



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
NOVEMBER 18, 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 Mary Mendoza
Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by Vintage Magnet Elementary Student Tonantzin Isabel Zarate

APPROVAL OF AGENDA

PRESENTATIONS

- a) CERTIFICATES OF RECOGNITION – STUDENT OF THE MONTH
 - Mahika Ahmed – Academy of Scientific ExplorationEducation Commission Chair David Govea
- b) CERTIFICATE OF ACCOMPLISHMENT – ROXONIE “RIGHT HOOK ROXY” VERDUZCO FOR QUALIFYING FOR THE 2020 U.S. OLYMPIC TRIALS FOR BOXING
City Manager Nick Kimball

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

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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

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MINUTES OF NOVEMBER 4, 2019 – REGULAR MEETING**
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 19-112 approving the Warrant Register.

- 3) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PUKÚU CULTURAL COMMUNITY SERVICES TO PROVIDE YOUTH DIVERSION PROGRAM SERVICES**

Recommend that the City Council:

- a. Approve the First Amendment to the Professional Services Agreement with the Pukúu Cultural Community Services for the Youth Diversion Program (Contract No. 1929(a)); and
 - b. Authorize the City Manager to make non-substantive changes and execute all related documents.
- 4) CONSIDERATION TO ADOPT AN ORDINANCE TO MERGE THE CULTURAL ARTS COMMISSION AND THE PARKS, WELLNESS AND RECREATION COMMISSION**

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Recommend that the City Council waive full reading of Ordinance No. 1689 and adopt by title only, “An Ordinance of the City Council of the City of San Fernando, California, Repealing Division 2, (Cultural Arts Commission) of Chapter 2 “Administration” and Amending Article II, (Parks, Wellness And Recreation Commission) of Chapter 54, (Parks and Recreation) of the San Fernando Municipal Code.”

5) CONSIDERATION TO APPROVE A REIMBURSEMENT AGREEMENT WITH PLAINS ALL AMERICAN PIPELINE, L.P. FOR PIPELINE RELOCATION AS PART OF THE GLENOAKS BOULEVARD STREET SEWER AND WATER IMPROVEMENTS PROJECT AND RELATED BUDGET RESOLUTION

Recommend that the City Council:

- a. Approve a Reimbursement Agreement with Plains All American Pipeline, L.P. (Contract No. 1934), to ensure the City is reimbursed for costs to construct an additional 382 linear feet of 18-inch diameter vitrified clay pipe sewer line on Harding Avenue, south of Fifth Street;
- b. Authorize the City Manager to execute necessary change orders with GRBCON, Inc. (Contractor) to implement the new proposed work for the Glenoaks Boulevard Sewer and Water Improvements Project (Project); and
- c. Adopt Resolution No. 7967 to appropriate \$251,000 in revenue and expenditures for Glenoaks Boulevard Street Sewer and Water Improvement Project contract.

6) CONSIDERATION TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

Recommend that the City Council:

- a. Adopt Resolution No. 7969 to authorize the execution of an Agreement between the County of Los Angeles and the City of San Fernando for Census 2020 Education and Outreach Activities (Contract No. 1935);
- b. Authorize the City Manager to accept the funding to conduct Census 2020 related education and outreach activities, if awarded, and to initiate targeted outreach strategies; and
- c. Authorize the City Manager to make non-substantive modifications and execute all related documents required for application and receipt of such funds.

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7) CONSIDERATION TO AUTHORIZE SUBMITTAL OF AN APPLICATION FOR THE SENATE BILL 2 PLANNING GRANTS PROGRAM TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Recommend that the City Council:

- a. Adopt Resolution No. 7962 to authorize an application for the receipt of Senate Bill 2 Planning Grants Program Funds to the California Department of Housing and Community Development in the amount of \$160,000;
- b. Authorize the City Manager to accept the grant funds, if awarded;
- c. Authorize the City Manager to appropriate the grant revenues and expenditures in accordance with the Adopted Budget Resolution No. 7938, if awarded; and
- d. Authorize the City Manager to execute all related grant documents required for application and receipt of such grant funds.

8) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ADOPTION OF THE 2017 UPDATED REGIONAL WATER MANAGEMENT PLAN

Recommend that the City Council adopt Resolution No. 7961 approving the adoption of the 2017 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.

PUBLIC HEARING**9) CONSIDERATION TO ADOPT PROPOSED WATER AND SEWER RATE INCREASES**

Recommend that the City Council:

- a. Open the Proposition 218 Public Hearing;
- b. Provide comments and questions;
- c. Receive public comment pursuant to Proposition 218 requirements;
- d. Close the Public Hearing;
- e. Announce the official number of written protests received on proposed water and sewer rate increase;

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- f. Adopt Resolution No. 7963 establishing new Water Rates if the number of valid protests votes is below 50% of the number of property owners or customers authorized to vote; and
- g. Adopt Resolution No. 7964 establishing new Sewer Rates if the number of valid protests votes is below 50% of the number of property owners or customers authorized to vote.

10) CONSIDERATION OF A PROPOSED BALLOT MEASURE TO ADOPT A QUARTER-CENT LOCAL SALES TAX

Recommend that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Discuss placing a quarter-cent (0.25 percent) local sales tax measure on the March 3, 2020 ballot; and
- c. Provide staff direction as appropriate.

11) CONSIDERATION TO ADOPT A RESOLUTION AND ORDINANCE TO PLACE ONE OR MORE BALLOT MEASURES ON THE MARCH 2020 BALLOT TO BAN CERTAIN MARIJUANA BUSINESS ACTIVITY

Recommend that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Adopt Resolution No. 7965:
 - i. Calling and giving notice of a Special Municipal Election to be held March 3, 2020 to submit to the voters a question (or questions) relating to the ban of certain marijuana business activity in the City of San Fernando;
 - ii. Requesting consolidation of such election with the Presidential Primary Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis;
- c. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1690 "An Ordinance of the People of the City of San Fernando, California, Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit All Adult-use and

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Medicinal Commercial Cannabis Activity Throughout the City, Except as Allowed by State Law.”; and

- d. Adopt Resolution No. 7966 appropriating \$65,000 in the Election Services Division to cover the estimated cost of the election.

NOTE: Placing a measure on the ballot requires 4/5ths affirmative vote by City Council.

ADMINISTRATIVE REPORTS**12) CONSIDERATION TO APPROVE AN AGREEMENT TO PURCHASE A CITYWIDE RADIO SYSTEM AND APPROVE A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.**

Recommend that the City Council:

- a. Waive formal bid requirements and piggyback on the terms and pricing offered to the County of Los Angeles (County of LA Contract# MA-IS-1740313) for a Citywide Radio System through a competitive bid process pursuant to Section 2-802 of the San Fernando City Code;
- b. Approve Resolution No. 7968 approving the execution of a Municipal Lease-Purchase Agreement with Motorola Solutions, Inc.;
- c. Approve a Purchase Order for a Citywide Radio System and Related Equipment with Motorola Solutions, Inc., pursuant to the proposal dated November 5, 2019;
- d. Approve a 36-month Lease to Purchase Agreement (Contract No. 1936) with Motorola Solutions, Inc.; and
- e. Authorize the City Manager to execute the Purchase Order, Purchase Agreement, and all related documents, with Motorola Solutions, Inc.

13) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT

Recommend that the City Council:

- a. Approve plans and specifications for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728.;

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- b. Accept the lowest responsive bid in the amount of \$2,399,784 from All American Asphalt, for construction of these improvements;
- c. Authorize the City Manager to execute a construction contract with All American Asphalt, for an amount of \$2,399,784 (Contract No. 1933);
- d. Establish a construction contingency of 10% of the contract amount, \$239,978, to cover costs of unforeseen conditions and authorize City Manager to execute change orders as necessary up to \$239,978; and
- e. Approve Budget Resolution No. 7953 to amend the Capital Improvements Budget for Fiscal Year 2019-2020.

14) CONSIDERATION TO APPOINT AN EDUCATION COMMISSIONER

This item was placed on the agenda by Councilmember Mary Mendoza.

15) CONSIDERATION TO APPOINT AN EDUCATION COMMISSIONER

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

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****RECESS TO CLOSED SESSION****A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

- B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION (INFORMAL)
G.C. §54957
Title of Employee: City Manager
- C) CONFERENCE WITH LABOR NEGOTIATOR(S) – UNREPRESENTED EMPLOYEE
G.C. §54957.6
Designated City Negotiator: Mayor Joel Fajardo
Unrepresented Employee: City Manager
- D) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
G.C. § 54956.9(d)(2) AND 54956.9(e)(2)
One (1) Matter

RECONVENE/REPORT OUT FROM CLOSED SESSION**ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: November 14, 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

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 4, 2019 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Joel Fajardo and Councilmembers Mary Mendoza, and Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

Absent: Vice Mayor Sylvia Ballin and Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Personnel Manager Michael Okafor

APPROVAL OF AGENDA

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

PRESENTATIONS

The following presentation was made:

a) DOMESTIC VIOLENCE MONTH - OCTOBER

City Manager Kimball also introduced Interim Director of Public Works Martin Pastucha who said a few words and was welcomed by Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – November 4, 2019****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Carrie Castro, Tutcint Youth Empowerment, invited everyone to their upcoming open house event at the Tutcint Center on November 12th.

Makha Blu Walk-Paw talked about the Tutcint Youth Empowerment Program, their partnership with the City, the \$1 million grant received from the State, and distributed information regarding their upcoming events.

Arturo Garcia, field representative for Assemblymember Luz Rivas, provided district information and updates on their activities.

CONSENT CALENDAR

Motion by Councilmember Pacheco, seconded by Councilmember Mendoza, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF OCTOBER 21, 2019 – REGULAR MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A LETTER OF SUPPORT FOR SAN FERNANDO COMMUNITY HEALTH CENTER
- 4) CONSIDERATION TO ACCEPT A GRANT FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES TO UPDATE THE CITY'S LOCAL MULTI-HAZARD MITIGATION PLAN
- 5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS TO THE NATIONAL ENDOWMENT FOR THE ARTS AND THE CALIFORNIA ARTS COUNCIL FOR FUNDING SUPPORT OF THE MARIACHI MASTER APPRENTICE PROGRAM (MMAP)
- 6) CONSIDERATION TO AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH THE BOARD OF STATE AND COMMUNITY CORRECTIONS TO ACCEPT A GRANT FOR MENTAL HEALTH TRAINING FOR POLICE DESK OFFICERS

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

- 7) DISCUSSION OF RECOMMENDATIONS FROM THE CANNABIS AD HOC COMMITTEE AND DIRECTION REGARDING A RELATED BALLOT MEASURE

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City Manager Kimball presented the staff report and replied to questions from Councilmembers.

Councilmembers discussed the Ad Hoc Committee's recommendation and directed staff to report back (at the next meeting) with a number of possible ballot questions to ban certain marijuana business activities in the City; ranging from banning retail sales only to banning all marijuana related business activities.

8) **CONSIDERATION TO ADOPT AN ORDINANCE TO MERGE THE CULTURAL ARTS COMMISSION AND THE PARKS, WELLNESS AND RECREATION COMMISSION**

Director of Recreation and Community Services Julian Venegas presented the staff report.

Motion by Mayor Fajardo, seconded by Councilmember Mendoza to introduce for first reading, in title only, and waive full reading of Ordinance No. 1689, "An Ordinance of the City Council of the City of San Fernando, California, Repealing Division 2, (Cultural Arts Commission) of Chapter 2 "Administration" and Amending Article II, (Parks, Wellness and Recreation Commission) of Chapter 54, (Parks and Recreation) of the San Fernando Municipal Code" and also clarify that murals will stay within the purview of the City Council. By consensus, the motion carried.

9) **CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE CALIFORNIA STATE UNIVERSITY, NORTHRIDGE GREEN CITY PHOTO CONTEST AND THE USE OF THE CITY SEAL**

City Manager Kimball presented the staff report and replied to questions from Councilmembers.

Motion by Mayor Fajardo, seconded by Councilmember Mendoza, to:

- a. Approve the Co-Sponsorship of the California State University, Northridge (CSUN) Green City Photo Contest;
- b. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904;
- c. Authorize use of the City seal for all future CSUN Green City events, with City Manager approval; and
- d. Staff to add an item regarding "Earth Day" as a Consent item at the next meeting.

By consensus, the motion carried.

10) **DISCUSSION REGARDING THE USE OF ELECTRONIC SIGNATURES FOR CITY DOCUMENTS**

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Mayor Fajardo gave background information and his experience with DocuSign. City Attorney Padilla talked about California law regarding electronic signature transactions and staff was directed to report back regarding a policy, or ordinance, to implement such a program.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Julian Venegas gave updates regarding the Veterans Banner Reveal Program, the upcoming Parks, Wellness, and Recreation Commission meeting, and provided a recap regarding the Dia de Los Muertos event.

Deputy City Manager/Director of Community Development Hou gave updates on the citywide parking management master plan project and reported that staff will be at UCLA tomorrow recruiting for planning interns for upcoming year.

City Manager Kimball thanked staff for their response during the Edison power outage last week, also thanked Mr. Hou for stepping in during his absence, and reported that the State would be releasing PSPS grant funds to install permanent generators at City parks to make certain that services continue during emergencies.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Mendoza reported that the Las Palmas Park Senior Club acknowledged veterans Salvador Torres, Raul Corea, Luis Martinez, William Vasori and Rudy Calderon.

