocated funds for projects that promote the policies and programs of the 2016-2040 Regional Transportation Plan/ Sustainability Communities Strategy (2016 RTP/SCS); and

WHEREAS, SCAG has evaluated, ranked and awarded proposals submitted for Projects under the Program; and

WHEREAS, the grant requires a resolution certifying the approval of the application by the applicant's governing body before receipt of awards; and

WHEREAS, the City of San Fernando will receive funds or services to assist in the implementation of the proposed project.

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

SECTION 1. The receipt of an award for the Sustainability Planning Grant Program ("Grant") is hereby approved.

SECTION 2. The Mayor and the City Manager, as appropriate under the San Fernando Municipal Code and the terms of the Grant, are authorized to execute such instruments as may be necessary to effectuate City's approval and acceptance of the Grant and bind the City to the terms and conditions contained therein. The foregoing notwithstanding, nothing in this Resolution shall obligate the City to expend any specified monetary sums without the prior approval of the City Council.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED, AND ADOPTED this 6th day of May, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of May, 2019, by the following vote to it:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

Southern California Association of Governments

2018 Sustainable Communities Program

Parking Management, Pricing & Reduction
Strategies Application

Agency Name: City of San Fernando

Project Name: San Fernando Citywide Parking Management Master Plan (PMMP)



sustainability
PROGRAM



Parking Management, Pricing and Reduction Strategies

Modern on-site minimum parking requirements are routinely structured to ensure free parking is provided at the end of each leg of every vehicle trip, often without regard for the difficulty of providing that parking, its cumulative impacts on land use, or the disproportionate subsidy to drivers relative to other modes of transportation. Older commercial corridors face practical physical limitations in accommodating new minimum off-street parking. These limitations compel business owners to establish cumbersome off-site parking leases and detailed covenants, and parking variances are often needed. In other instances, commercial structures remain vacant or under-utilized despite an abundance of parking in the surrounding area, and neighborhood districts fail to provide the level of activity and amenities that adjacent residential communities could support.

This project will provide the applicant with critical parking and land use related analysis and recommendations for reducing future parking requirements to support revitalization, traffic reduction, and maximization of transit infrastructure. The resulting utilization study and implementation recommendations will position the applicant to advance modified requirements for specific study areas or city-wide for smaller jurisdictions. Special attention will also be paid to the need for pick-off/drop-off zones to accommodate ridehailing services and future automated taxi modes. In particular, the analysis will better link transportation and land use decision making in specific districts as they evolve into vibrant, walkable residential and commercial areas.

The following products and services will be provided for up to five (5) jurisdictions:

- Parking Utilization and Pick-up/Drop-off Studies
- Parking Standards Recommendation Report
- Parking Meter Pricing Recommendation Report
- Maps and visualizations
- Draft model ordinance to modify parking minimums for select districts or city-wide
- Stakeholder engagement at a community workshop
- Funding and implementation strategies

Project Information

A. General Information

Project Name: San Fernando Citywide Parking Management Master Plan (PMMP)
 Agency Name: City of San Fernando
 Street Address: 117 Macneil Street
 City: San Fernando State: CA Zip: 91340
 County: Los Angeles Sub-region or COG: San Fernando Valley COG
 Project Manager: Timothy Hou
 Title: Director of Community Development
 Email: thou@sfcity.org Phone: 818-898-7316
 Addl. Contact: Alexander P. Meyerhoff
 Title: City Manager
 Email: ameyerhoff@sfcity.org Phone: (818) 898-1202

B. Project Details

If your agency is submitting multiple applications, please prioritize them below.

Number of Applications Submitted:	<u>1</u>	Priority of this Application (Ex. 1 of 3):	<u>1 of 1</u>
-----------------------------------	----------	--------------------------------------------	---------------

If your application includes any sub-applicants, please list them here and identify their roles.

Agency:	_____	Role:	_____
Contact:	_____		
Title:	_____		
Email:	_____	Phone:	_____
Agency:	_____	Role:	_____
Contact:	_____		
Title:	_____		
Email:	_____	Phone:	_____
Agency:	_____	Role:	_____
Contact:	_____		
Title:	_____		
Email:	_____	Phone:	_____
Agency:	_____	Role:	_____
Contact:	_____		
Title:	_____		
Email:	_____	Phone:	_____

Application: Parking Management, Pricing and Reduction Strategies

A. Project Need (Total 50 points)

1. Readiness (15 points)

- a. Please describe how the selected project will be applied in your jurisdiction, and the proposed project area. Will the project be conducted in a specific study area, or jurisdiction-wide? Describe how the area would benefit from the selected project.

Open-Ended (1500 Character Limit)
<p>The City of San Fernando (see Map 1) lacks a jurisdiction-wide Parking Management Master Plan (PMMP) and greatly needs one. The benefits of a PMMP includes identifying the parking management strategies ideal for this 2.4 square mile City to implement active parking management and smart growth practices it needs to increase sharing and intensity of use of all available parking within the downtown and civic areas.</p> <p>Now, more than ever, the City needs a PMMP to make better use of parking resources and avoid overbuilding parking in anticipation of Los Angeles County Metropolitan Authority (Metro) constructing the East San Fernando Valley Light Rail (ESFVLR) project and development of the ESFVLR station at 1st Street and Maclay Avenue in the City's downtown and civic corridors, and one at the Sylmar/San Fernando Metrolink station (see Map 2).</p> <p>In addition, the City will begin implementation of their transit-oriented development plans outlined in the 2017 San Fernando Corridors Specific Plan (SFCSP), which was awarded SCAG's "Against All Odds Award," and the San Fernando Transit Oriented Development Overlay Zone Project (TODOZP).</p> <p>With a citywide PMMP, the City can make better informed decisions regarding parking development based on the economic, social, and environmental conditions as they move forward. This strategy will help the City transition from looking at parking as real estate to parking as a service that is responsive to the needs of each affected neighborhood or corridor.</p>

Points	Readiness	Score
8-10 Points	Applicant clearly describes how the selected project will benefit the selected project area.	For Reviewer Only
4-7 Points	Applicant somewhat describes how the selected project will benefit the selected project area.	For Reviewer Only
0-3 Points	Applicant does not clearly describe how the selected project will benefit the selected project area.	For Reviewer Only

- b. What previous sustainability work has been completed that makes your agency well-situated to utilize the produced deliverables? Please reference specific planning efforts, ordinances, projects, and programs.

Open-Ended (1500 Character Limit)
<p>The previous sustainability work completed by the City includes their partnership with Metro to bring the ESFVLR project to the City by 2027. Also, in 2018, the City installed Electric Vehicle Charging Stations (EVCS) in five city-owned parking lots and updated related policies as a proactive step towards reducing their carbon footprint and supporting the State's goal of 1.5 million electric cars on the road by 2025.</p> <p>In addition, the City adopted the SFSCP and TODOZP to create a walkable, mixed-use, multi-modal environment that accommodates job, housing and retail centers within ½ mile of the Metrolink Station and future ESFVLR stations. The City has also updated their General Plan Housing, Circulation, and Land Use Elements to include sustainable elements in planning processes like the SFSCP, TODOZP and the ESFVLR Alternatives Analysis. In 2018, the City adopted a Safe and Active Streets Plan, combining Active Transportation/Safe Routes to School to construct new bike lanes and pedestrian crossings, and improve traffic flows.</p> <p>These projects, plans, and updated ordinances/policies, provide the framework to implement smart growth strategies including mixed use/compact design, increase affordable housing inventory, commercial stabilization, business retention/expansion, transit prioritization/accessibility, transportation demand management, safer pedestrian and bicycle circulation, and more efficient and, potentially, profitable parking management.</p>

Points	Readiness	Score
4-5 Points	Applicant has completed significant work in support of the selected project.	For Reviewer Only
2-3 Points	Applicant has completed limited work but provides justification for how the Applicant is well-situated to complete the selected project.	For Reviewer Only
0-1 Point	Applicant has no supportive plans in place and presents little justification for how the Applicant is well-situated to complete the selected project.	For Reviewer Only

2. Sustainability (20 points)

- a. Describe how the selected project will encourage sustainability and implementation of strategies described in [Chapter 5 of the 2016 RTP/SCS](#) in your particular jurisdiction. How will the prescribed project result in reduced GHG emissions? Specifically, how will a parking management plan reduce VMT, increase sustainable development patterns, and incentivize alternatives to single occupant automobile use?

Open Ended (2000 Character Limit)
<p>This project will encourage sustainability and implementation of Transportation Strategies described in Chapter 5 of SCAG's 2016 RTP/SCS. Specifically, a PMMP is a key element to expand and encourage the implementation of Transportation Demand Management (TDM) strategies. In addition, better parking management will support SCAG's Transportation Systems Management (TSM) strategy and SCAG's Integrated Corridor Management (ICM) sub-strategy as outlined on page 87 of the RTP/SCS.</p> <p>Efficient parking management strategies can reduce the number of single-occupancy vehicles (SOVs) trips by encouraging the use of other modes of travel including local transit, regional rail, bicycling and walking, which is a main area of focus as outlined on page 86 of the RTP/SCS.</p> <p>It is anticipated that a PMMP will contribute to a measurable reduction in GHG emissions in the project area by encouraging travel mode shifts and promoting EV and CNG vehicle use. This goal can be achieved by providing preferential parking and/or parking subsidies for carpooling, promoting existing Guaranteed Ride Home programs, and integrating mobility hubs and first/last mile strategies as outlined on page 86 of the RTP/SCS. Furthermore, to increase EV use, the PMMP will most likely include recommendations to expand the number of charging stations throughout the city. Also, the PMMP may recommend use of innovative technology for on-street and public parking lot availability mapping and guidance, which would reduce idling or time driving to search for parking.</p> <p>The City has worked to position itself for sustainable development with their SFSCP and TODOZP. Also, they have updated their Housing, Circulation and Land Use Elements. A PMMP will complement the City's efforts and allow them to play a significant role as a partner to SCAG in implementing strategies to reduce GHGs and VMT's, increase sustainable TOD development patterns, and incentivize alternatives to single occupant automobile use.</p>

Points	Sustainability	Score
8-10 Points	Applicant clearly describes how the selected project will result in implementation of the specific strategies from the 2016 RTP/SCS, and reduced GHG emissions.	For Reviewer Only
4-7 Points	Applicant generally describes how selected project will result in implementation of strategies from the 2016 RTP/SCS.	For Reviewer Only

0-3 Points	Applicant describes in vague terms how the proposed project will result in implementation of strategies from the 2016 RTP/SCS.	For Reviewer Only
------------	--------------------------------------------------------------------------------------------------------------------------------	-------------------

- b. Describe any obstacles that discourage sustainable development and VMT reductions (Ex. restrictive plans or zoning, lack of public engagement, etc.). Provide existing strategies to address these obstacles.

Open Ended (2000 Character Limit)
<p>Obstacles that discourage sustainable development and VMT reductions currently include possible delays in completing the ESFVLR project. Even though this project is fully funded, there is a possibility for unforeseen delays. Although the City cannot control delays with the ESFVLR project, the City can control moving forward with their projects that are peripheral to the ESFVLR project.</p> <p>Another obstacle is a lack of a PMMP to implement innovative parking strategies, maximize potential of existing parking, and reduce the chance of over building. A PMMP will identify strategies that are right for their community, such as shifting from parking as serving a single use to parking as "shared parking". Shared parking encourages different land uses to use the same parking spaces at different times of the day. To overcome this obstacle, the City has launched a data collection project that will provide a data-driven basis to inform the development of a PMMP.</p> <p>As the City moves forward with their projects, other obstacles they could encounter include a lack of public participation, push-back from local businesses, outdated policies, and lack of updated or specific planning documents; however, the City has already been proactive with addressing several of these issues.</p> <p>To engage the public, the City will leverage partnerships with external stakeholders and reach out directly through social, digital and print media, public presentations and peer-to-peer networks.</p> <p>To mitigate any push-back from local businesses, the City will leverage relationships with the Downtown Business Assoc. and Chamber of Commerce to engage local business owners and garner feedback regarding parking needs for employees and customers.</p> <p>To address policy obstacles, the City has developed specific plans and updated zoning codes and ordinances. Also, the City has worked with Metro to align strategies, policy and planning frameworks to encourage sustainable development and reduce GHGs and VMTs.</p>

Points	Sustainability	Score
8-10 Points	Obstacles are identified and reasonable strategies are provided to address the issues identified.	For Reviewer Only
4-7 Points	Obstacles are mentioned but strategies for addressing the issues are unreasonable or not provided.	For Reviewer Only
0-3 Points	Obstacles are mentioned in vague terms but strategies for addressing the issues are unreasonable or not provided.	For Reviewer Only

3. Resource Need (10 points)

Describe how the selected project will help address resource constraints. Cite examples of past instances when sustainability and climate action efforts have not been carried through due to lack of resources (Ex. grant applications not attempted, development projects discouraged, planning efforts abandoned).

Open Ended (1500 Character Limit)
<p>This project will help the City identify resource constraints and viable, sustainable solutions. As previously stated, the City has faced financial and political challenges and didn't have the staffing and fiscal resources to implement smart growth strategies including proper parking management.</p> <p>Case in point, before their financial crisis, the City had two full-time and two part-time staff for parking management and planning. After making budget and staff reductions, the City had only two part-time staff to manage parking resources. As a result, the City has not been able to complete planning efforts around parking management in preparation for the completion of the ESFVLR project and implementation of their SFSCP and TODOZP plans.</p> <p>Unfortunately, the City is no longer able to delay developing a PMMP since Metro has now has the more than \$300 million in funding needed to move forward with constructing the ESFVLR and San Fernando station. The City is concerned that without a PMMP in place ahead of the completion of the ESFVLR, which is expected to be completed by 2027, the City will not be able to align completion of their parking projects within Metro's timeline or take advantage of economies of scale.</p>

Points	Resource Need	Score
9-10 Points	Description clearly describes resource constraints that have led to specific instances in which the jurisdiction chose to not pursue sustainable development or climate action efforts in the past.	For Reviewer Only
7-8 Points	Description describes resource constraints that have led to general instances in which the jurisdiction chose to not pursue sustainable development or climate action efforts in the past.	For Reviewer Only
5-6 Points	Description describes resource constraints in vague terms, and only provides a weak link to general instances in which the jurisdiction chose to not pursue sustainable development or climate action efforts in the past.	For Reviewer Only
3-4 Points	Description only describes in vague terms how resource constraints have impacted sustainability or climate action efforts.	For Reviewer Only
0-2 Points	Description only vaguely describes resource constraints.	For Reviewer Only

4. Disadvantaged Communities (5 points)

- a. Applicants shall show how their project benefits a disadvantaged community using one of the methodologies outlined below. SCAG has calculated scores for each census tract based upon the available Disadvantaged Communities Definition that the applicant wishes to use (**Do not mix and match definitions, you must choose one**). The applicable definitions are defined in Appendix A below with the points given for each methodology. The points are based off of the scoring criteria for the 2019 Active Transportation Program as well as SCAG's Regional Disadvantaged Communities Definition.

SCAG has prepared citywide and census tract level scores for community wide projects which can be found on the [Sustainability Program](#) website. To calculate the final score for projects that do not cover an entire city, the applicant should use a weighted average based on the population of each census tract or schools used. To create a weighted average, multiply the score for each census tract/school by the population, add outcomes for all census tracts, and then divide by the total population for all census tracts/schools. ***If a tract does not meet a definition outlined in one of the methodologies below, it receives a score of 0.*** GIS shapefiles for all layers in the SCAG region can be found on [SCAG's Open Data Portal](#).

If your agency needs technical assistance to determine this percentage, please contact SCAG by 11/9/18.

i. Disadvantaged Community Methodology Chosen: CalEnviroScreen3.0

ii. Weighted Average Score: 1.0900

Points	Disadvantaged Communities – Severity	Score
4 Points	The weighted average score for the area the project covers is greater than 3.	For Reviewer Only
3 Points	The weighted average score for the area the project covers is greater than 2 and less than or equal to 3.	For Reviewer Only
2 Points	The weighted average score for the area the project covers is greater than 1 and less than or equal to 2.	For Reviewer Only
1 Points	The weighted average score for the area the project covers is greater than 0 and less than or equal to 1.	For Reviewer Only
0 Points	The average score for the area the project covers is 0.	For Reviewer Only

- b. Describe how the selected project will directly improve the quality of life for disadvantaged community members within or adjacent to the project area. Explain the steps you will take to ensure the project will not result in gentrification or displacement.

Open Ended (1500 Character Limit)
<p>A PMMP will directly improve the quality of life for this disadvantaged community, which has SCAG environmental justice score of 1.00 as compared to the City of LA with a score of 0.61. This project will provide the framework to minimize environmental, social and economic impacts of parking needs related to the completion of the ESFVLR stations and implementation of the San Fernando Specific Corridors plan projects. This includes reducing VMT's in the area by encouraging increased use of public transit, pricing parking facilities that will encourage more efficient use of these facilities and discouraging parking by commuters to overflow onto residential streets or in local business areas.</p> <p>In addition, by reducing VMT's, better parking management will reduce GHGs in the project area, thus improving air quality. Also, encouraging use of local public transit will create a shift to active transportation modes, including walking and cycling, and have a positive affect on public health outcomes, including reducing obesity rates and improving physical activity.</p> <p>Although the City does not yet have a specific policy regarding displacement or gentrification, they are committed to following Metro's lead which has very explicit policies regarding this issue as outlined in the ESFVLR Alternatives Analysis. Finally, the scope of this proposed project has no anticipated negative impact upon existing housing units or businesses, and therefore, will not cause displacement or gentrification.</p>

Points	Disadvantaged Communities – Direct Benefit	Score
1 Point	The project will clearly benefit disadvantaged community members and the applicant has provided a reasonable justification of the steps that will be taken to prevent gentrification and displacement.	For Reviewer Only
0 Points	The project will not benefit a Disadvantaged Community.	For Reviewer Only

B. Project Goals, Objectives and Outcomes (Total 35 pts)

1. **Execution** (5 points)

How will the selected deliverables support your agency's current and planned directives, policies, goals and objectives? Please provide specific examples.

Open Ended (1500 Character Limit)
<p>This project will support the City's current and planned goals and objectives to revitalize the downtown and civic corridors between the two ESFVLR stations. A PMMP will support sustainable management and utilization of existing parking, identify opportunities for innovative alternatives to overbuilding new parking, and improve/promote walkability, which will encourage further downtown development to bring in high quality restaurants, retail stores, and entertainment.</p> <p>This project will provide a comprehensive and data-driven basis for seeking additional resources to address parking management including a lack of security, lighting, technology and maintenance of public parking lots. In addition, the project will provide a data-driven basis for planning the replacement of stolen or broken parking meters, which optimizes existing parking. In addition, the planning process will provide an accurate picture of existing parking and how more efficient use of existing parking can accommodate carpooling by area employers, maximize transit-oriented development and promote in-lieu or reduced parking options.</p> <p>A PMMP will provide the framework to better manage supply, price, and regulation of parking inventory. This project will support the City's goals to manage parking more efficiently, possibly reduce parking supply needed, support an increase in land use intensity and mix of uses, and improve bike/pedestrian network connectivity to the downtown, civic and ESFVLR station areas.</p>

Points	Execution	Score
3-5 Points	Applicant identifies specific goals and objectives recognized by the agency that the selected project deliverables will support.	For Reviewer Only
0-2 Points	Applicant identifies vague goals and objectives and fails to link them to the selected project deliverables.	For Reviewer Only

2. **Implementation** (20 points)

- a. Describe in detail how the jurisdiction intends to implement the strategies in the final deliverable. Address potential procedural steps the jurisdiction will take, both internally and with any external agencies or stakeholders. Please identify possible legally required steps, or city council / board actions. ***Note the next question will ask about funding and operational needs.***

Open Ended (2000 Character Limit)
<p>The first procedural step the City must take to implement the strategies in the final deliverable, is for the Council to formally adopt the PMMP. Once the PMMP is adopted, the City will contract with a project management consulting firm to kick-off implementation of strategies identified in the PMMP. Throughout the implementation process, the project team will meet all legally required reporting with City Council and relevant commissions and departments.</p> <p>Although the City has already updated several policies to encourage sustainable planning, the project team will identify and strengthen any additional policy changes needed to move forward PMMP projects. Such changes may include increasing density ratios, amending zoning to accommodate mixed-uses and encouraging transit-oriented development around the new ESFVLR stations while minimizing traffic and parking impacts on local neighborhoods, streets and parking resources.</p> <p>Next the project team will create and implement a stakeholder engagement plan for internal and external agencies and/or stakeholders to maintain support for the project(s) identified in the PMMP. The key to the City's engagement plan is to disseminate communications and messaging consistently throughout the planning and implementation process.</p> <p>Finally, the City has already begun a data collection project that will inform the development of a PMMP. This study is currently under way and is being conducted by the Parking Company of America and will provide a data-driven basis for future planning efforts as well.</p>

Points	Implementation	Score
9-10 Points	Applicant provides detailed description of how the final deliverable will be implemented with specific steps and examples.	For Reviewer Only
6-8 Points	Applicant provides general description of how recommendations will be developed but next steps are not as clearly detailed.	For Reviewer Only
3-5 Points	Applicant provides vague description of how recommendations will be developed and next steps are not detailed.	For Reviewer Only
0-2 Points	Applicant provides vague description of how recommendations will be developed and next steps are lacking.	For Reviewer Only

- b. Describe in detail funding gaps, and operational capacity needed to fully implement the plans, both internally and with any external stakeholders. Address how the city plans to work with partners to seek funding, and/or address any capacity limitations.