Mayor Fajardo reported that the second grader, who wrote him a letter, was invited to the next Council meeting to lead in the Pledge of Allegiance, thanked both Director of Recreation and Community Services Venegas for the Dia de Los Muertos event and Deputy City Manager/Director of Community Development Hou for his exemplary work during City Manager Kimball's absence. He requested that the meeting close in memory of City Manager Kimball's grandfather Olaf Garcia.

RECESS TO CLOSED SESSION (7:10 P.M.)**A) CONFERENCE WITH LABOR NEGOTIATOR**

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

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

B) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

G.C. §54956.9(d)(1)

Name of Case: Trini Godoy v. City of San Fernando

LACSC Case No: BC717137

RECONVENE/REPORT OUT FROM CLOSED SESSION (7:31 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – The City Manager provided an update, feedback was given by City Council, but no final action was taken.

Item B – The City Council voted (3-Yes, 0-No) to approve the terms of the settlement with plaintiff Godoy in the amount of \$67,500 and co-defendant Los Angeles County in the amount of \$22,500. The details of the current settlement will be written up by special legal counsel Dan Alderman and that document will be available as a public record.

ADJOURNMENT (7:33 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Pacheco, to adjourn the meeting in memory of Olaf Garcia. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 21, 2019, meeting as approved by the San Fernando City Council.

Elena G. Chávez, CMC
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Diego Ibañez, Director of Finance

Date: November 18, 2019

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 19-112 (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 Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 19-112

ATTACHMENT "A"**RESOLUTION NO. 19-112****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 19-112****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 18th day of November, 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 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
11/13/2019	12:46:48PM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
216689	11/18/2019	892552 A & M CATERING, INC.	103119-FINAL		FINAL-SENIOR CLUB THANKSGIVING 004-2380	3,080.00	
					Total :	3,080.00	
216690	11/18/2019	890104 ABBA TERMITE & PEST CONTROL	40654		BEE HIVE REMOVAL-WATER METER 070-383-0000-4260	95.00	
			40724		BEE HIVE REMOVAL-BOFA PARKING LC 029-335-0000-4300	95.00	
					Total :	190.00	
216691	11/18/2019	100050 ACE INDUSTRIAL SUPPLY	1836755		DRILL BITS 041-320-0000-4300	461.63	
					Total :	461.63	
216692	11/18/2019	888356 ADVANCED AUTO REPAIR	1377	12017	VEHICLE MAINT., REPAIRS AND MINOR 070-383-0000-4400	427.65	
			1385	12017	VEHICLE MAINT., REPAIRS AND MINOR 029-335-0000-4400	472.33	
			1388	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0152-4400	291.30	
			1392	12017	VEHICLE MAINT., REPAIRS AND MINOR 041-320-0320-4400	268.90	
					Total :	1,460.18	
216693	11/18/2019	890006 AGUIRRE, PETER	REFUND		STANDARD INS PREM. REFUND 001-2426	3.99	
					Total :	3.99	
216694	11/18/2019	887377 AKEMON, DOLORES	NOV 2019		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00	
					Total :	75.00	
216695	11/18/2019	891442 ALEX AUTO DETAILING	102919		CAR DETAILED-1443279 001-222-0000-4320	120.00	
			110519		CAR DETAILED-61031 001-222-0000-4320	120.00	

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vchlist

11/13/2019

12:46:48PM

Voucher List

CITY OF SAN FERNANDO

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Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216695	11/18/2019	891442 ALEX AUTO DETAILING	(Continued) 110619		CAR DETAIL-73090 001-222-0000-4320	120.00
					Total :	360.00
216696	11/18/2019	100143 ALONSO, SERGIO	OCT 2019	12069	MMAP ARTIST INSTRUCTOR: SERGIO / 109-424-3614-4260	460.00
				12069	001-424-0000-4430	680.00
					Total :	1,140.00
216697	11/18/2019	100164 AMERICAN PLANNING ASSOCIATION	144992-19106		ANNUAL PLANNING ADVISORY SERVIC 001-150-0000-4380	695.00
					Total :	695.00
216698	11/18/2019	100165 AMERICAN WATER WORKS, INC.	28430		VEHICLE MAINT 029-335-0000-4400	388.60
					Total :	388.60
216699	11/18/2019	100013 APCO, AFC INC.	645155		2020 MEMBERSHIP DUES 001-222-0000-4380	123.00
					Total :	123.00
216700	11/18/2019	887531 ARIAS JR., RAMIRO	REFUND		STANDARD INS PREM. REFUND 001-2426	22.69
					Total :	22.69
216701	11/18/2019	888321 ARRIZON, FRANCISCO	NOV 2019		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
					Total :	75.00
216702	11/18/2019	891209 AUTONATION SSC	311659		MOTOR MOUNT-PD0700 041-320-0225-4400	63.92
					Total :	63.92
216703	11/18/2019	893013 AYSON, LEILANI	OCT 2019		ZUMBA INSTRUCTOR 017-420-1337-4260	155.00
					Total :	155.00

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Vchlist

11/13/2019 12:46:48PM

Voucher List

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216717	11/18/2019	892425 892425 CASTRO, ANGIE	(Continued)		Total :	150.00
216718	11/18/2019	103814 CERVANTES, JORGE	REFUND		STANDARD INS PREM. REFUND 001-2426	90.05
					Total :	90.05
216719	11/18/2019	893380 CHAVEZ, DANIEL	110219		FACE PAINTER 001-424-0000-4260	250.00
					Total :	250.00
216720	11/18/2019	887917 CHIASSON, COURTNEY JAMES	REFUND		STANDARD INS PREM. REFUND 001-2426	551.62
					Total :	551.62
216721	11/18/2019	100731 CITY OF LOS ANGELES	74WP200000041	12110	FY 19-20 O&M OF ASSC- NOV 2019 072-365-0629-4600	149,167.00
			74WP200000042	12109	FY 19-20 ASSC - CAPITAL-NOV 2019 072-360-0629-4260	99,487.00
					Total :	248,654.00
216722	11/18/2019	103029 CITY OF SAN FERNANDO	2110-2143		REIMB. TO WORKER'S COMP 006-1038	13,710.80
					Total :	13,710.80
216723	11/18/2019	890893 CITY OF SAN FERNANDO	NOV 2019		VARIOUS CITY PROPERTY UTILITY BIL 043-390-0000-4210	6,074.07
					Total :	6,074.07
216724	11/18/2019	100805 COOPER HARDWARE INC.	118185	12034	MISCELLANEOUS SUPPLIES FOR PW (47.23
			118276	12034	043-390-0000-4300 MISCELLANEOUS SUPPLIES FOR PW (41.59
			118296	12034	070-384-0000-4310 MISCELLANEOUS SUPPLIES FOR PW (9.64
			118348	12034	043-390-0000-4300 MISCELLANEOUS SUPPLIES FOR PW (40.31
					070-383-0301-4300	Total :138.77

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216725	11/18/2019	892937 CORONA, AIDEE	OCT 2019		CARDIO DANCE & PUMP INSTRUCTOR 017-420-1322-4260	160.00
					Total :	160.00
216726	11/18/2019	887930 CPCA	TRAVEL		REGSTR-CPCA 2019 CONFERENCE ON 001-224-0000-4360	650.00
					Total :	650.00
216727	11/18/2019	889093 CRUZ, LUZ	REFUND		STANDARD INS PREM. REFUND 001-2426	73.97
					Total :	73.97
216728	11/18/2019	893114 DE LA PENA, RICHARD	REFUND		STANDARD INS PREM. REFUND 001-2426	58.69
					Total :	58.69
216729	11/18/2019	100910 DE SANTIAGO, MICHELLE	REFUND		STANDARD INS PREM. REFUND 001-2426	142.45
					Total :	142.45
216730	11/18/2019	893392 DEAN, JAMES	REFUND		STANDARD INS PREM. REFUND 001-2426	95.54
					Total :	95.54
216731	11/18/2019	893293 DELGADO, DANIEL	REFUND		STANDARD INS PREM. REFUND 001-2426	11.00
			REIMB		LUNCH-EVOC TRAINING IN GLENDALE 001-225-0000-4360	15.00
					Total :	26.00
216732	11/18/2019	893347 DELGADO, WALTER	2000314.003		SENIOR TRIP REFUND 004-2383	20.00
					Total :	20.00
216733	11/18/2019	887121 DELL MARKETING L.P.	10346649205		MONTIORS 001-225-0000-4350	1,514.20
			10349918151	12129	(1) MONTH - 200 OUTLOOK 365 LICENS 001-135-0000-4260	1,582.00

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216733	11/18/2019	887121 887121 DELL MARKETING L.P.	(Continued)		Total :	3,096.20
216734	11/18/2019	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR VARIOUS EVENTS	
					004-2346	231.67
			REIMB.		004-2383	10.00
					MILEAGE RIEMB-WORK RELATED	
					001-420-0000-4390	41.06
					Total :	282.73
216735	11/18/2019	888951 DOMINGUEZ, WALTER	TRAVEL		PER DIEM-ACTIVE SHOOTER INSTRUC	
					001-225-0000-4360	140.00
					Total :	140.00
216736	11/18/2019	893103 DUARTE, MARITZA	102519		REIMB OF SUPPLIES FOR SR CLUB DA	
					004-2380	52.00
					Total :	52.00
216737	11/18/2019	101010 DUTHIE POWER SERVICES INC.	S69409	12073	GENERATOR MAINTENANCE AND EME	
					070-384-0000-4400	1,103.93
					Total :	1,103.93
216738	11/18/2019	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING	
					001-190-0310-4132	1,908.00
					001-190-0000-4132	4,500.00
					Total :	6,408.00
216739	11/18/2019	893387 ESCANUELAS, JOSE LUIS	1459		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
216740	11/18/2019	890879 EUROFINS EATON ANALYTICAL, INC	L0467719	12036	WATER TESTING AND ANALYSIS SERV	
			L0470484	12036	070-384-0000-4260	150.00
			L0475130	12036	WATER TESTING AND ANALYSIS SERV	900.00
			L0475444	12036	070-384-0000-4260	1,750.00
				12036	WATER TESTING AND ANALYSIS SERV	152.00
					070-384-0000-4260	

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216740	11/18/2019	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0476306	12036	WATER TESTING AND ANALYSIS SERV	36.00
			L0476307	12036	070-384-0000-4260	152.00
			L0476726	12036	WATER TESTING AND ANALYSIS SERV	144.00
			L0477022	12036	070-384-0000-4260	150.00
			L0477301	12036	WATER TESTING AND ANALYSIS SERV	150.00
			L0477546	12036	WATER TESTING AND ANALYSIS SERV	152.00
			L0477575	12036	WATER TESTING AND ANALYSIS SERV	144.00
			L0478171	12036	070-384-0000-4260	150.00
			L0478354	12036	WATER TESTING AND ANALYSIS SERV	150.00
			L0478571	12036	070-384-0000-4260	144.00
			L0478978	12036	WATER TESTING AND ANALYSIS SERV	180.00
			L0479687	12036	070-384-0000-4260	150.00
			L0480188	12036	WATER TESTING AND ANALYSIS SERV	144.00
					Total :	4,798.00
216741	11/18/2019	101114 EXCEL PAVING COMPANY	1	12134	ANNUAL STREET RESURFACING PROJ	55,400.00
					070-385-0560-4600	-2,770.00
					070-2037	
					Total :	52,630.00
216742	11/18/2019	101178 FLORES, ADRIAN	TRAVEL		PER DIEM-FIELD TRAINING OFFICER L	105.00
					001-225-0000-4360	

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216742	11/18/2019	101178 101178 FLORES, ADRIAN	(Continued)		Total :	105.00
216743	11/18/2019	892925 FORD THEATRE FOUNDATION	SFJAM11022019	12130	FORD THEATRE FOUNDATION JAM SE: 001-424-0000-4260	1,700.00
					Total :	1,700.00
216744	11/18/2019	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER 070-384-0000-4220	45.83
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	41.70
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	120.76
			209-188-4362-031792		PD MAJOR PHONE LINES 001-222-0000-4220	625.26
			209-188-4363-031892		VAROUS PHONE LINES 001-190-0000-4220	85.76
					070-384-0000-4220	284.70
					001-420-0000-4220	280.86
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	38.10
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	28.99
			818-837-1509-032207		PW PHONE LINES 001-190-0000-4220	38.07
			818-838-4969-021803		PD ALARM PANEL 001-222-0000-4220	125.47
					Total :	1,715.50
216745	11/18/2019	893309 GOMEZ, MELINDA	OCT 2019		BOXING INSTRUCTOR 017-420-1337-4260	175.00
					Total :	175.00
216746	11/18/2019	101358 GONZALEZ, ROBERT	1619		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
216747	11/18/2019	101376 GRAINGER, INC.	9330685042		SUPPLIES FOR BUILDING, ELECTRICA	