Open Ended (2000 Character Limit)
<p>Currently, there are funding gaps to support maintenance, enhance safety, and increase customer service around parking facilities and services. In addition, there are funding gaps to improve street and parking lot signage for consistency with design standards. Currently signage is faded or missing and posted hours' restrictions are obsolete or impractical for current parking needs and trends. Therefore, there is strong interest and need for revenue generation from the City's public lots to improve maintenance, enhance safety, and increase customer service.</p> <p>To that end, the City will have concluded an initial parking lot management study conducted by Parking Company of America (PCA) Management by the end of 2018. In addition, the City plans to have already commenced revenue generation at one or more additional lots beyond just the one, Lot 6N (see Map 3), at which they currently charge and enforce parking fees, to help fill funding gaps. Moreover, the City plans to outsource management of these lots to a parking management firm to increase the potential revenue.</p> <p>Also, the City is contemplating seeking public-private partnerships or municipal bond issuance to build any new parking facilities and address any capacity limitations. Another strategy the City is considering is to partner with their waste hauler, Republic Services, to align trash pick-up days with street sweeping days. This strategy may reduce the need for duplicative enforcement services and avoid eliminating street parking more than one day a week as is done currently.</p> <p>Finally, gaps in operational capacity are being addressed now so that the City will be in a stronger position to fully implement the PMMP and its proposed projects. As the City recaptures lost revenue from parking enforcement efforts, forge public-private partnership and continue to apply and receive grant funding, their operational capacity will strengthen, thus ensuring proper and successful implementation of the PMMP.</p>

Points	Implementation	Score
9-10 Points	Applicant provides detailed description of implementation barriers, identifies specific solutions, and documents supportive implementation partners.	For Reviewer Only
6-8 Points	Applicant provides a general description of implementation barriers, and solutions, and identifies implementation partners in vague terms.	For Reviewer Only
3-5 Points	Applicant provides a vague description of implementation barriers, identifies only general solutions, and fails to identify implementation partners.	For Reviewer Only
0-2 Points	Applicant provides only a vague description of implementation barriers, fails to identify solutions, or to identify implementation partners.	For Reviewer Only

3. Project Engagement (5 points)

- a. How has the agency built internal support for the selected project? How has the agency council or board expressed support? If little or no support has been built to date, please describe how the agency will build internal support.

Open Ended (1500 Character Limit)
<p>There is strong internal support for this project already in place as evidenced by the work done to date to prepare for developing a PMMP. So far, city staff and Council have worked together to update relevant General Plan Elements, zoning codes and land use designations to promote more sustainable development and parking management in anticipation of the construction of the ESFVLR stations and implementation of the SFSCP and TODOZP projects.</p> <p>Also, City Council approved funding a data collection study of their parking inventory to identify gaps related to the ESFVLR stations and SFSCP and TODOZP projects. This study will inform development of the PMMP and recommendations for projects that will minimize the impact the ESFVLR, SFSCP and TODOZP projects will have on the residential, businesses and civic center areas.</p> <p>Staff from police, public works, and planning is also supportive of this project. In 2016, staff from these departments worked to launch a smart meter pilot program around the civic center area. The pilot program was a success and the city has rolled out the first phase of a city-wide initiative. Expanding the smart meter program city-wide will depend upon the development of a PMMP of which all internal stakeholders are extremely interested in completing. Once the City has an adopted PMMP, they can move forward with completing the parking meter program and initiate other parking management strategies in residential, commercial and retail areas as appropriate.</p>

Points	Project Engagement	Score
4-5 Points	Applicant describes the internal support already built for the project.	For Reviewer Only
2-3 Points	Applicant does not describe internal support already built for the project but describes how the agency will built support.	For Reviewer Only
0-1 Points	Applicant does not describe how internal support for the selected project has already been built and does not describe how internal support will be built.	For Reviewer Only

4. Stakeholder Participation (5 Points)

Please describe the major external project stakeholders. Describe any previous outreach that has been done to these project stakeholders related to the selected project topic. If there has not been outreach related to this project, please describe outreach strategies that have been successful with these stakeholders in the past.

Open Ended (1500 Character Limit)
<p>The City has very strong relationships with stakeholders for various projects and programs and will leverage those partnerships for this project as well. Specifically, staff has met with the Downtown Mall Association and Chamber of Commerce to discuss and garner support for the City's goals for creating a citywide PMMP.</p> <p>The Downtown Mall Association and Chamber of Commerce had significant involvement in the planning process to develop the SFSCP and TODOZP. Members of the Association and Chamber were engaged to provide input regarding economic development and retention strategies, which included parking management for employees and customers alike.</p> <p>In addition, the City has a Transportation and Safety Commission, which is a citizen commission that meets regularly and parking is one of their biggest areas of focus. The City will work with this commission to garner feedback and support throughout the planning process, as well as inform the broader public about the project and project goals and outcomes.</p> <p>Finally, TreePeople is a community-based nonprofit organization working with the City to implement urban greening strategies to reduce greenhouse gases in and around the City. Specifically, TreePeople is currently working with the City's Public Works department to develop a greenscape plan focused on multi-benefit landscaping improvements for the City's Parking Lot 4 (see Map 3).</p>

Points	Stakeholder Participation	Score
4-5 Points	Applicant has identified external project stakeholders and has completed outreach activities with stakeholders.	For Reviewer Only
2-3 Points	Applicant has identified external project stakeholders and has completed little or no outreach to date but identifies opportunities for future outreach.	For Reviewer Only
0-1 Point	Applicant has identified no external stakeholders, complete no outreach to date, and does not identify opportunities for future outreach.	For Reviewer Only

C. Partnerships and Leveraging (Total 15 points)

1. Jurisdiction Resources (10 pts)

What existing projects and/or programs are currently underway at the agency that will supply and/or help build support for the selected project?

Open Ended (1500 Character Limit)
<p>Metro's ESFVLR project is the greatest driver in building support for this proposed project. To date, internal stakeholders have worked to update local policies, zoning and codes to remove such barriers to implementing the SFSCP or TODOZP. These policy changes and planning documents will guide the development around the downtown, civic and station areas with mixed use and better connectivity between active transportation choices and the ESFVLR station.</p> <p>Another existing project underway is a data collection study conducted by PCA. This study will assess the downtown parking inventory, number of spaces currently available at no cost, and the revenue potential the City could generate. A second study will be commissioned by the City's public works department that will assess the parking inventory citywide to augment the PCA study and give a broader picture of the revenue and operational potential.</p> <p>Finally, the City has completed the smart meter pilot program and moved on to implement Phase 1 of an initiative to install smart meters around the civic center. The next phase of this project will install smart meters citywide but the City needs the PMMP to inform implementation of the final phase. The City has also implemented the first phase of installing EV chargers in parking lots and updating supporting policies. The City intends to install EV charging stations throughout the city where it makes sense to support the State's goal of getting 1.5 million electric cars on the road by 20</p>

Points	Jurisdiction Resources	Score
8-10 Points	Applicant clearly describes relevant projects and/or programs underway and clearly explains how they will support the selected project.	For Reviewer Only
5-7 Points	Applicant somewhat describes relevant projects and/or programs underway and somewhat explains how they will support the selected project.	For Reviewer Only
3-4 Points	Applicant does not clearly describe projects and/or programs underway but provides justification as to how the selected project is supported.	For Reviewer Only
1-2 Points	Applicant does not clearly describe projects and/or programs underway and does not explain how they will support the selected project.	For Reviewer Only

2. **Stakeholder Support** (5 pts)

What are the biggest challenges in getting and maintaining support from critical internal and external stakeholders? How can these challenges be mitigated?

Open Ended (1500 Character Limit)
<p>In the past, the biggest challenge in getting and maintaining support from critical internal stakeholders was a lack of staffing/fiscal resources, but the City is in a stronger position to move forward on long overdue projects including developing a PMMP. The City's internal stakeholders, which include City Council, staff and leadership in public works, community development, planning and the police department, recognize the need to now move forward on this project and the benefits the City will realize once completed and implemented.</p> <p>Although the City has excellent relationships with several external stakeholders, including the City's Transportation and Safety Commission, Planning and Preservation Commission, LA County Metro, San Fernando Real Estate Network, and TreePeople; the City will work to ensure public participation by leveraging partnerships with these stakeholders, as well as the Downtown Business Assoc. and Chamber, to engage the broader community.</p> <p>In addition, the City will reach out directly to the broader community through social, digital and print media, public presentations and peer-to-peer networks. Moreover, the City will solicit public input through paper/online surveys, public workshops, key informant interviews and community meetings. Finally, the City often partners with LAUSD to distribute information, including sending flyers home, posting on each school's Website, messaging through ConnectED reverse-call system and PTA/PTO newsletters.</p>

Points	Stakeholder Support	Score
4-5 Points	Applicant identifies challenges and offers clear mitigation strategies to gain and maintain stakeholder support.	For Reviewer Only
2-3 Points	Applicant identifies challenges but does not offer clear mitigation strategies to gain and maintain stakeholder support.	For Reviewer Only
0-1 Point	Applicant does not identify challenges and does not offer clear mitigation strategies to gain stakeholder support.	For Reviewer Only

Attachment 1

Scoring Matrix

Reviewer's Name: _____
 Agency: _____
 Phone Number: _____
 Email: _____

Scoring Matrix	Sub-question	Possible	Total Received
Topic 1: Project Need		50 Points	
Readiness	1	15	
Sustainability	2	20	
Resource Need	3	10	
Disadvantaged Communities	4	5	
Topic 2: Project Goals, Objectives and Outcomes		35 Points	
Execution	1	5	
Implementation	2	20	
Project Engagement	3	5	
Stakeholder Participation	4	5	
Topic 3: Partnerships and Leveraging		15 Points	
Jurisdiction Resources	1	10	
Stakeholder Support	2	5	
		Final Score	

Reviewer's Notes

Signature: _____ Date: _____

Application Signature Page

Please print, sign, and scan this page in PDF format.

Agency Name City of San Fernando

Project Name San Fernando Citywide Parking Management Master Plan (PMMP)


Project Type Parking Management Plan

Authorizing Signature – Applicant

Name (City Manager or Equivalent): Alexander P. Meyerhoff

Title: City Manager

Phone Number: (818) 898-1202 **Email:** ameyerhoff@sfcity.org

Signature:  **Date:** 11/15/2018

Authorizing Signature – Sub-Applicant

Name (City Manager or Equivalent): _____

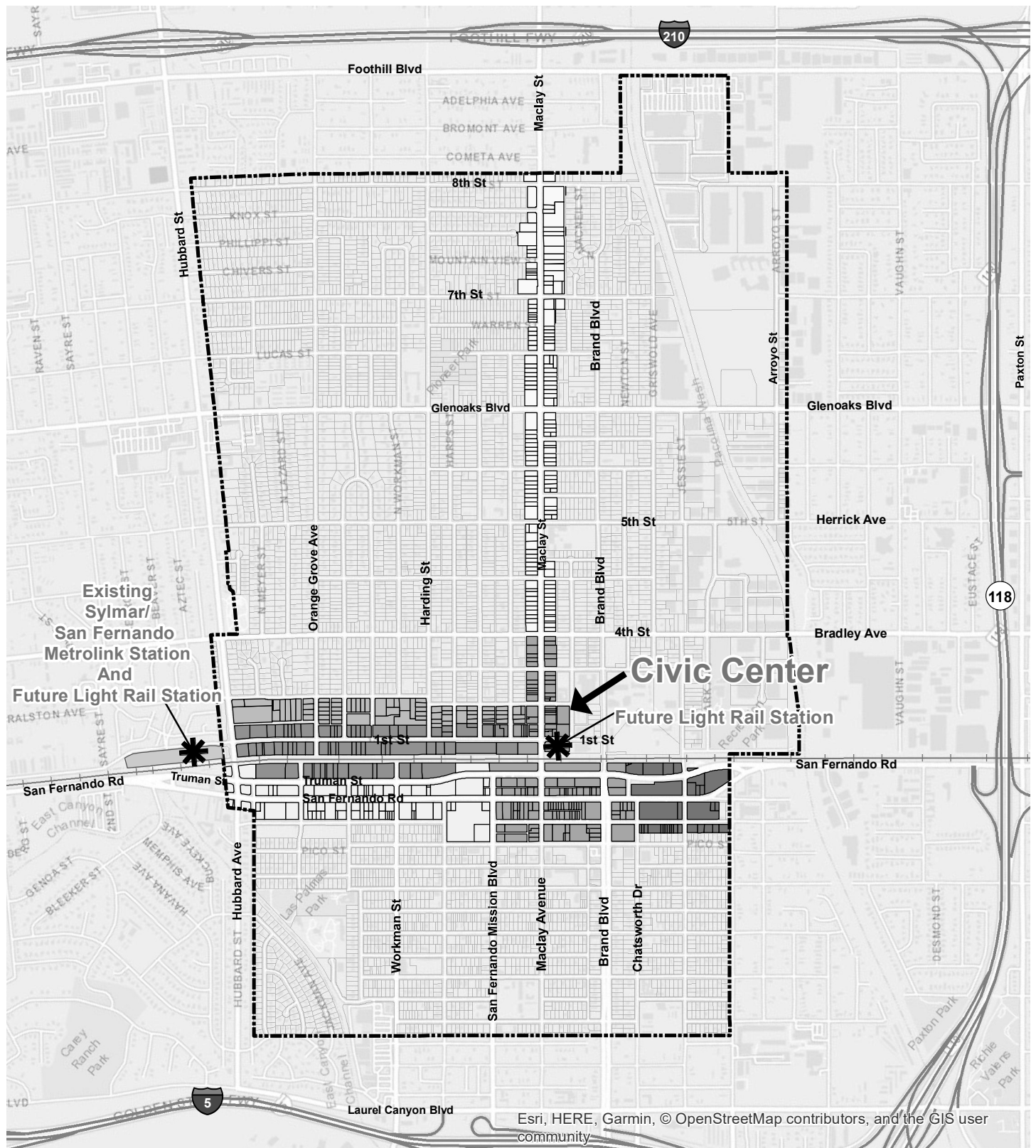
Title: _____

Phone Number: _____ **Email:** _____

Signature: _____ **Date:** _____



San Fernando Specific Plan Districts



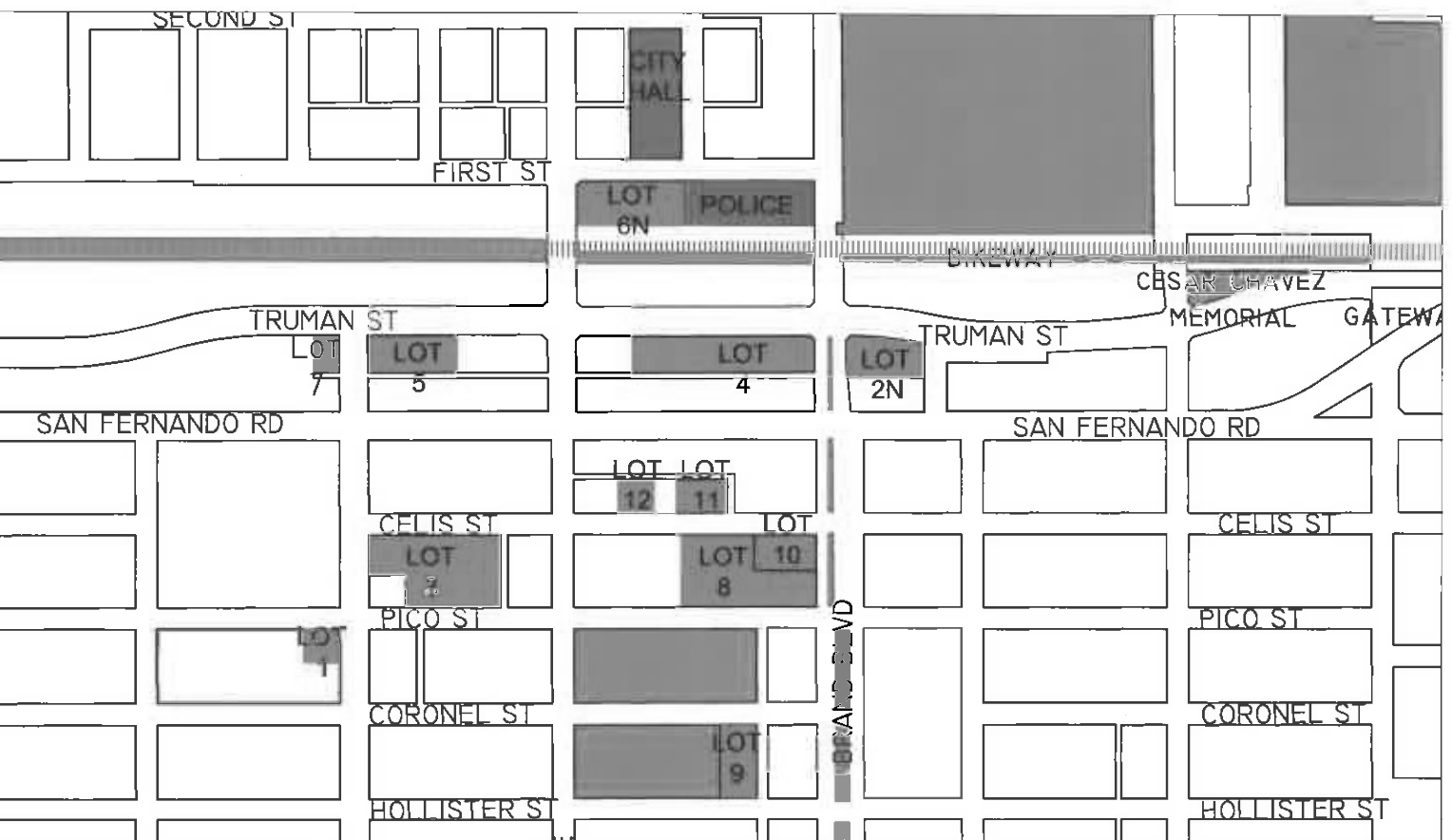
- | | | |
|-------------------------------|-------------------------------|-------------------------------------------|
| Maclay District | Auto Commercial District | Future Light Rail Station |
| Downtown District | General Neighborhood District | Metrolink - Antelope Valley Line |
| Mixed Use Commercial District | Workplace Flex District | Proposed Parking Management Plan Boundary |

0 0.25 0.5 Miles



Map 3

City of San Fernando Public Parking Lots



Scale
1:500

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: May 6, 2019

Subject: Open Streets Event Status Update

RECOMMENDATION:

It is recommended that the City Council receive and file this Open Streets event status update.

BACKGROUND:

1. On March 31, 2018, the City successfully implemented the San Fernando Street Festival, which was one of Los Angeles County Metropolitan Transportation Authority's (Metro) Open Streets Cycle Two events, and where thousands of community members congregated over three miles of City streets.
2. On June 4, 2018, the City Council authorized preparation and submittal of an application to the Metro Open Streets Grant Program Cycle Three to fund a second San Fernando Street Festival.
3. On September 27, 2018, the Metro Board selected the City of San Fernando as one of the host cities for an Open Streets Cycle Three event. The City was awarded \$144,000 to implement the program.
4. On November 21, 2018, City staff circulated a Request for Proposal (RFP) to solicit Project Management Services for the Open Streets event. The RFP due date was December 19, 2018. There were no replies to the RFP.
5. On January 7, 2019, staff recirculated the RFP targeting vendors specializing in conducting Open Streets and CicLAvia events. Once again there were no proposals submitted for the RFP.
6. On April 15, 2019, staff reached out to Utopia Worldwide and met with Valley Care Community Consortium (VCCC) to discuss the Open Streets event and the prospect of assuming at least a portion of the management responsibilities for the event. VCCC staff

Open Streets Event Status Update ReportPage 2 of 3

expressed interest and stated they would submit a proposal shortly. Utopia Worldwide, however, withdrew from consideration stating their services did not include marketing nor community outreach.

ANALYSIS:

The first San Fernando Street Festival on March 31, 2018 was a huge success. The event brought together local businesses, community groups, and organizations that serve the Northeast San Fernando Valley. An estimated 10,000 people participated in the festivities and received information from the 68 vendors lining the 3.2-mile course. The event also provided a conduit to celebrate the rich cultural heritage of the City with live entertainment, dance performances, and art exhibitions. The San Fernando Street Festival reconnected neighbors, sparked local business, and educated the public on alternative modes of transportation.

The success of the San Fernando Street Festival encouraged staff to apply for Metro's Open Streets Cycle Three Grant Program to fund the San Fernando Street Festival – Nocturnal Ride event, which was proposed for November 2, 2019 to coincide with the City's Dia de los Muertos/5K event. In late fall of 2018, Metro notified the City that San Fernando's Open Streets event was selected for funding and awarded \$144,000 to offset the total estimated event cost of \$180,000.

Staff circulated an RFP on November 21, 2018, to obtain Program Management Services for the San Fernando Street Festival – Nocturnal Ride event. Unfortunately, no proposals were submitted by the December 19, 2018 deadline. A second attempt to acquire a firm's assistance was made on February 7, 2019. This time staff targeted firms whose core business are implementing Open Streets type events. The firms included: Alta Planning + Design, CicLAvia, Community Arts Resources (CARS) and Bikes San Gabriel Valley. Regrettably, none of the targeted companies submitted a bid.

The lack of interest in the San Fernando Street Festival was a concern. Staff reached out to the targeted firms to inquire their reasoning for not bidding on the project. Both emails and direct calls were made, but only one firm, CARS, responded to the inquiry. CARS stated that they were overwhelmed managing events slated in 2019 and that the grant award the City received was insufficient to contract their services.

Subsequently, key City Personnel met on March 27, 2019, to develop a plan for implementing the San Fernando Street Festival - Nocturnal Ride. After extensive discussion, the consensus was to recommend postponing the event until May 2, 2020. The group also recommended that, in order to effectively manage the event, the 5K Run is removed from the activities. The Police Department will assume the responsibility to develop the event's safety plan, while the Department of Public Works will seek a contractor to implement a traffic management plan.

Open Streets Event Status Update ReportPage 3 of 3

The Recreation and Community Services Department (RCS) continued pursuing a contractor to assist with managing the marketing, community outreach, and programming components of the event. On April 15, 2019, RCS staff met with Utopia Worldwide and Valley Care Community Consortium (VCCC) to discuss these tasks and to request a proposal for their services. The meeting with VCCC was promising as they expressed interest in assuming the management responsibilities and stated they would submit a proposal shortly. Utopia Worldwide, however, withdrew from consideration stating their services did not include marketing nor community outreach.

BUDGET IMPACT:

The total cost of the San Fernando Street Festival – Nocturnal Ride program is \$180,000. Metro's grant towards the program is \$144,000, and a local match of \$36,000 would make up the difference. The local match can be in-kind services and supplies associated with project planning and oversight. Documentation of all staff costs, administrative expenses, permitting fees, supplies, and services are allowable as in-kind under the grant.