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216747	11/18/2019	101376 GRAINGER, INC.	(Continued)				
			9330688061	12022	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	162.29	
			9332250571	12022	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	335.67	
			9333352863	12022	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	12.81	
				12022	043-390-0000-4300	1,170.48	
					Total :	1,681.25	
216748	11/18/2019	101671 GUZMAN, DANETTE	REFUND		STANDARD INS PREM. REFUND 001-2426	53.70	
					Total :	53.70	
216749	11/18/2019	101434 GUZMAN, JESUS ALBERTO	OCT 2019	12074	MMAP ARTIST INSTRUCTOR: JESUS GI 108-424-3653-4260	1,500.00	
					Total :	1,500.00	
216750	11/18/2019	101512 HDL, COREN & CONE	0027231-IN		CONTRACT SERVICE-PROPERTY TAX I 001-130-0000-4270	1,506.79	
					Total :	1,506.79	
216751	11/18/2019	893384 HERNANDEZ, CELIA	2000315.003		SENIOR TRIP REFUND 004-2383	20.00	
					Total :	20.00	
216752	11/18/2019	893388 HERNANDEZ, MAYRA	1616		FACILITY RENTAL DEP REFUND 001-2220	150.00	
					Total :	150.00	
216753	11/18/2019	101599 IMAGE 2000 CORPORATION	329029		VARIOUS COPIER MAINT CONTRACT 9 001-135-0000-4260	1,053.29	
					072-360-0000-4450	23.74	
					001-135-0000-4260	141.14	
					Total :	1,218.17	
216754	11/18/2019	891570 INNOVATIVE TELECOM. SYSTEMS	2646		TELEPHONE EQUIP MAINT-DEC 2019 001-190-0000-4260	395.00	

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216793	11/18/2019	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-350357	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0346-4400	14.37
			4605-350604	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-1215	134.12
			4605-351137	12025	VEH. SERV., MAINT. & REPAIR PARTS 041-320-0320-4400	14.23
					Total :	322.45
216794	11/18/2019	102485 OROZCO, PATSY	REFUND		STANDARD INS PREM. REFUND 001-2426	72.28
					Total :	72.28
216795	11/18/2019	893383 ORTEGA, ESPERANZA	2000317.003		SENIOR TRIP REFUND 004-2383	20.00
					Total :	20.00
216796	11/18/2019	100221 ORTEGA, SYLVIA	REFUND		STANDARD INS PREM. REFUND 001-2426	144.02
					Total :	144.02
216797	11/18/2019	893379 ORTIZ, DAVID	110219		NATIONAL ANTHEM-5K RUN 001-424-0000-4260	100.00
					Total :	100.00
216798	11/18/2019	892749 PACHECO, VERONICA	OCT 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
216799	11/18/2019	889236 PADILLA, MARIA	REFUND		STANDARD INS PREM. REFUND 001-2426	34.50
					Total :	34.50
216800	11/18/2019	889978 PERFORMANCE PIPELINE	070-2613		CONSTRUCTION METER DEP REFUND 070-2613	331.30
					Total :	331.30
216801	11/18/2019	102605 PETRELLI, SAL	TRAVEL		PER DIEM-ACTIVE SHOOTER INSTRUC	
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216801	11/18/2019	102605 PETRELLI, SAL	(Continued)		001-225-0000-4360	140.00
					Total :	140.00
216802	11/18/2019	887646 PLUMBERS DEPOT INC	PD-42991		REPAIR DIGITAL FOOTAGE COUNTER 072-360-0000-4300	1,063.80
					Total :	1,063.80
216803	11/18/2019	893381 PRODUCCIONES LLUVIA Y FUEGO	110219		MARIACHI-DIA DE LOS MUERTOS & 5K 004-2359	300.00
					Total :	300.00
216804	11/18/2019	102697 PROVIDENCE HOLY CROSS	20005772489		PROFESSIONAL SERVICES 001-225-0000-4350	75.00
					Total :	75.00
216805	11/18/2019	892297 PUKUJ CULTURAL COMMUNITY	1	12135	JULY-PROF SERVS AGREEMENT YOUT 110-422-3649-4270	7,189.00
			2	12135	AUG-PROF SERVS AGREEMENT YOUT 110-422-3649-4270	5,977.00
			3	12135	SEPT-PROF SERVS AGREEMENT YOU' 110-422-3649-4270	11,266.00
					Total :	24,432.00
216806	11/18/2019	102737 QUINTANA, RUBEN	REFUND		STANDARD INS PREM. REFUND 001-2426	56.03
					Total :	56.03
216807	11/18/2019	102779 RAMIREZ, THOMAS	OCT 2019	12114	KARATE INSTRUCTOR 017-420-1326-4260	750.00
					Total :	750.00
216808	11/18/2019	887296 ROBLED0, OLIVIA	OCT 2019		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
216809	11/18/2019	892071 ROBLES, J.	REFUND		STANDARD INS PREM. REFUND 001-2426	135.40
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216822	11/18/2019	892367 SOLIS, MARGARITA	(Continued)		004-2380	68.38	
					Total :	68.38	
216823	11/18/2019	893391 SOLIS, MICHELLE	1663		FACILITY RENTAL DEP REFUND 001-2220	112.50	
					Total :	112.50	
216824	11/18/2019	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST		
			2-02-682-7675		043-390-0000-4210	5,301.32	
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	8,892.76	
					043-390-0000-4210		
					ELECTRIC-VRIOUS LOCATIONS	1,749.52	
					029-335-0000-4210	533.71	
					070-384-0000-4210	15,008.86	
			2-33-746-5215		043-390-0000-4210		
			2-39-084-2581		ELECTRIC-190 PARK	507.05	
					027-344-0000-4210	11.56	
					ELECTRIC-1117 2ND		
					043-390-0000-4210	32,004.78	
					Total :	32,004.78	
216825	11/18/2019	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION		
					074-320-0000-4402	5,836.83	
					Total :	5,836.83	
216826	11/18/2019	893370 SPRINGHILL SUITES SAN DIEGO	TRAVEL		LODGING-ACTIVE SHOOTER INSTRUC		
			TRAVEL		001-225-0000-4360	574.14	
					LODGING-ACTIVE SHOOTER INSTRUC		
					001-225-0000-4360	574.14	
					Total :	1,148.28	
216827	11/18/2019	103251 STANLEY PEST CONTROL	187359		PEST EXTERMINATION OF VARIOUS CI		
			187361	12091	043-390-0000-4260	94.00	
			187363	12091	PEST EXTERMINATION OF VARIOUS CI		
					043-390-0000-4260	135.00	
					PEST EXTERMINATION OF VARIOUS CI		
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216827	11/18/2019	103251 STANLEY PEST CONTROL	(Continued)			
			187364	12091	043-390-0000-4260	55.00
			187365	12091	PEST EXTERMINATION OF VARIOUS CI	95.00
			187366	12091	043-390-0000-4260	85.00
			187581	12091	PEST EXTERMINATION OF VARIOUS CI	85.00
			196226	12091	043-390-0000-4260	62.00
			196231	12091	PEST EXTERMINATION OF VARIOUS CI	94.00
			196232	12091	043-390-0000-4260	62.00
			196233	12091	PEST EXTERMINATION OF VARIOUS CI	135.00
			196234	12091	043-390-0000-4260	55.00
			196235	12091	PEST EXTERMINATION OF VARIOUS CI	95.00
			196236	12091	043-390-0000-4260	85.00
			196237	12091	PEST EXTERMINATION OF VARIOUS CI	85.00
					043-390-0000-4260	85.00
					Total :	1,222.00
216828	11/18/2019	889149 STAPLES BUSINESS ADVANTAGE	3429083968		BREAK ROOM SUPPLIES	
					001-190-0000-4300	156.72
					Total :	156.72
216829	11/18/2019	888946 TEKWERKS	24443		WEBSITE HOSTING DURING TRANSIT	
			8457	12061	001-135-0000-4260	100.00
					HARDWARE CABLE & EQUIPMENT FOR	
					043-390-0000-4330	516.00
					Total :	616.00
216830	11/18/2019	893390 THAWER, SHAFINA	1653		FACILITY RENTAL DEP REFUND	

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216830	11/18/2019	893390 THAWER, SHAFINA	(Continued)		001-2220	150.00
					Total :	150.00
216831	11/18/2019	101528 THE HOME DEPOT CRC, ACCT#603532202490	22765		MISC SUPPLIES	
			3662857		070-383-0301-4300	145.08
			9127036		GENERATOR	627.00
			9221794		041-320-0000-4300	29.29
					MATL'S FOR REPAIR	
					043-390-0000-4300	-627.00
					GENERATOR RETURNED	
					041-320-0000-4300	
					Total :	174.37
216832	11/18/2019	890817 THE WALKING MAN, INC.	E9902		FALL BROCHURE DISTRIBUTION	
					001-420-0000-4260	850.00
					Total :	850.00
216833	11/18/2019	103903 TIME WARNER CABLE	10369101819		CABLE-PD 10/18-11/17	
			196309092319		001-222-0000-4260	236.39
			222204100119		INTERNET SERVICES 10/23-11/22	1,299.00
					001-190-0000-4220	
					CABLE-PW OPS CENTER (10/29-11/28)	
					043-390-0000-4260	121.67
					Total :	1,657.06
216834	11/18/2019	893376 TIREHUB, LLC	10585692		TIRES FOR FLEET	
					041-1215	1,416.00
					Total :	1,416.00
216835	11/18/2019	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS-06	
					001-420-0000-4220	39.75
					001-152-0000-4220	19.97
					Total :	59.72
216836	11/18/2019	893353 TOLENTINO, CLARISA	NOV 2019		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00

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216836	11/18/2019	893353 893353 TOLENTINO, CLARISA	(Continued)			Total :	75.00
216837	11/18/2019	887458 TORRES, HECTOR	REIMB.		LUNCH-EVOC TRAINING IN GLENDALE		
					001-224-0000-4360	15.00	
					Total :	15.00	
216838	11/18/2019	103413 TRANS UNION LLC	10905351		CREDIT CHECKS		
					001-222-0000-4260	82.94	
					Total :	82.94	
216839	11/18/2019	890998 TRUJILLO, RODOLFO	NOV 2019		COMMISSIONER'S STIPEND		
					001-310-0000-4111	75.00	
					Total :	75.00	
216840	11/18/2019	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		POSTAGE MACHINE REIMB		
					001-190-0000-4280	1,500.00	
					Total :	1,500.00	
216841	11/18/2019	103445 UNDERGROUND SERVICE ALERT	1020190681		(50) NEW TICKET CHARGES & MAINT F		
			18DSBFE5992		070-381-0000-4260	92.50	
			920190681		CA STATE FEE FOR REGULATOR COST	48.93	
					070-381-0000-4260	104.05	
					(57) NEW TICKETS & MONTHLY MAINT-	245.48	
					070-381-0000-4260		
					Total :	245.48	
216842	11/18/2019	103439 UPS	831954449		COURIER SERVICE		
					001-190-0000-4280	204.83	
					Total :	204.83	
216843	11/18/2019	893372 VALDEZ, LUZ AHIDA	43-3465-02		WATER ACCT REFUND-1610 SECOND		
					070-2010	27.91	
					Total :	27.91	
216844	11/18/2019	893385 VENTURA, EDITH	1596		FACILITY RENTAL DEP REFUND		
					001-2220	150.00	
					Total :	150.00	

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Voucher List

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216845	11/18/2019	103574 VERDIN, FRANCISCO JAVIER	JULY-SEPT 2019		FOLK DANCE INSTRUCTOR 017-420-1362-4260	756.00
					Total :	756.00
216846	11/18/2019	892081 VERIZON BUSINESS SERVICES	71272139		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,059.94
					Total :	1,059.94
216847	11/18/2019	100101 VERIZON WIRELESS-LA	9840280953		MDT MODEMS-PD UNITS 001-222-0000-4220	1,275.18
			9840564049		PLANNING CELL PHONE PLAN 001-140-0000-4220	5.34
			9840617469		VARIOUS CELL PHONE PLANS 001-222-0000-4220	279.72
					001-152-0000-4220	190.05
			9840893530		CITY YARD CELL PHONE PLANS 070-384-0000-4220	149.37
					043-390-0000-4220	22.21
					041-320-0000-4220	22.21
					072-360-0000-4220	31.56
			9840904333		VARIOUS CELL PHONE PLANS 001-106-0000-4220	61.89
					070-384-0000-4220	49.61
					Total :	2,087.14
216848	11/18/2019	892825 VIA PROMOTIONALS, INC	16723		WATER BOTTLES-5K RUN 017-420-1395-4300	429.26
					Total :	429.26
216849	11/18/2019	103581 VICTOR TRANSMISSION	30301	12092	VEHICLE MAINT. & TRANSMISSION REI 041-320-0225-4400	2,841.65
					Total :	2,841.65
216850	11/18/2019	103692 VILLALVA, FRANCISCO	REFUND		STANDARD INS PREM. REFUND 001-2426	23.86
					Total :	23.86