There will be no budget impact to the Fiscal Year (FY) 2018-2019 General Fund and there is no need to appropriate funds at this time. The expenditures for implementation will be allocated in the FY 2019-2020 budget cycle under the Capital Grants Fund - Recreation and Community Service Grants (Fund 010).

CONCLUSION:

It is recommended that the City Council receive and file this Open Streets event status update.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball City Manager
By: Richard Padilla, Assistant City Attorney

Date: May 6, 2019

Subject: Overview and Discussion Regarding Pending Senate Bill 50 (Wiener) Affecting Housing Development Incentives in the State of California

RECOMMENDATION:

It is recommended that the City Council receive and file, and provide direction for future discussion or City Council action.

BUDGET IMPACT:

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

ATTACHMENT:

A. Senate Bill 60 - Text

AMENDED IN SENATE MARCH 11, 2019

SENATE BILL

No. 50

Introduced by Senator Wiener

**(Coauthors: Senators Caballero, Hueso, Moorlach, ~~and Skinner~~
Skinner, and Stone)**

(Coauthors: Assembly Members Burke, *Diep, Fong*, Kalra, Kiley, Low,
Robert Rivas, Ting, and Wicks)

December 3, 2018

An act to *amend Section 65589.5 of, and to add Chapter 4.35* (commencing with Section 65918.50) to Division 1 of Title 7 of the Government Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

SB 50, as amended, Wiener. Planning and zoning: housing development: ~~equitable communities incentive; incentives.~~

Existing law, known as the Density Bonus Law, requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents.

This bill would require a city, county, or city and county to grant upon request an equitable communities incentive when a development proponent seeks and agrees to construct a residential development, as defined, that satisfies specified criteria, including, among other things, that the residential development is either a job-rich housing project or a transit-rich housing project, as those terms are defined; the site does

SB 50

— 2 —

not contain, or has not contained, housing occupied by tenants or accommodations withdrawn from rent or lease in accordance with specified law within specified time periods; and the residential development complies with specified additional requirements under existing law. The bill would require that a residential development eligible for an equitable communities incentive receive waivers from maximum controls on density and *minimum controls on* automobile parking requirements greater than 0.5 parking spots per unit, up to 3 additional incentives or concessions under the Density Bonus Law, and specified additional waivers if the residential development is located within a $\frac{1}{2}$ -mile or $\frac{1}{4}$ -mile radius of a major transit stop, as defined. The bill would authorize a local government to modify or expand the terms of an equitable communities incentive, provided that the equitable communities incentive is consistent with these provisions.

The bill would include findings that the changes proposed by ~~this bill~~ *these provisions* address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities. The bill would also ~~declare the intent of the Legislature to delay implementation of this bill~~ *these provisions* in sensitive communities, as defined, until July 1, 2020, as provided.

By adding to the duties of local planning officials, this bill would impose a state-mandated local program.

The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households or an emergency shelter unless the local agency makes specified written findings based on a preponderance of the evidence in the record. That law provides that the receipt of a density bonus is not a valid basis on which to find a proposed housing development is inconsistent, not in compliance, or not in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision of that act.

This bill would additionally provide that the receipt of an equitable communities incentive is not a valid basis on which to find a proposed housing development is inconsistent, not in compliance, or not in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision of that act.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

— 3 —

SB 50

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 65589.5 of the Government Code is
2 amended to read:

3 65589.5. (a) (1) The Legislature finds and declares all of the
4 following:

5 (A) The lack of housing, including emergency shelters, is a
6 critical problem that threatens the economic, environmental, and
7 social quality of life in California.

8 (B) California housing has become the most expensive in the
9 nation. The excessive cost of the state's housing supply is partially
10 caused by activities and policies of many local governments that
11 limit the approval of housing, increase the cost of land for housing,
12 and require that high fees and exactions be paid by producers of
13 housing.

14 (C) Among the consequences of those actions are discrimination
15 against low-income and minority households, lack of housing to
16 support employment growth, imbalance in jobs and housing,
17 reduced mobility, urban sprawl, excessive commuting, and air
18 quality deterioration.

19 (D) Many local governments do not give adequate attention to
20 the economic, environmental, and social costs of decisions that
21 result in disapproval of housing development projects, reduction
22 in density of housing projects, and excessive standards for housing
23 development projects.

24 (2) In enacting the amendments made to this section by the act
25 adding this paragraph, the Legislature further finds and declares
26 the following:

27 (A) California has a housing supply and affordability crisis of
28 historic proportions. The consequences of failing to effectively
29 and aggressively confront this crisis are hurting millions of
30 Californians, robbing future generations of the chance to call
31 California home, stifling economic opportunities for workers and
32 businesses, worsening poverty and homelessness, and undermining
33 the state's environmental and climate objectives.

SB 50

— 4 —

1 (B) While the causes of this crisis are multiple and complex,
2 the absence of meaningful and effective policy reforms to
3 significantly enhance the approval and supply of housing affordable
4 to Californians of all income levels is a key factor.

5 (C) The crisis has grown so acute in California that supply,
6 demand, and affordability fundamentals are characterized in the
7 negative: underserved demands, constrained supply, and protracted
8 unaffordability.

9 (D) According to reports and data, California has accumulated
10 an unmet housing backlog of nearly 2,000,000 units and must
11 provide for at least 180,000 new units annually to keep pace with
12 growth through 2025.

13 (E) California's overall homeownership rate is at its lowest level
14 since the 1940s. The state ranks 49th out of the 50 states in
15 homeownership rates as well as in the supply of housing per capita.
16 Only one-half of California's households are able to afford the
17 cost of housing in their local regions.

18 (F) Lack of supply and rising costs are compounding inequality
19 and limiting advancement opportunities for many Californians.

20 (G) The majority of California renters, more than 3,000,000
21 households, pay more than 30 percent of their income toward rent
22 and nearly one-third, more than 1,500,000 households, pay more
23 than 50 percent of their income toward rent.

24 (H) When Californians have access to safe and affordable
25 housing, they have more money for food and health care; they are
26 less likely to become homeless and in need of
27 government-subsidized services; their children do better in school;
28 and businesses have an easier time recruiting and retaining
29 employees.

30 (I) An additional consequence of the state's cumulative housing
31 shortage is a significant increase in greenhouse gas emissions
32 caused by the displacement and redirection of populations to states
33 with greater housing opportunities, particularly working- and
34 middle-class households. California's cumulative housing shortfall
35 therefore has not only national but international environmental
36 consequences.

37 (J) California's housing picture has reached a crisis of historic
38 proportions despite the fact that, for decades, the Legislature has
39 enacted numerous statutes intended to significantly increase the

— 5 —

SB 50

1 approval, development, and affordability of housing for all income
2 levels, including this section.

3 (K) The Legislature's intent in enacting this section in 1982 and
4 in expanding its provisions since then was to significantly increase
5 the approval and construction of new housing for all economic
6 segments of California's communities by meaningfully and
7 effectively curbing the capability of local governments to deny,
8 reduce the density for, or render infeasible housing development
9 projects and emergency shelters. That intent has not been fulfilled.

10 (L) It is the policy of the state that this section should be
11 interpreted and implemented in a manner to afford the fullest
12 possible weight to the interest of, and the approval and provision
13 of, housing.

14 (3) It is the intent of the Legislature that the conditions that
15 would have a specific, adverse impact upon the public health and
16 safety, as described in paragraph (2) of subdivision (d) and
17 paragraph (1) of subdivision (j), arise infrequently.

18 (b) It is the policy of the state that a local government not reject
19 or make infeasible housing development projects, including
20 emergency shelters, that contribute to meeting the need determined
21 pursuant to this article without a thorough analysis of the economic,
22 social, and environmental effects of the action and without
23 complying with subdivision (d).

24 (c) The Legislature also recognizes that premature and
25 unnecessary development of agricultural lands for urban uses
26 continues to have adverse effects on the availability of those lands
27 for food and fiber production and on the economy of the state.
28 Furthermore, it is the policy of the state that development should
29 be guided away from prime agricultural lands; therefore, in
30 implementing this section, local jurisdictions should encourage,
31 to the maximum extent practicable, in filling existing urban areas.

32 (d) A local agency shall not disapprove a housing development
33 project, including farmworker housing as defined in subdivision
34 (h) of Section 50199.7 of the Health and Safety Code, for very
35 low, low-, or moderate-income households, or an emergency
36 shelter, or condition approval in a manner that renders the housing
37 development project infeasible for development for the use of very
38 low, low-, or moderate-income households, or an emergency
39 shelter, including through the use of design review standards,

SB 50

— 6 —

1 unless it makes written findings, based upon a preponderance of
2 the evidence in the record, as to one of the following:

3 (1) The jurisdiction has adopted a housing element pursuant to
4 this article that has been revised in accordance with Section 65588,
5 is in substantial compliance with this article, and the jurisdiction
6 has met or exceeded its share of the regional housing need
7 allocation pursuant to Section 65584 for the planning period for
8 the income category proposed for the housing development project,
9 provided that any disapproval or conditional approval shall not be
10 based on any of the reasons prohibited by Section 65008. If the
11 housing development project includes a mix of income categories,
12 and the jurisdiction has not met or exceeded its share of the regional
13 housing need for one or more of those categories, then this
14 paragraph shall not be used to disapprove or conditionally approve
15 the housing development project. The share of the regional housing
16 need met by the jurisdiction shall be calculated consistently with
17 the forms and definitions that may be adopted by the Department
18 of Housing and Community Development pursuant to Section
19 65400. In the case of an emergency shelter, the jurisdiction shall
20 have met or exceeded the need for emergency shelter, as identified
21 pursuant to paragraph (7) of subdivision (a) of Section 65583. Any
22 disapproval or conditional approval pursuant to this paragraph
23 shall be in accordance with applicable law, rule, or standards.

24 (2) The housing development project or emergency shelter as
25 proposed would have a specific, adverse impact upon the public
26 health or safety, and there is no feasible method to satisfactorily
27 mitigate or avoid the specific adverse impact without rendering
28 the development unaffordable to low- and moderate-income
29 households or rendering the development of the emergency shelter
30 financially infeasible. As used in this paragraph, a “specific,
31 adverse impact” means a significant, quantifiable, direct, and
32 unavoidable impact, based on objective, identified written public
33 health or safety standards, policies, or conditions as they existed
34 on the date the application was deemed complete. Inconsistency
35 with the zoning ordinance or general plan land use designation
36 shall not constitute a specific, adverse impact upon the public
37 health or safety.

38 (3) The denial of the housing development project or imposition
39 of conditions is required in order to comply with specific state or
40 federal law, and there is no feasible method to comply without

— 7 —

SB 50

1 rendering the development unaffordable to low- and
2 moderate-income households or rendering the development of the
3 emergency shelter financially infeasible.

4 (4) The housing development project or emergency shelter is
5 proposed on land zoned for agriculture or resource preservation
6 that is surrounded on at least two sides by land being used for
7 agricultural or resource preservation purposes, or which does not
8 have adequate water or wastewater facilities to serve the project.

9 (5) The housing development project or emergency shelter is
10 inconsistent with both the jurisdiction's zoning ordinance and
11 general plan land use designation as specified in any element of
12 the general plan as it existed on the date the application was
13 deemed complete, and the jurisdiction has adopted a revised
14 housing element in accordance with Section 65588 that is in
15 substantial compliance with this article. For purposes of this
16 section, a change to the zoning ordinance or general plan land use
17 designation subsequent to the date the application was deemed
18 complete shall not constitute a valid basis to disapprove or
19 condition approval of the housing development project or
20 emergency shelter.

21 (A) This paragraph cannot be utilized to disapprove or
22 conditionally approve a housing development project if the housing
23 development project is proposed on a site that is identified as
24 suitable or available for very low, low-, or moderate-income
25 households in the jurisdiction's housing element, and consistent
26 with the density specified in the housing element, even though it
27 is inconsistent with both the jurisdiction's zoning ordinance and
28 general plan land use designation.

29 (B) If the local agency has failed to identify in the inventory of
30 land in its housing element sites that can be developed for housing
31 within the planning period and are sufficient to provide for the
32 jurisdiction's share of the regional housing need for all income
33 levels pursuant to Section 65584, then this paragraph shall not be
34 utilized to disapprove or conditionally approve a housing
35 development project proposed for a site designated in any element
36 of the general plan for residential uses or designated in any element
37 of the general plan for commercial uses if residential uses are
38 permitted or conditionally permitted within commercial
39 designations. In any action in court, the burden of proof shall be
40 on the local agency to show that its housing element does identify

SB 50

— 8 —

1 adequate sites with appropriate zoning and development standards
2 and with services and facilities to accommodate the local agency's
3 share of the regional housing need for the very low, low-, and
4 moderate-income categories.

5 (C) If the local agency has failed to identify a zone or zones
6 where emergency shelters are allowed as a permitted use without
7 a conditional use or other discretionary permit, has failed to
8 demonstrate that the identified zone or zones include sufficient
9 capacity to accommodate the need for emergency shelter identified
10 in paragraph (7) of subdivision (a) of Section 65583, or has failed
11 to demonstrate that the identified zone or zones can accommodate
12 at least one emergency shelter, as required by paragraph (4) of
13 subdivision (a) of Section 65583, then this paragraph shall not be
14 utilized to disapprove or conditionally approve an emergency
15 shelter proposed for a site designated in any element of the general
16 plan for industrial, commercial, or multifamily residential uses. In
17 any action in court, the burden of proof shall be on the local agency
18 to show that its housing element does satisfy the requirements of
19 paragraph (4) of subdivision (a) of Section 65583.

20 (e) Nothing in this section shall be construed to relieve the local
21 agency from complying with the congestion management program
22 required by Chapter 2.6 (commencing with Section 65088) of
23 Division 1 of Title 7 or the California Coastal Act of 1976
24 (Division 20 (commencing with Section 30000) of the Public
25 Resources Code). Neither shall anything in this section be
26 construed to relieve the local agency from making one or more of
27 the findings required pursuant to Section 21081 of the Public
28 Resources Code or otherwise complying with the California
29 Environmental Quality Act (Division 13 (commencing with Section
30 21000) of the Public Resources Code).

31 (f) (1) Nothing in this section shall be construed to prohibit a
32 local agency from requiring the housing development project to
33 comply with objective, quantifiable, written development standards,
34 conditions, and policies appropriate to, and consistent with, meeting
35 the jurisdiction's share of the regional housing need pursuant to
36 Section 65584. However, the development standards, conditions,
37 and policies shall be applied to facilitate and accommodate
38 development at the density permitted on the site and proposed by
39 the development.

(2) Nothing in this section shall be construed to prohibit a local agency from requiring an emergency shelter project to comply with objective, quantifiable, written development standards, conditions, and policies that are consistent with paragraph (4) of subdivision (a) of Section 65583 and appropriate to, and consistent with, meeting the jurisdiction's need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. However, the development standards, conditions, and policies shall be applied by the local agency to facilitate and accommodate the development of the emergency shelter project.

(3) This section does not prohibit a local agency from imposing fees and other exactions otherwise authorized by law that are essential to provide necessary public services and facilities to the housing development project or emergency shelter.

(4) For purposes of this section, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity.

(g) This section shall be applicable to charter cities because the Legislature finds that the lack of housing, including emergency shelter, is a critical statewide problem.

(h) The following definitions apply for the purposes of this section:

(1) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

(2) "Housing development project" means a use consisting of any of the following:

(A) Residential units only.

(B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.

(C) Transitional housing or supportive housing.

(3) "Housing for very low, low-, or moderate-income households" means that either (A) at least 20 percent of the total units shall be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or (B) 100

SB 50

— 10 —

1 percent of the units shall be sold or rented to persons and families
2 of moderate income as defined in Section 50093 of the Health and
3 Safety Code, or persons and families of middle income, as defined
4 in Section 65008 of this code. Housing units targeted for lower
5 income households shall be made available at a monthly housing
6 cost that does not exceed 30 percent of 60 percent of area median
7 income with adjustments for household size made in accordance
8 with the adjustment factors on which the lower income eligibility
9 limits are based. Housing units targeted for persons and families
10 of moderate income shall be made available at a monthly housing
11 cost that does not exceed 30 percent of 100 percent of area median
12 income with adjustments for household size made in accordance
13 with the adjustment factors on which the moderate-income
14 eligibility limits are based.

15 (4) "Area median income" means area median income as
16 periodically established by the Department of Housing and
17 Community Development pursuant to Section 50093 of the Health
18 and Safety Code. The developer shall provide sufficient legal
19 commitments to ensure continued availability of units for very low
20 or low-income households in accordance with the provisions of
21 this subdivision for 30 years.

22 (5) "Disapprove the housing development project" includes any
23 instance in which a local agency does either of the following:

24 (A) Votes on a proposed housing development project
25 application and the application is disapproved, including any
26 required land use approvals or entitlements necessary for the
27 issuance of a building permit.

28 (B) Fails to comply with the time periods specified in
29 subdivision (a) of Section 65950. An extension of time pursuant
30 to Article 5 (commencing with Section 65950) shall be deemed to
31 be an extension of time pursuant to this paragraph.

32 (i) If any city, county, or city and county denies approval or
33 imposes conditions, including design changes, lower density, or
34 a reduction of the percentage of a lot that may be occupied by a
35 building or structure under the applicable planning and zoning in
36 force at the time the application is deemed complete pursuant to
37 Section 65943, that have a substantial adverse effect on the viability
38 or affordability of a housing development for very low, low-, or
39 moderate-income households, and the denial of the development
40 or the imposition of conditions on the development is the subject

1 of a court action which challenges the denial or the imposition of
2 conditions, then the burden of proof shall be on the local legislative
3 body to show that its decision is consistent with the findings as
4 described in subdivision (d) and that the findings are supported by
5 a preponderance of the evidence in the record. For purposes of this
6 section, “lower density” includes any conditions that have the same
7 effect or impact on the ability of the project to provide housing.

8 (j) (1) When a proposed housing development project complies
9 with applicable, objective general plan, zoning, and subdivision
10 standards and criteria, including design review standards, in effect
11 at the time that the housing development project’s application is
12 determined to be complete, but the local agency proposes to
13 disapprove the project or to impose a condition that the project be
14 developed at a lower density, the local agency shall base its
15 decision regarding the proposed housing development project upon
16 written findings supported by a preponderance of the evidence on
17 the record that both of the following conditions exist:

18 (A) The housing development project would have a specific,
19 adverse impact upon the public health or safety unless the project
20 is disapproved or approved upon the condition that the project be
21 developed at a lower density. As used in this paragraph, a “specific,
22 adverse impact” means a significant, quantifiable, direct, and
23 unavoidable impact, based on objective, identified written public
24 health or safety standards, policies, or conditions as they existed
25 on the date the application was deemed complete.

26 (B) There is no feasible method to satisfactorily mitigate or
27 avoid the adverse impact identified pursuant to paragraph (1), other
28 than the disapproval of the housing development project or the
29 approval of the project upon the condition that it be developed at
30 a lower density.

31 (2) (A) If the local agency considers a proposed housing
32 development project to be inconsistent, not in compliance, or not
33 in conformity with an applicable plan, program, policy, ordinance,
34 standard, requirement, or other similar provision as specified in
35 this subdivision, it shall provide the applicant with written
36 documentation identifying the provision or provisions, and an
37 explanation of the reason or reasons it considers the housing
38 development to be inconsistent, not in compliance, or not in
39 conformity as follows:

SB 50

— 12 —

1 (i) Within 30 days of the date that the application for the housing
2 development project is determined to be complete, if the housing
3 development project contains 150 or fewer housing units.

4 (ii) Within 60 days of the date that the application for the
5 housing development project is determined to be complete, if the
6 housing development project contains more than 150 units.

7 (B) If the local agency fails to provide the required
8 documentation pursuant to subparagraph (A), the housing
9 development project shall be deemed consistent, compliant, and
10 in conformity with the applicable plan, program, policy, ordinance,
11 standard, requirement, or other similar provision.

12 (3) For purposes of this section, the receipt of a density bonus
13 pursuant to Section 65915 *or an equitable communities incentive*
14 *pursuant to Section 65918.51* shall not constitute a valid basis on
15 which to find a proposed housing development project is
16 inconsistent, not in compliance, or not in ~~conformity~~, *conformity*
17 with an applicable plan, program, policy, ordinance, standard,
18 requirement, or other similar provision specified in this subdivision.

19 (4) For purposes of this section, a proposed housing development
20 project is not inconsistent with the applicable zoning standards
21 and criteria, and shall not require a rezoning, if the housing
22 development project is consistent with the objective general plan
23 standards and criteria but the zoning for the project site is
24 inconsistent with the general plan. If the local agency has complied
25 with paragraph (2), the local agency may require the proposed
26 housing development project to comply with the objective
27 standards and criteria of the zoning which is consistent with the
28 general plan, however, the standards and criteria shall be applied
29 to facilitate and accommodate development at the density allowed
30 on the site by the general plan and proposed by the proposed
31 housing development project.

32 (5) For purposes of this section, “lower density” includes any
33 conditions that have the same effect or impact on the ability of the
34 project to provide housing.

35 (k) (1) (A) The applicant, a person who would be eligible to
36 apply for residency in the development or emergency shelter, or
37 a housing organization may bring an action to enforce this section.
38 If, in any action brought to enforce this section, a court finds that
39 either (i) the local agency, in violation of subdivision (d),
40 disapproved a housing development project or conditioned its

1 approval in a manner rendering it infeasible for the development
2 of an emergency shelter, or housing for very low, low-, or
3 moderate-income households, including farmworker housing,
4 without making the findings required by this section or without
5 making findings supported by a preponderance of the evidence,
6 or (ii) the local agency, in violation of subdivision (j), disapproved
7 a housing development project complying with applicable,
8 objective general plan and zoning standards and criteria, or imposed
9 a condition that the project be developed at a lower density, without
10 making the findings required by this section or without making
11 findings supported by a preponderance of the evidence, the court
12 shall issue an order or judgment compelling compliance with this
13 section within 60 days, including, but not limited to, an order that
14 the local agency take action on the housing development project
15 or emergency shelter. The court may issue an order or judgment
16 directing the local agency to approve the housing development
17 project or emergency shelter if the court finds that the local agency
18 acted in bad faith when it disapproved or conditionally approved
19 the housing development or emergency shelter in violation of this
20 section. The court shall retain jurisdiction to ensure that its order
21 or judgment is carried out and shall award reasonable attorney's
22 fees and costs of suit to the plaintiff or petitioner, except under
23 extraordinary circumstances in which the court finds that awarding
24 fees would not further the purposes of this section. For purposes
25 of this section, "lower density" includes conditions that have the
26 same effect or impact on the ability of the project to provide
27 housing.