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Bank code : bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
216851	11/18/2019	893386 VILLALVA, SYLVIA	1601		FACILITY RENTAL DEP REFUND 001-2220	150.00	
					Total :	150.00	
216852	11/18/2019	103603 VULCAN MATERIALS COMPANY	72397499		UTILITY TRENCH AND POTHOLE REPA		
				12043	072-360-0000-4300	744.61	
				12043	070-383-0301-4300	744.61	
					Total :	1,489.22	
216853	11/18/2019	888390 WEST COAST ARBORISTS, INC.	153140		PARKING LOTS TREE REMOVAL & PLA		
				12124	029-335-0000-4600	4,484.00	
			153141		PARKING LOTS TREE REMOVAL & PLA		
				12124	029-335-0000-4600	3,555.00	
			153142		PARKING LOTS TREE REMOVAL & PLA		
				12124	029-335-0000-4600	3,555.00	
			153146		PARKING LOTS TREE REMOVAL & PLA		
				12124	029-335-0000-4600	2,370.00	
					Total :	13,964.00	
216854	11/18/2019	891571 WESTERN STAMP, INC	44254		SELF INK STAMPS		
					001-130-0000-4300	73.34	
					070-381-0000-4300	36.66	
					Total :	110.00	
216855	11/18/2019	890970 WEX BANK	62068406		FUEL FOR FLEET		
					041-320-0152-4402	348.29	
					041-320-0221-4402	210.98	
					041-320-0222-4402	315.17	
					041-320-0224-4402	1,077.62	
					041-320-0225-4402	8,374.02	
					041-320-0226-4402	2.00	
					041-320-0228-4402	486.55	
					041-320-0311-4402	967.93	
					041-320-0312-4402	2.00	
					041-320-0320-4402	220.01	
					041-320-0346-4402	131.04	
					041-320-0370-4402	955.89	

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216855	11/18/2019	890970 WEX BANK	(Continued)		041-320-0390-4402	1,676.11
					041-320-0420-4402	129.64
					007-313-3630-4402	4.00
					029-335-0000-4402	89.42
					070-381-0000-4402	62.28
					070-382-0000-4402	732.40
					070-383-0000-4402	1,200.59
					070-384-0000-4402	341.74
					072-360-0000-4402	379.77
					Total :	17,707.45
216856	11/18/2019	890534 WHENTOWORK, INC.	60694185-60-12-19		ONLINE SCHEDULING SERVICE	
					001-420-0000-4260	315.00
					Total :	315.00
216857	11/18/2019	889138 WIEDER, CAROL	102419		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					Total :	250.00
216858	11/18/2019	891531 WILLDAN ENGINEERING	00330619	11599	PROVIDE GRANT ADMINISTRATION SE	
			003-30796		008-311-6676-4600	384.00
				12118	ENGINEERING SERVICES	
					001-310-0000-4270	9,750.00
					Total :	10,134.00
216859	11/18/2019	889491 WILLDAN FINANCIAL SERVICES	010-42852	12082	LANDSCAPING & LIGHTING ASSESSME	
					027-344-0000-4260	2,500.00
					Total :	2,500.00
216860	11/18/2019	892390 WILMINGTON TRUST	115494-007		COP 2016 INTEREST PYMNT	
					012-310-0000-4410	46,018.76
					012-1041	-13.65
					Total :	46,005.11
216861	11/18/2019	103688 WIL-POWER BATTERY DIST.	174932		BATTERY BACK-UP - SCADA @ MWD B	
					070-384-0000-4320	16.39

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Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
216861	11/18/2019	103688 103688 WIL-POWER BATTERY DIST.	(Continued)			Total :	16.39	
216862	11/18/2019	892785 WONG, MICHELLE	OCT 2019		YOGA INSTRUCTOR			
					017-420-1337-4260		75.00	
						Total :	75.00	
216863	11/18/2019	890008 WOODWARD, BRIAN	REFUND		STANDARD INS PREM. REFUND			
					001-2426		189.00	
						Total :	189.00	
216864	11/18/2019	893389 XOLALPA, GRACIELA	1505		FACILITY RENTAL DEP REFUND			
					001-2220		150.00	
						Total :	150.00	
216865	11/18/2019	103752 ZUMAR INDUSTRIES, INC.	86033	12045	REPLACEMENT OF DAMAGED, FADED			
					001-370-0301-4300		95.22	
						Total :	95.22	
177 Vouchers for bank code :		bank3					Bank total :	604,842.64
177 Vouchers in this report							Total vouchers :	604,842.64

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216313	10/3/2019	103648 CITY OF SAN FERNANDO	PR 10-4-19		REIMB FOR PAYROLL W/E 9-27-19	
					001-1003	421,318.58
					007-1003	323.07
					008-1003	2,134.26
					017-1003	36.13
					027-1003	4,718.54
					029-1003	2,721.18
					030-1003	3,604.45
					041-1003	11,675.44
					043-1003	24,767.67
					070-1003	40,963.89
					072-1003	21,542.31
					094-1003	158.31
					110-1003	669.77
					119-1003	1,803.64
					Total :	536,437.24
216314	10/3/2019	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - OCT 2019	
					001-1160	11,780.36
					Total :	11,780.36
216315	10/3/2019	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - OCT 2019	
					001-1160	234.96
					Total :	234.96
216316	10/3/2019	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - OCT 2019	
					001-1160	2,511.79
					Total :	2,511.79
216317	10/3/2019	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - OCT 2019	
					001-1160	3,536.39
					Total :	3,536.39
216319	10/4/2019	893333 GARCIA, YVONNE	C1529		SENIOR CLUB EVENT-HAWAIIAN PERF	
					004-2380	150.00

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Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216319	10/4/2019	893333 893333 GARCIA, YVONNE	(Continued)		Total :	150.00
216320	10/9/2019	103648 CITY OF SAN FERNANDO	SPR 10-9-19		REIMB FOR SPECIAL PAYROLL W/E 10-	
					001-1003	36,316.79
					Total :	36,316.79
216321	10/15/2019	888705 WEST COAST TOURS	11271	12126	SENIOR CLUB TRIPS (MOTOR COACH	
					004-2383	6,740.00
					Total :	6,740.00
216322	10/15/2019	888705 WEST COAST TOURS	11271-2	12126	GRATUITY-SR CLUB TRIPS (MOTOR CC	
					004-2383	300.00
					Total :	300.00
216462	10/17/2019	103648 CITY OF SAN FERNANDO	PR 10-18-19		REIMB FOR PAYROLL W/E 10-11-19	
					029-1003	3,179.46
					030-1003	2,914.59
					041-1003	12,070.78
					043-1003	23,816.95
					070-1003	38,029.80
					072-1003	20,662.56
					094-1003	158.31
					110-1003	614.56
					119-1003	1,803.63
					001-1003	430,488.71
					007-1003	298.73
					008-1003	2,208.68
					017-1003	80.74
					027-1003	4,575.91
					Total :	540,903.41
216464	10/21/2019	103045 SAN FER. MALL DOWNTOWN ASSOC.	ADV PYMNT		ADV PYMNT FOR VARIOUS EVENTS	
					001-2260	21,500.00
					Total :	21,500.00
216467	10/29/2019	891825 UNITED STATES TREASURY	JULY-SEPT 2019		EXCISE TAX QRTL PYMNT-09/30/19	
					074-320-0000-4457	3,630.09

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216467	10/29/2019	891825	891825 UNITED STATES TREASURY	(Continued)		Total : 3,630.09
12 Vouchers for bank code : bank3						Bank total : 1,164,041.03
12 Vouchers in this report						Total vouchers : 1,164,041.03

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK

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Voucher List

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
216466	10/29/2019	887121 DELL MARKETING L.P.	10321368425	11972	DELL LAPTOP LATITUDE 5420 W/BUSIN 001-152-0000-4500	2,266.76
Total :						2,266.76
1 Vouchers for bank code : bank3						Bank total : 2,266.76
1 Vouchers in this report						Total vouchers : 2,266.76

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Julian J. Venegas, Director of Recreation and Community Services

Date: November 18, 2019

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with Pukúu Cultural Community Services to Provide Youth Diversion Program Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the First Amendment to the Professional Services Agreement with the Pukúu Cultural Community Services for the Youth Diversion Program (Attachment "A" – Contract No. 1929(a)); and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On March 12, 2019, representatives from the Fernandeno Tataviam Band of Mission Indians (Tataviam Tribe) met with City staff to discuss the Youth Reinvestment Grant Program opportunity administered by the California Board of State and Community Corrections (BSCC). The Tataviam Tribe asked to partner with the City on an application for the Youth Reinvestment Grant.
2. On March 18, 2019, the City Council approved a partnership with the Tataviam Tribe's Education and Cultural Learning Department (dba Pukúu Cultural Community Services) to provide youth diversion services and to serve as Applicant and Lead Public Agency for the Youth Reinvestment Grant through the BSCC.
3. On March 18, 2019, the City Council also authorized waiver of facility use fees and staff time as in-kind contributions to meet the required match, authorized use of the City seal, logo and social media on digital and print material related to the program, pursuant to City Council

Consideration to Approve a First Amendment to the Professional Services Agreement with Pukúu Cultural Community Services to Provide Youth Diversion Program ServicesPage 2 of 3

Resolution No. 6904, and authorized the City Manager to sign the grant application and execute all related documents.

4. On June 13, 2019, the City received notification from the BSCC that the Youth Reinvestment Proposal had been approved, but additional forms, including a Resolution authorizing City Council's approval to participate in the Youth Reinvestment Grant Program and designating the City Manager as agency representative had to be submitted no later than June 20, 2019.
5. On June 17, 2019, the City Council adopted Resolution No. 7935 authorizing participation in the Youth Reinvestment Grant Program and authorizing the City Manager to submit the grant proposal for this funding and to sign the grant agreement. The BSCC awarded the City and Tataviam Tribe a partnership grant in the amount of \$1,000,000. On that same date, the City Council approved acceptance of these grant funds.
6. On August 19, 2019, the City Council approved a Non-Exclusive License Agreement with the Tataviam Tribe (Contract No. 1926) to use facilities at Las Palmas Park to conduct the youth diversion programs and waived fees as part of the City's annual match requirement.
7. On September 3, 2019, the City Council approved a Professional Services Agreement with the Pukúu Cultural Community Services (Contract No. 1929) to provide a youth division program for indigenous youth and youth of color as a means to recover community identity and gain self-actualization in a positive environment.

ANALYSIS:

The approval of this first amendment will align the term of the Youth Reinvestment Grant and the term of the Professional Services Agreement with the Pukúu Cultural Community Services. The term of the Youth Reinvestment Grant is July 1, 2019 through February 28, 2023. The term of the Professional Services Agreement is July 1, 2019 through June 30, 2022. Therefore, an amendment to the Professional Services Agreement is needed to extend the Professional Services Agreement to February 28, 2023 to be consistent with the ending term date of the Youth Reinvestment grant.

Extending the Professional Services Agreement enables the Pukúu Cultural Community Services to continue rendering services until the term of the Youth Reinvestment Grant expires. The addition of the eight months will not increase the total compensation set forth in the Master Agreement, and all other clauses and sections of the Master Agreement shall remain unchanged.

Consideration to Approve a First Amendment to the Professional Services Agreement with Pukúu Cultural Community Services to Provide Youth Diversion Program ServicesPage 3 of 3

BUDGET IMPACT:

The grant award of \$1,000,000 will be distributed over a three-year period, which includes a 10% match of \$100,000. In accordance with the Professional Services Agreement and Grant Agreement, Pukúu Cultural Community Services will be reimbursed monthly after submitting a detailed invoice for services provided to the City under the grant program up to a maximum of \$900,000.

CONCLUSION:

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with the Pukúu Cultural Community Services for the Youth Diversion Program (Attachment "A").

ATTACHMENT:

A. Contract No. 1929(a)

THE CITY OF
SAN FERNANDOATTACHMENT "A"
CONTRACT NO. 1929(a)

FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

Pukúu Cultural Community Services
Professional Services for the Youth Diversion Program

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Youth Diversion Program Services" Contract No. 1929 dated July 1, 2019 (hereinafter, "Master Agreement"), is hereby made and entered into this 18th day of November, 2019 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Pukúu Cultural Community Services, A non-profit (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on July 1, 2019 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by changing Section 1.2 Term of said agreement from three (3) years to three (3) years and eight (8) months; and

WHEREAS, the change of term shall not increase the total compensation of the Master Agreement as a result of additional services rendered during the extended time frame; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of November 18, 2019 under Agenda Item No. 6.