28 (B) (i) Upon a determination that the local agency has failed
29 to comply with the order or judgment compelling compliance with
30 this section within 60 days issued pursuant to subparagraph (A),
31 the court shall impose fines on a local agency that has violated this
32 section and require the local agency to deposit any fine levied
33 pursuant to this subdivision into a local housing trust fund. The
34 local agency may elect to instead deposit the fine into the Building
35 Homes and Jobs Fund, if Senate Bill 2 of the 2017–18 Regular
36 Session is enacted, or otherwise in the Housing Rehabilitation
37 Loan Fund. The fine shall be in a minimum amount of ten thousand
38 dollars (\$10,000) per housing unit in the housing development
39 project on the date the application was deemed complete pursuant
40 to Section 65943. In determining the amount of fine to impose,

SB 50

— 14 —

1 the court shall consider the local agency's progress in attaining its
2 target allocation of the regional housing need pursuant to Section
3 65584 and any prior violations of this section. Fines shall not be
4 paid out of funds already dedicated to affordable housing,
5 including, but not limited to, Low and Moderate Income Housing
6 Asset Funds, funds dedicated to housing for very low, low-, and
7 moderate-income households, and federal HOME Investment
8 Partnerships Program and Community Development Block Grant
9 Program funds. The local agency shall commit and expend the
10 money in the local housing trust fund within five years for the sole
11 purpose of financing newly constructed housing units affordable
12 to extremely low, very low, or low-income households. After five
13 years, if the funds have not been expended, the money shall revert
14 to the state and be deposited in the Building Homes and Jobs Fund,
15 if Senate Bill 2 of the 2017–18 Regular Session is enacted, or
16 otherwise in the Housing Rehabilitation Loan Fund, for the sole
17 purpose of financing newly constructed housing units affordable
18 to extremely low, very low, or low-income households.

19 (ii) If any money derived from a fine imposed pursuant to this
20 subparagraph is deposited in the Housing Rehabilitation Loan
21 Fund, then, notwithstanding Section 50661 of the Health and Safety
22 Code, that money shall be available only upon appropriation by
23 the Legislature.

24 (C) If the court determines that its order or judgment has not
25 been carried out within 60 days, the court may issue further orders
26 as provided by law to ensure that the purposes and policies of this
27 section are fulfilled, including, but not limited to, an order to vacate
28 the decision of the local agency and to approve the housing
29 development project, in which case the application for the housing
30 development project, as proposed by the applicant at the time the
31 local agency took the initial action determined to be in violation
32 of this section, along with any standard conditions determined by
33 the court to be generally imposed by the local agency on similar
34 projects, shall be deemed to be approved unless the applicant
35 consents to a different decision or action by the local agency.

36 (2) For purposes of this subdivision, "housing organization"
37 means a trade or industry group whose local members are primarily
38 engaged in the construction or management of housing units or a
39 nonprofit organization whose mission includes providing or
40 advocating for increased access to housing for low-income

1 households and have filed written or oral comments with the local
2 agency prior to action on the housing development project. A
3 housing organization may only file an action pursuant to this
4 section to challenge the disapproval of a housing development by
5 a local agency. A housing organization shall be entitled to
6 reasonable attorney's fees and costs if it is the prevailing party in
7 an action to enforce this section.

8 (l) If the court finds that the local agency (1) acted in bad faith
9 when it disapproved or conditionally approved the housing
10 development or emergency shelter in violation of this section and
11 (2) failed to carry out the court's order or judgment within 60 days
12 as described in subdivision (k), the court, in addition to any other
13 remedies provided by this section, shall multiply the fine
14 determined pursuant to subparagraph (B) of paragraph (1) of
15 subdivision (k) by a factor of five. For purposes of this section,
16 "bad faith" includes, but is not limited to, an action that is frivolous
17 or otherwise entirely without merit.

18 (m) Any action brought to enforce the provisions of this section
19 shall be brought pursuant to Section 1094.5 of the Code of Civil
20 Procedure, and the local agency shall prepare and certify the record
21 of proceedings in accordance with subdivision (c) of Section 1094.6
22 of the Code of Civil Procedure no later than 30 days after the
23 petition is served, provided that the cost of preparation of the record
24 shall be borne by the local agency, unless the petitioner elects to
25 prepare the record as provided in subdivision (n) of this section.
26 A petition to enforce the provisions of this section shall be filed
27 and served no later than 90 days from the later of (1) the effective
28 date of a decision of the local agency imposing conditions on,
29 disapproving, or any other final action on a housing development
30 project or (2) the expiration of the time periods specified in
31 subparagraph (B) of paragraph (5) of subdivision (h). Upon entry
32 of the trial court's order, a party may, in order to obtain appellate
33 review of the order, file a petition within 20 days after service
34 upon it of a written notice of the entry of the order, or within such
35 further time not exceeding an additional 20 days as the trial court
36 may for good cause allow, or may appeal the judgment or order
37 of the trial court under Section 904.1 of the Code of Civil
38 Procedure. If the local agency appeals the judgment of the trial
39 court, the local agency shall post a bond, in an amount to be

SB 50

— 16 —

1 determined by the court, to the benefit of the plaintiff if the plaintiff
2 is the project applicant.

3 (n) In any action, the record of the proceedings before the local
4 agency shall be filed as expeditiously as possible and,
5 notwithstanding Section 1094.6 of the Code of Civil Procedure or
6 subdivision (m) of this section, all or part of the record may be
7 prepared (1) by the petitioner with the petition or petitioner's points
8 and authorities, (2) by the respondent with respondent's points and
9 authorities, (3) after payment of costs by the petitioner, or (4) as
10 otherwise directed by the court. If the expense of preparing the
11 record has been borne by the petitioner and the petitioner is the
12 prevailing party, the expense shall be taxable as costs.

13 (o) This section shall be known, and may be cited, as the
14 Housing Accountability Act.

15 **SECTION 1.**

16 *SEC. 2.* Chapter 4.35 (commencing with Section 65918.50) is
17 added to Division 1 of Title 7 of the Government Code, to read:

18
19 CHAPTER 4.35. EQUITABLE COMMUNITIES INCENTIVES

20
21 65918.50. For purposes of this chapter:

22 ~~(a) "Affordable" means available at affordable rent or affordable~~
23 ~~housing cost to, and occupied by, persons and families of extremely~~
24 ~~low, very low, low, or moderate incomes, as specified in context,~~
25 ~~and subject to a recorded affordability restriction for at least 55~~
26 ~~years.~~

27 ~~(b)~~

28 (a) "Development proponent" means an applicant who submits
29 an application for an equitable communities incentive pursuant to
30 this chapter.

31 ~~(c)~~

32 (b) "Eligible applicant" means a development proponent who
33 receives an equitable communities incentive.

34 ~~(d)~~

35 (c) "FAR" means floor area ratio.

36 ~~(e)~~

37 (d) "High-quality bus corridor" means a corridor with fixed
38 route bus service that meets all of the following criteria:

39 (1) It has average service intervals of no more than 15 minutes
40 during the three peak hours between 6 a.m. to 10 a.m., inclusive,

1 and the three peak hours between 3 p.m. and 7 p.m., inclusive, on
2 Monday through Friday.

3 (2) It has average service intervals of no more than 20 minutes
4 during the hours of 6 a.m. to 10 ~~a.m.~~, p.m., inclusive, on Monday
5 through Friday.

6 (3) It has average intervals of no more than 30 minutes during
7 the hours of 8 a.m. to 10 p.m., inclusive, on Saturday and Sunday.

8 (e) (1) “Jobs-rich area” means an area identified by the
9 Department of Housing and Community Development in
10 consultation with the Office of Planning and Research that is both
11 high opportunity and jobs rich, based on whether, in a regional
12 analysis, the tract meets the following:

13 (A) The tract is higher opportunity and its characteristics are
14 associated with positive educational and economic outcomes for
15 households of all income levels residing in the tract.

16 (B) The tract meets either of the following criteria:

17 (i) New housing sited in the tract would enable residents to live
18 in or near a jobs-rich area, as measured by employment density
19 and job totals.

20 (ii) New housing sited in the tract would enable shorter commute
21 distances for residents, compared to existing commute levels.

22 (2) The Department of Housing and Community Development
23 shall, commencing on January 1, 2020, publish and update, every
24 five years thereafter, a map of the state showing the areas identified
25 by the department as “jobs-rich areas.”

26 (f) “Job-rich housing project” means a residential development
27 within an area identified as a jobs-rich area by the Department of
28 Housing and Community Development ~~and~~ in consultation with
29 the Office of Planning and Research, based on indicators such as
30 proximity to jobs, high area median income relative to the relevant
31 region, and high-quality public schools, as an area of high
32 opportunity close to jobs. A residential development shall be
33 deemed to be within an area designated as job-rich if both of the
34 following apply:

35 (1) All parcels within the project have no more than 25 percent
36 of their area outside of the job-rich area.

37 (2) No more than 10 percent of residential units or 100 units,
38 whichever is less, of the development are outside of the job-rich
39 area.

SB 50

— 18 —

(g) “Local government” means a city, including a charter city, a county, or a city and county.

(h) “Major transit stop” means ~~a site containing an existing rail transit station or a ferry terminal served by either bus or rail transit service; that is a major transit stop pursuant to subdivision (b) of Section 21155 of the Public Resources Code.~~

(i) “Residential development” means a project with at least two-thirds of the square footage of the development designated for residential use.

(j) “Sensitive community” means ~~an either of the following:~~

(1) Except as provided in paragraph (2), an area identified by the Department of Housing and Community Development, which identification shall be updated every five years, in consultation with local community-based organizations in each metropolitan planning region, as an area vulnerable to displacement pressures, based on indicators such as percentage of tenant households living at, or under, the poverty line relative to the region: where both of the following apply:

(A) Thirty percent or more of the census tract lives below the poverty line, provided that college students do not compose at least 25 percent of the population.

(B) The location quotient of residential racial segregation in the census tract is at least 1.25 as defined by the Department of Housing and Community Development.

(2) In the Counties of Alameda, Contra Costa, Marin, Napa, Santa Clara, San Francisco, San Mateo, Solano, and Sonoma, areas designated by the Metropolitan Transportation Commission on December 19, 2018, as the intersection of disadvantaged and vulnerable communities as defined by the Metropolitan Transportation Commission and the San Francisco Bay Conservation and Development Commission, which identification of a sensitive community shall be updated at least every five years by the Department of Housing and Community Development.

(k) “Tenant” means a person ~~residing in~~ who does not own the property where they reside, including residential situations that are any of the following:

(1) Residential real property rented by the person under a long-term lease.

(2) A single-room occupancy unit.

(3) An accessory dwelling unit that is not subject to, or does not have a valid permit in accordance with, an ordinance adopted by a local agency pursuant to Section 65852.22.

(4) A residential motel.