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

SECTION 1. The Term set forth under Section 1.2 of the Master Agreement shall be extended from three (3) years to three (3) years and eight (8) months, with a termination date of February 28, 2023.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**Professional Services for the Youth Diversion Program**Page 2 of 2

Agreement shall remain binding, controlling, and in full force and effect. Section 1.2 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**By: _____
Nick Kimball, City Manager**CONSULTANT:****Pukúu Cultural Community Services**By: _____
Name: _____
Title: _____**APPROVED AS TO FORM**By: _____
Richard Padilla, Assistant City Attorney



PROFESSIONAL SERVICES AGREEMENT

Pukúu Cultural Community Services

Youth Diversion Program Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Pukúu Cultural Community Services (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of three (3) years commencing from the effective date, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the Project Budget which is included in **Exhibit "B"** (hereinafter, the "**Approved Rate Schedule**").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$900,000 (hereinafter, the "**Not-to-Exceed Sum**"), unless such

PROFESSIONAL SERVICES AGREEMENT

Youth Diversion Program Services

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added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

PROFESSIONAL SERVICES AGREEMENT

Youth Diversion Program Services

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Recreation and Community Services (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 Eric Sanchez, Executive Director, 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

Youth Diversion Program Services

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

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

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

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

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

III. INSURANCE

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

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

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- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

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Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C

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below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation

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of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts,

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schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Pukuu Cultural Community Services
1019 Second Street
San Fernando, CA 91340
Attn: YRG Program Administrator
Phone: (818) 837-0794
Fax:
Email: eric.sanchez@pukuu.org

CITY:

City of San Fernando
City Manager's Office
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager
Phone: (818) 898-1202
Fax: (818) 361-7631

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

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

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- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDOBy: 

Nick Kimball, City Manager

PUKUU CULTURAL COMMUNITY SERVICESBy: Name: Eric SanchezTitle: Executive Director**APPROVED AS TO FORM**By: 

Rick R. Olivarez, City Attorney

EXHIBIT "A"

Youth Reinvestment Grant

PROPOSAL PACKAGE COVER SHEET

Submitted by:

The City of San Fernando

Date submitted:

March 29, 2019

Youth Reinvestment Grant Program Proposal Checklist

A complete YRG Grant Program proposal package must contain the following (to be submitted in the order listed):

	Required Items:	✓
1	Cover Sheet	✓
2	Youth Reinvestment Grant Program Proposal Checklist <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	✓
3	Applicant Information Form <ul style="list-style-type: none"> Signed in blue ink by the authorized signatory (original signature) 	✓
4	Proposal Abstract <ul style="list-style-type: none"> 1 page only 	✓
5	Proposal Narrative <ul style="list-style-type: none"> 10 pages or less 	✓
6	Budget Table & Narrative <ul style="list-style-type: none"> Use Excel document provided 	✓
7	Project Work Plan <ul style="list-style-type: none"> Use template provided 	✓
8	Request for Proposals Attachments <ul style="list-style-type: none"> 10 pages or less Includes Letter(s) of Support and Commitment. May also include endnotes, bibliography, and/or charts and graphs cited within narrative, as applicable or necessary. 	✓
	Required Attachments for <u>All Applicants</u>:	
9	<ul style="list-style-type: none"> <i>Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds (Appendix A) - Signed in blue ink by the authorized signatory (original signature)</i> <i>Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix I) - Signed in blue ink by the authorized signatory (original signature)</i> 	✓ ✓
	Optional:	
10	Governing Board Resolution (Appendix G) Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> required at time of proposal submission.	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

Applicant Authorized Signature (see Applicant Information Form, Part K, next page)

*****ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED*****


Youth Reinvestment Grant Program Applicant Information Form

A. APPLICANT:		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT The City of San Fernando		TAX IDENTIFICATION # 95-6000779	
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. LOCATION OF SERVICES:			
The City of San Fernando and surrounding area			
D. PROJECT TITLE:		Pasék'vitam P'u'ú Amínuktu: San Fernando Youth Reinvestment Program	
E. PROJECT SUMMARY (100-150 words):		F. GRANT FUNDS REQUESTED:	
		\$1,000,000	
<p>The City of San Fernando is partnering with Fernandéño Tataviam Band of Mission Indians' NGO, Pukúu Cultural Community Services, to launch the Youth Reinvestment Grant proposal; Tataviam Pasék'vitam P'u'ú Amínuktu: San Fernando Youth Reinvestment Program. The community-led diversion program has three goals to 1) Increase Cultural Competency, 2) Reduce Incarceration and Recidivism, and 3) Improve Academic Success. Our Continuum of Services provides direct and indirect services to each individual Youth, Family, and Community.</p> <p>The community-led diversion model was selected because as Indigenous leaders, social workers, and educators of Northern Los Angeles County, we understand the concept of justice begins with the healing of Historical Trauma. Without healing, youth will be unable to transition into their greatest potential. Youth must be guided by mentors to explore opportunities for meaningful and culturally relevant "rites of passage"--a process of growth and maturity most Indigenous people have forgotten due to cultural assimilation and genocide.</p>			
G. TYPE OF DIVERSION PROGRAM TO BE IMPLEMENTED (Check all that apply)			
<input checked="" type="checkbox"/> Pre-Arrest Diversion <input checked="" type="checkbox"/> Community-Led Diversion <input type="checkbox"/> Restorative Justice Diversion Model <input checked="" type="checkbox"/> Probation Diversion <input type="checkbox"/> Police Diversion Model <input type="checkbox"/> Service Referral Diversion Model <input checked="" type="checkbox"/> Court Diversion <input type="checkbox"/> Community Assessment Diversion Model <input type="checkbox"/> Other: <enter here>			
H. DOES YOUR DIVERSION PROGRAM INCLUDE ANY OF THESE COMPONENTS? (Check all that apply)			
<input checked="" type="checkbox"/> Academic or Vocational Education <input checked="" type="checkbox"/> Mental Health <input checked="" type="checkbox"/> Behavioral Health <input checked="" type="checkbox"/> Mentoring			

I. REQUEST FOR REDUCTION IN MATCH REQUIREMENT

The Youth Reinvestment Grant Program requires that local jurisdiction applicants provide a 25 percent match. An applicant may provide less than a 25 percent match but no less than a ten percent match if the applicant is identified by the Board as high need with low or no local infrastructure for diversion programming. Please check the box below to request a reduction in match from 25 percent to 10 percent.

- ☒ Applicant requests a reduction in match because of high need and low or no local infrastructure. (Examples include, but are not limited to, lack of funding for diversion services, inability to hire or train staff, lack of cross-departmental agency support, insufficient support services in community, etc.)

J. PROJECT DIRECTOR:			
NAME Eric Sanchez	TITLE Program Administrator	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS eric.sanchez@pukuu.org	
K. FINANCIAL OFFICER:			
NAME Elisa Ornelas	TITLE Financial Officer	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS eornelas@tataviam-nsn.us	
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
L. DAY-TO-DAY PROGRAM CONTACT:			
NAME Makha Blu Wakpa	TITLE Program Director	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS makha.bluwakpa@tataviam-nsn.us	
M. DAY-TO-DAY FISCAL CONTACT:			
NAME Jessica Mosqueda	TITLE Financial Bookkeeper Assistant	TELEPHONE NUMBER (818) 837-0794	
STREET ADDRESS 1019 Second Street		CITY San Fernando	
STATE CA	ZIP CODE 91340	EMAIL ADDRESS jessica.mosqueda@tataviam-nsn.us	
N. AUTHORIZED SIGNATURE*:			
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Nick Kimball	TITLE City Manager	TELEPHONE NUMBER (818) 898-1202	
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
EMAIL ADDRESS NKimball@sfcity.org			
SIGNATURE 		DATE 3/29/19	

* Authorized Signature: City or county representative with the authority to sign documents and obligate the applicant city or county.

Proposal Abstract

The City of San Fernando is partnering with Pukúu Cultural Community Services (Pukúu), a non-profit of Fernandeño Tataviam Band of Mission Indians (Tribe), to launch the Youth Reinvestment Grant project, *Tavaviam Pasék'vitam P'u'ú Amínuktu*: San Fernando Youth Reinvestment Program (TPPA). TPPA is the name of the proposed program and in the local Indigenous Tataviam language it is interpreted as, "The People of San Fernando Reinvest a Year." The year of reinvestment references the year of each cohort entering the program and the development of the services to address the needs of the local youth, as detailed in the Program Need.

The community-led youth diversion program has three goals to 1) Increase Cultural Competency, 2) Reduce Incarceration and Recidivism, and 3) Improve Academic & Professional Success. A measure for Goal 1 includes the production of an Indigenous genealogy for participants within 90 days. Emphasis on culture is a strategy to uplift goals two and three because strengthening cultural identity promotes academic success among tribal adolescents (White, Sell, et al, 2009). A Goal 2 measure is the development of an Individual Student Plan to reduce truancy, expulsion, suspension, or detentions by 20% within 3 months given the link between school discipline and criminal justice. A measure for Goal 3 includes promotion to the next grade level in school (i.e. freshman to sophomore) facilitated by culturally competent response services (Schellenberg and Grothaus, 2019). The Continuum of Services provides direct and indirect services to each individual Youth, Family, and Community. Assessments, prep/post surveys, and qualitative measures will help measure the outcomes and help inform the data collection.

The community-led diversion model was selected because as Indigenous leaders, social workers, and educators of Northern Los Angeles County, who understand the concept of justice begins with the healing of Historical Trauma and the maintenance of a consistent presence throughout the process. Without mentorship and a commitment to healing, youth will be unable to transition into their greatest potential. Youth must be guided by mentors to explore opportunities for meaningful and culturally relevant "rites of passage"--a process of growth and maturity most Indigenous people have forgotten due to cultural assimilation and genocide.

Proposal Narrative

1. Program Need (Percent of Total Value: 35%)

TARGET POPULATION: The Target population to be served by these grant funds are youth between the ages of 13-18, males and females and from populations located in and/or near the City of San Fernando, a city with a population of 24,714 (U.S. Census Bureau, 2017). Of San Fernando's 6,500 minors, 0.5% are Native American (33), 1.8% are Bi/Multi-Racial (117); and 92.4% are Latino (6,006). The target population will serve primarily American Indian and Latino youth, many of whom are at risk. Youth will be referred and channeled by the juvenile courts and detention centers located nearby in Sylmar, as well as the city of San Fernando Police Department, and Pukúu Cultural Community Services.

The American Indian population is unevenly distributed in the service area, which provides a challenge in providing emergency assistance, cultural engagement, and encouraging wellness which impacts youth who are struggling with persistent violence, poverty, and morbidity. Indigenous youth are far more likely than their non-Native peers to grow up in poverty, to suffer from severe health problems, and to face obstacles to educational opportunity. These conditions are systemic and severe and must be addressed through increased resources and strategic action (Presidential Native Youth Report, 2014). Therefore, all Indigenous youth are at risk.

Risk factors for all communities include endemic poverty, lack of access to quality care, education/economic constraints, gang violence, unstable home environments, structural imbalances, lack of equity, distance to resources/lack of transportation, and unaddressed mental health needs.

METHODOLOGY TO SELECTION: The methodology that will be used to select the target population apprehended with minor offenses and misdemeanors will be based on referrals from the local juvenile detention center/court in the city of Sylmar, partnering with law enforcement agencies which will identify eligible and suitable youth in lieu of arrest or citation, and working with partners to identify youth who would gain the most from participation in programming.

Lead agencies currently work with American Indian youth and have access to community partners to connect and collaborate in terms of outreach and referral. The

programming generated by the lead agencies are rooted in Indigenous philosophies of cultural enrichment and community service and address the communities most in need of support.

For other populations, the City of San Fernando, the San Fernando Police Department, the Probations Department of the County of Los Angeles and the Sylmar Juvenile Court and Detention Center will provide the referrals. The majority of the local area population constitutes "underserved populations" as Latinos make up more than 90% of the population of San Fernando. Many Latinos also identify as Indigenous, as a third of U.S. Latinos identify themselves as either "mestizo" (Pew Research Center survey). Around 36% of Latinos in the city of San Fernando identify as "Indian/Other" in terms of racial categories (Statistical Atlas). This forms a cultural continuum between the lead agencies and the large community that makes up the service area, providing better access and mutuality. Bilingual staff will be provided for youth and their families. All youth participants will be able to connect with community-based services, such as mentorship, academic support and cultural enrichment, that support their development in lieu of arrest or citation.

Apart from the Lead Agencies, there are no other services providers in the proposed project area for the target population. A severe lack of data, particularly among Indigenous, Latino and multiracial groups, leads to inadequate funding and services for Indigenous communities; this can lead to many families experiencing child care problems, health issues and economic worries. In terms of the non-Native population which is overwhelmingly Latino, there are some limited recreational and service-oriented programming afforded by local agencies. However, the City of San Fernando has suffered through some budgetary shortfalls over the years, creating a larger gap in overall youth safety nets.

The Lead Agencies routinely administer surveys and questionnaires that provide community members, Native and non-native alike, with an opportunity to provide feedback for future programming--with youth services always at the forefront. The City of San Fernando also provides for numerous avenues for the public to comment and present suggestions, and cooperates in various local, county, and statewide reporting mechanisms.

Various indicators provide support for additional need for the populations served by this proposal: most urban American Indians are well below the poverty line with 55% of the American Indian community in Los Angeles earning less than \$20,000 per annum (Healthy LA Natives Survey, 2016). Nearly a quarter of the County's African Americans (24.5%) and Latinos (23.7%) live below the poverty level—compared with about one in ten Whites (10.6 percent). Latinos are much more likely to be working poor compared with all other groups. The working poverty rate for Latinos (12.5%) is almost three times as high as for African Americans (4.3%) (Equity Profile- LA Region 2017).

In comparison to other ethnic groups, American Indians ranked poorly on measures of material lifestyle and health. American Indians have a premature death rate, dying 20 years earlier than their European American counterparts. Alcoholism, diabetes, suicide, and motor vehicle accidents contributed to this high premature death rate for American Indians (US Department of Health and Human Services, 2007, 2014 Presidential Native Youth Report). Suicide is the 2nd leading cause of death - 2.5 times the national rate – for American Indian youth in the 15 to 24 age group (CDC).

In 2018, youth homelessness increased 220% in the San Fernando and Santa Clarita Valleys (The Village Family Services-Los Angeles 211). Most youth and their families are also experiencing significant challenges to maintain their homes with 48% of households facing major economic burdens threatening their homes (City and County Health Profiles: San Fernando, 2018). Approximately three out of ten Indian children will find themselves and their family in economic crisis. African American and American Indian youth are overrepresented in juvenile facilities, with 43% of boys and 34% of girls are incarcerated are African American. Even excluding youth held in Indian country facilities, American Indians make up 3% of girls and 1.5% of boys in juvenile facilities, despite comprising less than 1% of all youth nationally (Stemming the Rising Tide: Racial and Ethnic Disparities in Youth Incarceration & Strategies for Change, 2016).

In 2016, 41 percent of all arrests were of Latinos, 36 percent were European Americans, and 16 percent were of African Americans in California. Latino juveniles were arrested for misdemeanors in 2017 at rates of 53.4%, for felonies at rates of 33.8%, and for status offenses at around 12.8% (Juvenile Justice in California, 2017). In Los Angeles County, some 8,450 Latino youth were arrested in 2015, representing 62% of arrests. (Los Angeles County Board of Supervisors, *A Roadmap for Advancing Youth*

Diversion in Los Angeles County). Chronic absentee numbers in Los Angeles County schools also are stark; with American Indians representing 20% of absentee numbers yet only representing 1% of the population and Latino (12%) and Multiracial (10.8%) followed in terms of chronic absenteeism (CA Department of Education).

Within the City of San Fernando and surrounding communities, a little more than 92% of the youth population is Latino. 98% of the enrollment of San Fernando High School in 2018 are from the Latino, American Indian, and African American communities, while Latinos make up 96% of the enrollment at San Fernando Middle school. Underserved youth do not go onto a four-year university, with many reporting being unprepared at basic levels. (California Department of Education, *California Longitudinal Pupil Achievement Data System*). San Fernando Middle school reports a suspension and expulsion rate of .12% in 2018. In San Fernando, Homicide and suicide are the leading causes of death among youth of color aged 15-24, as opposed to European American youth whose main cause of death was motor vehicle crashes. (Valley Presbyterian Hospital, *Community Health Needs Assessment*, 2016). The San Fernando Police Department also reports a 300% increase in juvenile arrests, mostly associated with weapons charges.

The data and disparities outlined in the program need are directly connected to the racial/ethnic disparities encountered by underserved communities, and have a direct correlation of high arrest rates, incarceration, and a school-to-prison pipeline for our most vulnerable youth. Such areas as poverty, social disadvantage, neighborhood inadequacies, lack of career and educational opportunities, and other structural inequalities—which are strongly linked with race/ethnicity—directly contribute to the overrepresentation of underserved and at-risk youth in the juvenile system.

2. Program Description & Work Plan (Percent of Total Value: 50%)

NEED & YOUTH: Historical Trauma caused by mission systems, boarding schools and similar English-only assimilation programs are addressed with the self, family, and community. Indigenous groups across the Western Hemisphere have been severed from their ancestral connections, cultural heritage, identity, purpose, and traditional homelands and villages. Today, racial/ethnic disparities are evident in the dominant

society and provide youth and families limited opportunities or encouragement to pursue Indigenous knowledge.

Racial and ethnic disparities are addressed in our program by mentoring youth in their pursuit to reconnect their severed identities, Indigenous cultures, specifically, or within a broader pan-Indigenous identity. Through family genealogy workshops and research projects, youth will have a greater sense of purpose for their lives. The caseworkers are connected to their culture and community with experiences to help youth navigate institutions such as schools and courts that are often based on the dominant culture.

FRAMEWORK & INTERVENTIONS: The TPPA framework driving all of the program design is rooted in Dr. Terry Cross' adaptation of the Relational Worldview, a perspective that theoretically divides all programming into the 4 sections of body, emotions, mind, and context (National Indian Child Welfare Association, 2017). This evidence based framework is conceptualized across TPPA's 3 project goals and objectives inclusive of a strengths-based approach, continuum of services, and integration of community in a non-justice setting.

GOAL 1: Increase Cultural Competency. Services involved the inclusion of evidence-based practices including process groups with trauma informed approaches with culturally relevant Indigenous talking circles with license mental health professionals and paraprofessionals.

GOAL 2: Reduce Youth Incarceration and Recidivism. Services entail mentoring, youth-led programing, and addressing truancy, suspensions, and detentions provided by staff and partners.

GOAL 3: Improve Youth Academic Success. Services provided under this goal include academic curriculum, tutoring services, college level coursework, and professional development curriculum offered by educated staff, professional partners, and peer mentors.

The selected interventions are appropriate for the target population as being trauma informed (TI), culturally relevant (CR), and developmentally appropriate (DA). See Work Plan for identification of each intervention and activity identified as TI, CR, or DA.

SELECTION OF SERVICES & INTERVENTIONS: The community-led diversion model, rooted in the Relational Worldview, was selected because Indigenous leaders, social workers, and educators of Northern Los Angeles County, propose justice begins with the healing of Historical Trauma caused by unresolved grief and loss (Yellow Horse Braveheart, 2014). Without healing, youth will be unable to transition into their greatest potential. Thus, youth need mentors to explore opportunities for meaningful and culturally relevant “rites of passage”--a process of growth and maturity most Indigenous people have forgotten due to cultural assimilation and genocide.

The ancient, pan-Indigenous medicine wheel was selected as an iconic framework for community-led diversion because of its evidence-based, informed, and culturally relevant intervention for assessment, placement, and facilitation (White, 2000, 2001). The ancient and pan-Indigenous four direction approach is holistic and accounts for the body (behavioral health and consistent presence as first rite of passage), emotion (emotional health and the request for mentorship as second rite of passage), mind (mental health and the ability to mentor peers as third rite of passage), and the sacred (higher power and the ability to mentor the mentors as fourth rite of passage). The four directions are also referred to as a “medicine wheel” and has been used as a pedagogical framework across the Indigenous Western Hemisphere for time immemorial, thus western science is catching up with indigenous beliefs of justice and wellbeing.

An emphasis on pre-arrest diversion was selected because American Indian youth are generally a vulnerable group due to the severe lack of culturally relevant services and for other groups, there are various indicators as to the likelihood a youth will be arrested. Probation and court diversion were selected to include youth with minor offenses and misdemeanors because our primary goal is to reduce youth arrests and recidivism.

CONTINUUM OF SERVICES: The continuum of services are available for individual youth, their caretakers and family, and the community. Because our program is designed to maintain sustainability, we will be able to produce more comprehensive services to building leaders and mentors, supporting family structures, and connecting the community into the continuum for the purposes of restoring, healing, and empowering our participants to reach their greatest potential. The continuum of services

we provide are robust, but additional funding would allow us to expand the services already offered and add services for chemical addictions, teen pregnancy prevention, victims of domestic abuse, human trafficking, and sexual violence, greater support for trans and two-spirit people, and address many other indicators of vulnerability among our community.

YOUTH RECRUITMENT & REFERRAL: The goal is to recruit American Indian and local Latino youth referred into our diversion program at pre-arrest because of the data indicating high vulnerability for arrest and other dangers associated with a lack of cultural identity in an urban area with limited cultural services. Another high priority is working with youth from penetrating deeper within the system that will be referred through the city and courts agencies.

Referrals from the Tribe's Wellness Department will include tribal youth with open or voluntary juvenile dependency cases given the extraordinary rates these youth aging out of child protective services and into incarceration and homelessness. Recruiting youth with at-risk indicators identified by youth.gov is not net-widening, but truly embracing both prevention and intervention approaches, as indicated within best practices.

For all other pre-arrest groups of youth, we will rely greatly on referrals from counselors and administrators servicing youth between ages 13-17 at local middle schools and high schools in Los Angeles Unified School District with a focus on schools for pregnant and/or parenting teens, continuation schools, and schools with Indigenous-majority populations. Other pre-arrest referrals would come from civic centers, community non-profits, charitable and religious organizations, mental health service providers, foster care, and substance abuse centers. Referrals from youth and families pre-filing a petition will generally come from police and courts. The same will be true for probation referrals with the addition of police probation officers and juvenile halls. However, the Tribe will make referrals for youth with juvenile dependency cases.

NON-COMPLIANCE: In contrast to a punitive approach, these students will enter a private talking circle with their caregiver to discuss the issues preventing participating. An amended Individual Student Plan will be developed to address the needs to guarantee participation. If needed, these youth may need an actual Tribal ceremony to help to alleviate the emotional stress or Historical Trauma impacting their daily lives.

After these in-house meetings, the project will building a support team including external case workers (i.e. DCFS, TANF, probation) to create more options for participation.

WORK PLAN: In order to achieve the goals, measurable objectives were created with services and activities developed to address each objective. The first few months, Phase I, will include foundation setting through hiring new staff, implementing training, recruiting youth and formalizing programmatic and partnership mechanisms. Phase II will include the implementation of the services with key partners, as indicated in the Work Plan and our key contacts listed in the Attachments to view the alignment of the services/programming explained below.

Traveling Tataveaveat: Experiencing traditional Tataviam villages across

Northern LA County will provide youth and families cultural Tataviam knowledge, youth mentorship/ leadership, Indigenous worldview, ethnobotany, and traditional village building opportunities. **Family Culture Night: Culture, Family, Team, & Community**

Building Workshops will have instructors lead parents through cultural activities relevant to being the parent of a youth. The activity helps parents begin thinking about culturally significant items, but in a smaller, achievable project. **Sewing Circle Cultural Crafting Workshop** will offer families the fundamentals of sewing cultural regalia and materials. A family wellness component will address areas of trauma and empowerment regarding intergenerational cultural knowledge transmission. Materials crafted during the workshops can be used for youth to wear during the Intertribal Dance Workshop.

Intertribal Dance Workshop will be geared towards intergenerational cultural practices for youth and families. Participants will be taught about the history of each style of dance and its cultural relevance. An Aztec Dance group will also be included for greater cultural relevance. **Annual Youth-Led Program** will consist of planning and

implementation activities by youth and mentors to achieve TPPA goals and objectives.

Programs could include a youth conference, summit, multimedia project, etc. **After**

School Tutoring will be available for students with staff support and will feature tutors from the University of California, Los Angeles, (UCLA) American Indian Recruitment Services Department (AIRSD). **College 100 Curriculum** was developed and adapted

for Tribal youth by the California State University of Northridge. We will provide youth an educator and tutors to complete the curriculum and assignments. **Individual Student**

Plans will be developed with each youth to identify academic support needed for them

to be promoted and be used to show academic growth. The ISP also provides information about each student's needs or learning disabilities for the University of California, Los Angeles, American Indian Recruitment Services Department tutors to use as a guide. **Los Angeles Tribal Learning Community & Educational Exchange:** Accessible Higher Education for Citizens of Native Nations through the UCLA Native Nations Law & Policy Center is offered to high school juniors and seniors for college credit during Fall and Spring quarters. Youth qualifying in TPPA will be supported in their studies by support staff. **Family Genealogy Workshops** will explore the Indigenous origins of each family and youth to create a greater sense of cultural identity ownership and understanding context. Genealogy will be used to better identify linguistic connections for formal Indigenous introductions. **Four Rites of Passage** will be separated into quarterly achievements. Upon completing each Rite of Passage, participants will create a mask representing themselves and paint the external mask symbolically representing how they want to be seen and the inside representing their internal emotions. These masks can also be used to measure participant growth. **Shinny League** will require cultural presenters to teach youth and the community the California Indian field hockey game. Youth in TPPA will become proficient in the game and develop basic Tataviam language for strategy, scoring, and penalties.

NGO SELECTION, CAPACITY & EXPERIENCE: The City selected a collaboration with Pukúu Cultural Community Services given the partnership and programs offered by the NGO and the Tribe. The City already works in collaboration with the Tribe and Pukúu for the maintenance and use a city park. For the last 48 years, Pukúu's programs have targeted the entire community, from children to elders, showing a commitment to the betterment of the residents of Los Angeles County, with particular attention to the northern portion. Pukúu's mission is to enhance the quality of life by addressing local community issues through strategic programming grounded in indigenous cultures and practice. Pukúu offers programming to build self-sufficiency through a State funded CSBG One Stop Emergency Services for direct services (e.g. housing, dental, school supplies, clothing assistance, utilities assistance), referrals through partnerships, mental health programming, elder-to-work employment program, maintaining a local city park, and cultural arts.

NGO PARTNERSHIPS & JUSTICE: The City of San Fernando has a Police Department with a long history working with local justice agencies, such as Sylmar Juvenile Courts and Los Angeles County Probation Department. The Police have agreed to work as a partner in this Youth Diversion Program including pairing with the local schools to decrease arrests, thereby diverting youth from entering or penetrating deeper into the system. The NGO possesses a broad set of partners including TM Tribal Temporary Assistance for Needy Families, Rancho Camulos Museum, City of San Fernando Recreation and Community Services, Placerita Canyon Nature Center, Haramokngna American Indian Cultural Center, and Vasquez Rocks Natural Area and Nature Center. For a full list of partners see Attachment, "Partnerships, Supports and Contacts."

3. Data Collection (Percent of Total Value: 5%)

The Director has academic and professional experience developing, collecting, maintaining, reporting, and utilizing qualitative and quantitative assessments of data to more effectively reach program goals. Through entry and exit surveys, caseworker assessments, interviews, family and community feedback, the program will refine its services to improve performance and maximize the use of grant dollars. All Tataviam departments are required to submit quarterly reports to Tribal senate and respective subcommittees. Reports include a review of the key achievements, monthly goals, upcoming events, continued, and new projects, project background, timeline, and status. The BSCC's appointed Evaluator will contact the program administrator for quarterly reports conducted internally by the program director and staff.