(5) *A mobilehome park, as governed under the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2 of Division 2 of the Civil Code), the Recreational Vehicle Park Occupancy Law (Chapter 2.6 (commencing with Section 799.20) of Title 2 of Part 2 of Division 2 of the Civil Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).*

~~(5)~~

(6) Any other type of residential property that is not owned by the person or a member of the person's household, for which the person or a member of the person's household provides payments on a regular schedule in exchange for the right to occupy the residential property.

(l) "Transit-rich housing project" means a residential development the parcels of which are all within a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor. A project shall be deemed to be ~~within a one-half mile the radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor~~ if both of the following apply:

(1) All parcels within the project have no more than 25 percent of their area outside of a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor.

(2) No more than 10 percent of the residential units or 100 units, whichever is less, of the project are outside of a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor.

65918.51. ~~(a)~~—A local government shall, upon request of a development proponent, grant an equitable communities incentive, as specified in Section 65918.53, when the development proponent seeks and agrees to construct a residential development that satisfies the requirements specified in Section 65918.52.

SB 50

— 20 —

~~(b) It is the intent of the Legislature that, absent exceptional circumstances, actions taken by a local legislative body that increase residential density not undermine the equitable communities incentive program established by this chapter.~~

65918.52. In order to be eligible for an equitable communities incentive pursuant to this chapter, a residential development shall meet all of the following criteria:

(a) The residential development is either a job-rich housing project or transit-rich housing project.

(b) The residential development is located on a site that, at the time of application, is zoned to allow housing as an underlying use in the zone, including, but not limited to, a residential, mixed-use, or commercial zone, as defined and allowed by the local government.

(c) (1) If the local government has adopted an inclusionary housing ordinance requiring that the development include a certain number of units affordable to households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income specified in Sections 50079.5, 50093, 50105, and 50106 of the Health and Safety Code, and that ordinance requires that a new development include levels of affordable housing in excess of the requirements specified in paragraph (2), the residential development complies with that ordinance. *The ordinance may provide alternative means of compliance that may include, but are not limited to, in-lieu fees, land dedication, offsite construction, or acquisition and rehabilitation of existing units.*

(2) (A) If the local government has not adopted an inclusionary housing ordinance, as described in paragraph (1), ~~and the residential development includes _____ or more residential units,~~ the residential development includes ~~onsite~~ *an affordable housing contribution* for households with incomes that do not exceed the limits for extremely low income, very low income, and low income specified in Sections 50093, 50105, and 50106 of the Health and Safety Code. ~~It is the intent of the Legislature to require that any development of _____ or more residential units receiving an equitable communities incentive pursuant to this chapter include housing affordable to low, very low or extremely low income households, which, for projects with low or very low income units, are no less than the number of onsite units affordable to low or~~

— 21 —

SB 50

~~very low income households that would be required pursuant to subdivision (f) of Section 65915 for a development receiving a density bonus of 35 percent.~~

(B) For purposes of this paragraph, the residential development is subject to one of the following:

(i) If the project has 10 or fewer units, no affordability contribution is imposed.

(ii) If the project has 11 to 20 residential units, the development proponent may pay an in-lieu fee to the local government for affordable housing, where feasible, pursuant to subparagraph (C).

(iii) If the project has more than 20 residential units, the development proponent shall do either of the following:

(I) Make a comparable affordability contribution toward housing offsite that is affordable to lower income households, pursuant to subparagraph (C).

(II) Include units on the site of the project that are affordable to extremely low income, as defined in Section 50105 of the Health and Safety Code, very low income, or low-income households, as defined in Section 50079.5 of the Health and Safety Code, as follows:

<i>Project Size</i>	<i>Inclusionary Requirement</i>
<i>21– 200 units</i>	<i>15% low income; or</i> <i>8% very low income; or</i> <i>6% extremely low income</i>
<i>201–350 units</i>	<i>17% low income; or</i> <i>10% very low income; or</i> <i>8% extremely low income</i>
<i>351 or more units</i>	<i>25% low income; or</i> <i>15% very low income; or</i> <i>11% extremely low income</i>

(C) The development proponent of a project that qualifies pursuant to clause (ii) or subclause (I) of clause (iii) of subparagraph (B) may make a comparable affordability contribution toward housing offsite that is affordable to lower income households, as follows:

(i) The local government collecting the in-lieu fee payment shall make every effort to ensure that future affordable housing will be sited within one-half mile of the original project location within

SB 50

— 22 —

1 *the boundaries of the local government by designating an existing*
2 *housing opportunity site within a one-half mile radius of the project*
3 *site for affordable housing. To the extent practicable, local housing*
4 *funding shall be prioritized at the first opportunity to build*
5 *affordable housing on that site.*

6 *(ii) If no housing opportunity sites that satisfy clause (i) are*
7 *available, the local government shall designate a site for affordable*
8 *housing within the boundaries of the local government and make*
9 *findings that the site for the affordable housing development*
10 *affirmatively furthers fair housing, as defined in Section 8899.50.*

11 *(D) Affordability of units pursuant to this paragraph shall be*
12 *restricted by deed for a period of 55 years for rental units or 45*
13 *years for units offered for sale.*

14 *(d) The site does not contain, or has not contained, either of the*
15 *following:*

16 *(1) Housing occupied by tenants within the seven years*
17 *preceding the date of the application, including housing that has*
18 *been demolished or that tenants have vacated prior to the*
19 *application for a development permit.*

20 *(2) A parcel or parcels on which an owner of residential real*
21 *property has exercised his or her their rights under Chapter 12.75*
22 *(commencing with Section 7060) of Division 7 of Title 1 to*
23 *withdraw accommodations from rent or lease within 15 years prior*
24 *to the date that the development proponent submits an application*
25 *pursuant to this chapter.*

26 *(e) The residential development complies with all applicable*
27 *labor, construction employment, and wage standards otherwise*
28 *required by law and any other generally applicable requirement*
29 *regarding the approval of a development project, including, but*
30 *not limited to, the local government's conditional use or other*
31 *discretionary permit approval process, the California*
32 *Environmental Quality Act (Division 13 (commencing with Section*
33 *21000) of the Public Resources Code), or a streamlined approval*
34 *process that includes labor protections.*

35 *(f) The residential development complies with all other relevant*
36 *standards, requirements, and prohibitions imposed by the local*
37 *government regarding architectural design, restrictions on or*
38 *oversight of demolition, impact fees, and community benefits*
39 *agreements.*

(g) The equitable communities incentive shall not be used to undermine the economic feasibility of delivering low-income housing under the state density bonus program or a local implementation of the state density bonus program, or any locally adopted program that puts conditions on new development applications on the basis of receiving a zone change or general plan amendment in exchange for benefits such as increased affordable housing, local hire, or payment of prevailing wages.

65918.53. (a) ~~A residential development~~ Any *transit-rich or jobs-rich housing project* that meets the criteria specified in Section 65918.52 shall receive, upon request, an equitable communities incentive as follows:

~~(1) Any eligible applicant shall receive the following:~~

~~(A)~~

~~(1)~~ A waiver from maximum controls on density.

~~(B)~~

~~(2)~~ A waiver from ~~maximum~~ *minimum* automobile parking requirements greater than 0.5 automobile parking spots per unit.

~~(C)~~

~~(3)~~ Up to three incentives and concessions pursuant to subdivision (d) of Section 65915.

~~(2)~~

(b) An eligible applicant proposing a residential development that is located within a one-half mile radius, but outside a one-quarter mile radius, of a major transit stop ~~and includes no less than _____ percent affordable housing units~~ shall receive, in addition to the incentives specified in ~~paragraph (1), subdivision (a),~~ waivers from all of the following:

~~(A)~~

~~(1)~~ Maximum height requirements less than 45 feet.

~~(B)~~

~~(2)~~ Maximum FAR requirements less than 2.5.

~~(C)~~

~~(3)~~ Notwithstanding subparagraph (B) of paragraph (1), any maximum automobile parking requirement.

~~(3)~~

(c) An eligible applicant proposing a residential development that is located within a one-quarter mile radius of a major transit ~~and includes no less than _____ percent affordable housing units~~

SB 50

— 24 —

1 *stop* shall receive, in addition to the incentives specified in
2 ~~paragraph (1)~~, *subdivision (a)*, waivers from all of the following:

3 ~~(A)~~

4 (1) Maximum height requirements less than 55 feet.

5 ~~(B)~~

6 (2) Maximum FAR requirements less than 3.25.

7 ~~(C)~~

8 (3) Notwithstanding ~~subparagraph (B) of paragraph (1)~~, (1) of
9 *subdivision (b)*, any ~~maximum~~ *minimum* automobile parking
10 requirement.

11 ~~(4)~~

12 (d) Notwithstanding any other law, for purposes of calculating
13 any additional incentive or concession in accordance with Section
14 65915, the number of units in the residential development after
15 applying the equitable communities incentive received pursuant
16 to this chapter shall be used as the base density for calculating the
17 incentive or concession under that section.

18 ~~(5)~~

19 (e) An eligible applicant proposing a project that meets all of
20 the requirements under Section 65913.4 may submit an application
21 for streamlined, ministerial approval in accordance with that
22 section.

23 ~~(b)~~

24 (f) The local government may modify or expand the terms of
25 an equitable communities incentive provided pursuant to this
26 chapter, provided that the equitable communities incentive is
27 consistent with, and meets the minimum standards specified in,
28 this chapter.

29 65918.54. The Legislature finds and declares that this chapter
30 addresses a matter of statewide concern rather than a municipal
31 affair as that term is used in Section 5 of Article XI of the
32 California Constitution. Therefore, this chapter applies to all cities,
33 including charter cities.

34 65918.55. (a) ~~It is the intent of the Legislature that~~
35 ~~implementation~~ *Implementation* of this chapter *shall* be delayed
36 in sensitive communities until July 1, 2020.

37 ~~(b) It is further the intent of the Legislature to enact legislation~~
38 ~~that does all of the following:~~

39 ~~(1)~~

— 25 —

SB 50

(b) Between January 1, 2020, and _____, ~~allows~~ a local government, in lieu of the requirements of this chapter, ~~to may~~ opt for a community-led planning process *in sensitive communities* aimed toward increasing residential density and multifamily housing choices near transit ~~stops~~. *stops, as follows:*

~~(2) Encourages sensitive~~

~~(1) Sensitive communities to opt for that pursue a~~ community-led planning process at the neighborhood level ~~to develop~~ shall, on or before January 1, 2025, produce a community plan that may include zoning and any other policies that encourage multifamily housing development at a range of income levels to meet unmet needs, protect vulnerable residents from displacement, and address other locally identified priorities.

~~(3) Sets minimum performance standards for community plans, such as minimum~~

~~(2) Community plans shall, at a minimum, be consistent with the overall residential development capacity and the minimum affordability standards set forth in this chapter.~~ *chapter within the boundaries of the community plan.*

~~(4) Automatically applies the~~

~~(3) The provisions of this chapter shall apply on January 1, 2025, to sensitive communities that do have not have adopted community plans that meet the minimum standards described in paragraph (3), (2), whether those plans were adopted prior to or after enactment of this chapter.~~

~~SEC. 2:~~

~~SEC. 3.~~ No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

O

*This Page
Intentionally
Left Blank*