Data collection will be utilized throughout the course of the project in all goal areas- academic supports, preventing juvenile incarceration and recidivism, and cultural competency. Youth will be provided individual service plans, therapeutic outcome measures, cultural assessments, and surveys to gauge their progress through the program and to track youth participation in programming. Additionally, youth will be asked to provide feedback in talking circles concerning programming, which will help to continually refine and enhance events/activities, as well as assessing overall youth perceptions of teachings and experiences. All data will be kept confidential and maintained in secure conditions.

Youth Reinvestment Project Work Plan

(1) Goal:	1) Increase Cultural Competency		
Objectives	A) Monitor youth participation and understandings, B) Provide opportunities for cultural teachings, C) Utilize cultural knowledge as a source of pride and connection, D) Monitor, assess, and refine programming E) Prioritize cultural interventions as a form of diversion		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Quarterly individual cultural assessments/Rites of Passage Assess youth knowledge and takeaway Administer event surveys to gauge youth feedback Launch shinny league Intertribal Powwow/Aztec Dance workshops Family sewing, regalia, and cultural craft workshops Family nature hikes, ethnobotany, culture centers, traditional village building Monitor attendance at each event Contract cultural/community leaders for cultural presentations Provide course completion certificates for youth participants Family genealogy workshops and research projects		Director Project Assistant Caseworkers	7/2019 2/2023
(2) Goal:	2) Reduce Incarceration and Recidivism		
Objectives	A) Reduce truancy, B) Reduce punitive interactions with juvenile justice system, C) Improve and sustain connections with local municipal leadership & law enforcement, D) Provide meaningful therapeutic interventions, E) Provide leadership opportunities		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
Develop mentorship program between City of San Fernando Offer Indigenous cultural sensitivity training for PD Create relationship with PD to insure contact with case workers before juvenile arrests and filing Ongoing therapy/counseling for youth Mindfulness/meditation activities for grounding and therapy Talking circles for group mental, behavioral, emotional health Utilize wellness surveys to track youth participants Promote youth leadership through development of events like a conference Genealogy workshop		Director Project Assistant Caseworkers	7/2019 2/2023
(3) Goal:	3) Improve Academic & Professional Success		
Objectives	A) Support youth academic achievement B) Promote higher education, C) Improve test scores, D) Encourage goal setting for future planning, E) Reduce suspensions & expulsions		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date End Date
College campus tours Ongoing caseworker engagement with schools Monitor grades College 100 CSUN Native curriculum classes Individual student plan development Educational plan for special needs student advisement/counseling Professional skill development and portfolio workshop After school cultural and academic tutoring		Director Project Assistant Caseworkers	7/2019 2/2023

Partnerships, Supports, and Contacts

Goals 1. Increase Cultural Proficiency, 2. Lower Arrests & Recidivism, 3. Improve Academics & Professionalism
Referrals A. Pre-Arrest Referrals, B. Pre-Filing a Petition Referrals, C. Probation Referrals

Name of Collaborating Partner	Services Provided	Goal	Referrals
American Indian Recruitment at UCLA	Helps American Indians enter college, strengthening cultural ties, and return to their communities	1, 3	A
American Indian Student Association, UCLA	Where students work and gather to promote education and interest in their culture, and dispel misconceptions	1, 3	A
American Indian Studies, UCLA	Provide a multi-disciplinary approach to contemporary issues and problems in urban and rural Indian Country	1, 3	A
American Indian Studies Program, CSUN	Enhancing understanding of American Indian cultures and their sovereign status with emphasis on Southern California tribes	1, 3	A
Barry J. Nidorf Juvenile Hall	Local detention facility for youth	2	B, C
Community Nature Connection	Provides educational excursions for at-risk youth in nature	2, 3	B, C
Fernandeño Tataviam Band of Mission Indians	Established a scholarship fund that provided awards to help American Indian students with higher education studies	1, 3	A
Fowler Museum, UCLA	Emphasizes global arts and cultures outside of Europe	1, 2	A
Indigenous Circle of Wellness	A private psychotherapy practice offering culturally inclusive mental wellness services grounded in holistic healing	1, 2, 3	A, B
LAUSD Title VI Indian Education	Advocates the needs of American Indian students and parents	1, 3	A
Los Angeles City/ County Native American Indian Commission	Increases resources to the socioeconomic problems of American Indians in Los Angeles City and County	1, 2, 3	A, B, C
Los Angeles County Probation Department	Adult and youth probation in Los Angeles County	2	B, C
Los Angeles County Superior Court - San Fernando Courthouse	Trial court that includes juvenile cases involving dependent minors abused or accused of crime	2	B, C
Los Angeles Police Department	Serving nearby neighborhoods in San Fernando Valley	2	B, C
Los Angeles Unified School District	San Fernando is within LAUSD	1, 2, 3	A, B, C
Native American Student Programs, University of Redlands	Addresses higher education retention and access for Native college students, youth, and their families in Southern California	1, 3	A
San Fernando Chamber of Commerce	Local businesses to assist with venues and in-kind donations	2, 3	A
San Fernando Jail	Holds inmates for trial, sentencing, and sentences under a year	2	B, C
San Fernando Juvenile Court	Sylmar Juvenile Court adjudicates Juvenile Crimes in SF Valley	2	B, C
San Fernando Library	The library is the center of the Library Plaza Mall	1, 2, 3	B, C
San Fernando Police Department	By working in partnership with residents, businesses, schools, religious organizations, neighborhoods, and other City services	2	B, C
Santa Clarita Library	Brings people, information, and ideas together to educate, inspire, and enrich a diverse community	1, 2, 3	B, C
Sylmar Juvenile Courthouse	Local court facility for detained youth	2	B, C
Tataviam Education & Cultural Learning Department	Provides Indigenous youth & families culturally relevant education	1, 2, 3	A
Torres-Martinez Tribal TANF	A foundation in educational incentives and work opportunities, supported by financial assistance leading to self-sufficiency	1, 2, 3	A, B, C
Walking Shield, Inc	Provides shelter, healthcare, community development support, educational assistance and humanitarian aid	1, 2, 3	A

APPENDIX A

Criteria for Non-Governmental Organizations Receiving Youth Reinvestment Grant Funds

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The Youth Reinvestment Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that subcontract with the grantee to implement the proposal. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any YRG funds. The RFP describes these requirements as follows:

Any Non-Governmental Organization which receives YRG funds as either a subgrantee or subcontractor must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the YRG grantee. Organizations that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee and subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address (an exception can be made for an Indian Tribe).

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

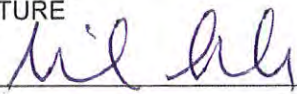
Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Pukúu Cultural Community Services	1019 Second Street San Fernando, CA 91340	Eric.Sanchez@pukuu.org	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Youth Reinvestment Grant Program RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

(Page 2 of 2)

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Nick Kimball	TITLE City Manager		TELEPHONE (818) 898-1202
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
EMAIL ADDRESS NKimball@sfcity.org			
SIGNATURE x 		DATE 3/29/18	

APPENDIX I

Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE

(This document must be signed by the person who is authorized to sign the Grant Agreement.)


NAME OF AUTHORIZED OFFICER Nick Kimball	TITLE City Manager	TELEPHONE NUMBER (818) 898-1202	
STREET ADDRESS 117 Macneil Street	CITY San Fernando	STATE CA	ZIP CODE 91340
EMAIL ADDRESS NKimball@sfcity.org			
AUTHOTIZED OFFICER SIGNATURE (Blue Ink Only) X 		DATE 3/29/19	



EXHIBIT "B"

Youth Reinvestment Grant - Project Budget and Budget Narrative

Name of County or City: San Fernando

Program Term: July 1, 2019 - February 28, 2023

Budget Line Item	Grant Funds	Match Funds	Total
1. Salaries and Benefits	\$0	\$19,540	\$19,540
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services	\$0	\$0	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$900,000	\$0	\$900,000
5. Equipment/Fixed Assets	\$0	\$0	\$0
6. Data Collection	\$0	\$1,500	\$1,500
7. Project Evaluation	\$1,727	\$273	\$2,000
8. Other (Travel, Training, etc.)	\$62,757	\$80,635	\$143,392
9. Indirect Costs	\$35,516	\$0	\$35,516
TOTAL	\$1,000,000	\$101,948	\$1,101,948

Required match: 10%: no less than: \$100,000 25%: no less than: \$250,000

1. Salaries and Benefits				
Name and Title	(% FTE or Hourly Rate) & Benefits	Grant Funds	Match Funds	Total
				\$0
				\$0
Staff Liaison	\$28/hour 13 hrs/month = \$4,368 + benefits @ 22%:\$960.96		\$19,540	\$19,540
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$19,540	\$19,540

Salaries and Benefits

Staff Liaison- The City will designate a staff member in the the Recreation and Community Services Department to coordinate use of city facilities with the NGO to provide related services and programming. City facilities are used for a number of events each week, so it will be necessary for City staff to ensure availability and reserve the required locations. Additionally, the City will designate a staff member in the Police Department or Administration Department to coordinate data collection for reporting purposes. □

2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds	Match Funds	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$0	\$0

Services and Supplies Narrative:

3. Professional Services

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds	Match Funds	Total
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL		\$0	\$0	\$0

Professional Services Narrative

4. Non-Governmental Organizations (NGO) Subcontracts

[illegible]

Non-Governmental Organizations (NGO) Subcontracts Narrative

"In order to implement the Proposed Work Plan, the NGO has crafted a budget addressing the staffing, supplies, contracts and costs associated with programming and internal costs. STAFFING: The project will be staffed by 1 Project Director (PD) at 0.5FTE for a total of \$25,500. The experienced PD has a proven record of being a project director of a State grant from another department and possesses a PhD with research training, important to the implementation of this Youth Reinvestment Grant. Three Case Workers (1.0FTE) will be hired for \$106,000, which includes salary pay for two entry level case workers and one supervising case worker (range \$33,000-40,000 DOE). A total of \$20,000 will pay for a one 0.5FTE Project Assistant at \$15 per hour to assist with the daily functions of the office such as scheduling appointments, filing case work, hosting the reception area, collecting mail, and assisting case workers. Fringe benefits is calculated at \$30,300, which includes states taxes, health insurances, and benefits. SUPPLIES: Supplies are budgeted at \$12,000 for costs associated with the program including case management materials, consumable office supplies (i.e. paper, printer toner), nutrition and drinks for programming with clients, cultural supplies (i.e. beads needed for hands-on activity during an evidence based practice intervention), etc. PROFESSIONAL SERVICES: In addition to the case management, supportive services will be offered through contractors as needed. The implementation of mental health interventions will be implemented by a mix of licensed mental health practitioners and experienced group facilitators for a total of \$7,000 (group facilitation sessions for youth and parents offered together and separately in cohort models). Such services include evidence based practices (i.e. talking circles as process groups), self-care, and other programming. A total of \$1,500 has been allocated for 10 emergency 1-on-1 therapy sessions through a licensed MFT who operates a private indigenous based mental health practice that will be immediately available should an immediate crisis arise. This is important given the waitlists for some mental health services and helps to serve as a preventative/intervention measure given that Native youth have the highest rate of suicide across all groups. Cultural Specialists will provide exclusive knowledge of indigenous practices for the culturally relevant programming for a total of \$5,000 for \$150 per session (multiple hours). The frequency of the sessions will vary depending on the programming, such as the number of talking circles sessions, ethnobotany instruction, or shinnu instruction. OTHER: A total of \$38,155 is allocated to the essential work and activities associated with the functioning of the NGO include 10% administrator (\$5,120), fiscal and data support staff (\$7,070), insurance (\$3,000), and staff travel costs including mileage, mandatory State training, and conference/meeting travel (\$5,000). To ensure fiduciary responsibility, \$3,000 has been allocated for a fiscal audit. In order to ensure evidence based and promising practices are being delivered, \$4,500 has been earmarked for curriculum and training. While the applicant has access to a partner's vehicle, there is a need for more transportation assistance including vehicle rental at \$2,465 for the year since main low-income and at-risk families have barriers to consistent and reliable transportation. A total of \$8,000 has been allocated for the youth-led annual projects, such as the implementation of a shinnu (field hockey) league, youth-focused conference, and/or speech/talent competition. □

5. Equipment/Fixed Assets

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds	Match Funds	Total
				\$0
				\$0
				\$0
				\$0
				\$0
TOTALS		\$0	\$0	\$0

Equipment/Fixed Assets Narrative

6. Data Collection

Description	Grant Funds	Match Funds	Total
Data Collection		\$1,500	\$1,500
			\$0
			\$0
			\$0
TOTAL	\$0	\$1,500	\$1,500

Data Collection

The City will provide data collection for the project evaluation. ☐

- [illegible]

7. Project Evaluation

Description	Grant Funds	Match Funds	Total
Project Evaluator @ \$2,000	\$1,727	\$273	\$2,000
			\$0
			\$0
			\$0
TOTAL	\$1,727	\$273	\$2,000

Project Evaluation Narrative:

The project evaluation will be coordinated between the NGO and the City of San Fernando. □

- [illegible]

8. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds	Match Funds	Total
Sports Field: Physical Activities	1 day/wk @ \$280 x 36/mos = \$10,080	\$25,290	\$30,349	\$55,639
Multi Purpose Room: Group Space for Workshops	5 days/wk (Summer Camp) @ \$4,500 x 12/mos =			
Multi Purpose Room: Group Space for Larger Activities	2 days per week \$75.96 x 188	\$11,770	\$16,790	\$28,560
Multi Purpose Room: Banquet Space for Events	2 days per week \$75.96 x 188	\$11,770	\$16,790	\$28,560
Multiple Rooms: Conference Space Organized by Youth for Youth Compartments	1 day per month \$541.67 x 44	\$10,835	\$12,998	\$23,833
	1 day per year (August) \$1,700 x 4	\$3,092	\$3,708	\$6,800
				\$0
	TOTAL	\$62,757	\$80,635	\$143,392

Other (Travel, Training, etc.) Narrative:

"The City will provide use of City facilities to host grant related programs and services as an in-kind match. The City has an adopted fee schedule identifying the cost to rent each facility. The costs provided above are based on the City's adopted fee schedule for the use of various facilities for fiscal year 2018-2019. The match amount represents the loss of revenue and opportunity cost by providing the space free of charge.

9. Indirect Costs

Indirect costs may be charged by choosing <u>only one</u> of options 1) or 2) listed below.		Grant Funds	Match Funds	Total
1. Indirect costs will be charged as 10% of total direct salaries and wages, not to exceed:	\$0			\$0
2. Indirect costs will be charged as 5% of direct total direct project costs (excluding equipment) not to exceed:	\$48,224	\$35,516		\$35,516
If the amount entered turns red, adjust it to not exceed the maximum noted above: TOTAL		\$35,516	\$0	\$35,516

Indirect Costs Narrative:

Indirect costs will cover additional support staff to help facilitate administrative tasks such as coordinating between City law enforcement, schools, mental health providers, and project evaluation committees. ☐

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ORDINANCE NO. 1689

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING DIVISION 2, (CULTURAL ARTS COMMISSION) OF CHAPTER 2 “ADMINISTRATION” AND AMENDING ARTICLE II, (PARKS, WELLNESS AND RECREATION COMMISSION) OF CHAPTER 54, (PARKS AND RECREATION) OF THE SAN FERNANDO MUNICIPAL CODE

RECITALS

WHEREAS, on the City created an Ad Hoc Committee on City Commissions to do an overview of all commissions and provide final recommendations to the full City Council; and

WHEREAS, on upon review of recommended changes to City Commissions, the Ad Hoc Committee recommended the dissolution of the Cultural Arts Commission; and

WHEREAS, the Ad Hoc Committee further recommended that the duties of the Cultural Arts Commission be consolidated with those of the Parks, Wellness and Recreation Commission; and

WHEREAS, the proposed amendments to Article II, (Parks, Wellness and Recreation Commission) of Chapter 54, (Parks and Recreation) of the San Fernando Municipal Code put the Ad Hoc Committee’s recommendation into effect.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Division 2, (Cultural Arts Commission) or Chapter 2, (Administration) of the San Fernando Municipal Code is hereby repealed in its entirety.

SECTION 3. Article II, (Parks, Wellness and Recreation Commission) of Chapter 54, “Parks and Recreation” of the City of San Fernando Municipal Code is hereby amended to read:

“ARTICLE II. – PARKS, WELLNESS AND RECREATIONS COMMISSION”

Sec. 54-56. – Created.

There is created and established and recreation and community services commission in and for the city, which shall be known as the “San Fernando Parks, Wellness and Recreation Commission.” For purposes of this Article, the capitalized word “Commission” shall hereinafter refer to said San Fernando Parks, Wellness and Recreation Commission or the Recreation and Community Services Commission.

Sec. 54-57. – Composition and appointment of members; Cultural Arts Liaisons.

A. The Commission shall consist of five (5) members, with full participation and voting rights. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council in accordance with the provisions of Government Code Section 54974. Such members of the Parks, Wellness and Recreation Commission shall be registered voters and city residents.

B. The Commission may also appoint a maximum of two (2) persons to serve as cultural arts liaisons. The cultural liaisons: (i) shall serve in advisory capacity to the Commission only; (ii) shall serve at the pleasure of the Commission and the City Council and may be removed and replaced at any time with cause or without cause by majority of either the Commission's or the City Council's full membership; (iii) shall not be considered members of the Commission and shall have no right to vote on Commission business; (iv) shall attend such meetings of the Commission as may requested by the Commission; and (v) may include non-residents of the City. The Commission reserves the right to develop such additional criteria for the appointment of cultural liaisons provided that such additional criteria is not in conflict with federal or State law, this Code or such other policies of the City as may be established and from time-to-time amended by the City Council.

Sec. 54-58. – Officers.

The Commission's members shall select from among themselves commissioners who will serve in the capacity of chair and vice chair for the Commission. In the absence of the chair and vice, any other member shall call the Commission to order, whereupon a chair shall be selected from the members present to preside for that meeting. Cultural arts liaisons may not serve as Chair, Vice Chair or any other Commission officer.

Sec. 54- 59. – Compensation of Members.

The Council shall fix the amount of compensation, if any, to be paid to Commission members. Commissioners may not be compensated for any meetings or gatherings of the Commission other than Regular Meetings of the Commission.

Cultural arts liaisons shall not receive any compensation for their service as cultural liaisons.

Sec. 54-60. – Meetings generally.

By resolution of the Commission, the Commission may establish a Regular Meeting schedule, provided that the Commission shall schedule no more than one (1) Regular Meeting each month. No meeting may be convened if City support staff is unavailable to participate in such meeting. Any adjourned meeting or special meeting requested by the Commission shall be subject to the approval of the City Manager based on the availability of City support staff to participate in such additional meetings. All meetings shall be subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

Sec. 54-61. – Quorum.

Three members of the Commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained. Cultural arts liaisons shall not be counted to constitute a quorum.

Sec. 54-62. – Absence from meetings.

(a) Absence from three consecutive regular meetings of the Commission by a member without the prior consent of the Commission shall constitute an abandonment of the office and the absent commissioner's seat on the Commission shall be deemed vacated. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the Commission in a 12-month period by a member without consent of the Commission or absence from four regular meetings of the Commission within a 12-month period by a member with the consent of the Commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office. The City Council shall comply with the provisions of Government Code Section 54974 before filing any vacancy.

Sec. 54-63. – Powers and duties generally.

The powers and duties of the Commission shall be:

(1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.

(2) Subject to the prior approval of the city council, adopting by resolution, rules and regulations not inconsistent with this code and city ordinances, for the maintenance, improvement, use and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city. A complete file of such rules and regulations shall be maintained in both the city clerk's office and that of the director of recreation and community services, with resolutions in the customary form and numbered numerically.

(3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the city council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.

(4) Initiating studies, investigations and surveys and making recommendations to the city council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.

(5) Upon request of the city council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the city council.

(6) Planning and implementing cultural special events and planning and commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).

(7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.

(8) Identifying and, subject to City Council approval, securing outside funds to implement its activities, thereby saving City resources.

Sec. 54-64. - Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the City Council to be historic resources. The Commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the City Council:

(1) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.

(2) Such other historic resources as the council shall from time to time select and add to this section by amendment.

Sec. 54-65. - Rules and regulations.

Subject to the approval of the City Council, the Commission may make and alter such rules and regulations for its organization and procedures as are consistent with this article and other sections of this Code and city ordinances and with state laws.

Sec. 54-66. - Reports and records.

The Commission shall keep an accurate record of all its proceedings and transactions and shall render annually, on a calendar basis, a full report of the Commission's transactions and recommendations to the council.

Sec. 54-67. - Incurring financial liability.

Neither the Commission nor any person connected with the Commission shall incur any financial liability in the name of the City.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on the 18th day of November 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard R. Padilla, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 18th day of November 2019 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: November 18, 2019

Subject: Consideration to Approve a Reimbursement Agreement with Plains All American Pipeline, L.P. for Pipeline Relocation as Part of the Glenoaks Boulevard Street Sewer and Water Improvements Project and Related Budget Resolution

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Reimbursement Agreement with Plains All American Pipeline, L.P. (PAAP) (Attachment "A" – Contract No. 1934), to ensure the City is reimbursed for costs to construct an additional 382 linear feet of 18-inch diameter vitrified clay pipe sewer line on Harding Avenue, south of Fifth Street;
- b. Authorize the City Manager to execute necessary change orders with GRBCON, Inc. (Contractor) to implement the new proposed work for the Glenoaks Boulevard Sewer and Water Improvements Project (Project); and
- c. Adopt Resolution No. 7967 (Attachment "B") to appropriate \$251,000 in revenue and expenditures for Glenoaks Boulevard Street Sewer and Water Improvement Project contract.

BACKGROUND:

1. On March 18, 2019, the City Council awarded a construction contract to the Contractor for construction of the Project in the amount of \$1,092,496. The Project's scope of work entails replacement of deteriorated sewer lines with 15-inch and 18-inch diameter vitrified clay pipe (VCP) sewer lines, 1,313 linear feet and 1,311 linear feet, respectively, construction and modification of sewer manholes, reconnection of house sewer laterals, and pavement replacement. Construction on the Project started August 22, 2019 and is approximately 76% complete.

Consideration to Approve a Reimbursement Agreement with Plains All American Pipeline for Pipeline Relocation as Part of the Glenoaks Boulevard Street Sewer and Water Improvements Project and Related Budget Resolution

Page 2 of 4

2. An active 14-inch diameter oil pipeline owned by PAAP, runs in an east/west alignment on Fifth Street, perpendicular to the proposed sewer running on a north/south alignment on Harding Avenue. The approximate depth of the oil pipeline is five feet-two inches. The oil pipeline is licensed through the City Franchise Agreement with PAAP (formerly known as Pacific Pipeline System LLC.) through the adoption of Ordinance No. 1554, approved September 7, 2004.
3. On August 5, 2019, while the contractor conducted exploratory borings, at the intersection of Harding Avenue and Fifth Street, it was discovered that the existing oil pipeline was deeper than anticipated and would be in conflict with the proposed elevation of the new sewer line.
4. Since relocation of the oil pipeline to resolve the conflict with the proposed sewer line, would be too disruptive to PAAP downstream customers, PAAP and the City determined the best solution would be to lower the depth of the proposed sewer line and tie in to the existing sewer on Harding Avenue approximately 382 feet south of Fifth Street.
5. The City has prior rights for the use of public right-of-way, as City facilities were there prior to the oil pipeline, which means PAAP installed their pipeline after the City's sewer line was already existing. As such, PAAP has agreed to reimburse the City for the cost to realign the new sewer line and address the sewer/oil pipeline conflict. The estimated cost of the construction, which included the construction of approximately 382 feet of VCP sewer line, construction of two manholes, pavement restorations, etc., is approximately \$193,000. After adding construction contingencies, design, inspection, testing, etc., the approximate cost of the work is \$251,000. Attachment "C" includes the drawing.
6. The City Attorney has prepared an agreement between the PAAP and the City, to have the City's contractor perform the proposed work, with PAAP reimbursing the City for said work (Attachment "A"). A final accounting will be performed after the work is completed to determine the final cost of the work to be reimbursed by PAAP.
7. The contractor has provided a price quote for the work (Attachment "C")., If approved by City Council, a change order will be issued to cover the additional work. The proposed work is estimated to take an additional two weeks to complete.

Consideration to Approve a Reimbursement Agreement with Plains All American Pipeline for Pipeline Relocation as Part of the Glenoaks Boulevard Street Sewer and Water Improvements Project and Related Budget Resolution

Page 3 of 4

ANALYSIS:

The project work covered under the proposed Reimbursement Agreement entails the following construction of approximately 382 feet of VCP sewer line, construction of two manholes, and pavement restoration. The table below list the various work items:

		AMOUNT
A	Estimated Construction	\$192,523
B	Estimated Design	\$12,000
C	Estimated Construction Contingency (10%)	\$19,250
D	Estimated Construction Inspection (5%)	\$9,626
E	Estimated Construction Administration (3%)	\$5,776
F	Estimated Testing (2%)	\$3,850
G	Estimated Labor Compliance (2%)	\$3,850
H	Estimated Staff Project Oversight (2%)	\$3,850
Total:		\$250,725

If the City Council does not approve the Reimbursement Agreement, the sewer line replacement under the current contract for GRBCON, Inc., could be ended on Harding Avenue, at DeGarmo Street, one block north of Fifth Street and the proposed sewer/oil line conflict remediation could be done at a later date under a separate contract with City funds.

BUDGET:

The Project construction contract will increase by approximately \$192,523 and the total cost of the work, after adding construction contingencies, design, inspection, etc. will be approximately \$251,000. PAAP will reimburse the City an estimated amount of \$251,000. The final reimbursement amount will be determined by a final project accounting and will vary depending on the final costs for the proposed work. A Budget Amendment is required to appropriate the cost of the additional work as well as the offsetting revenue received through the reimbursement agreement. Any additional costs will be reimbursed by PAAP.

Consideration to Approve a Reimbursement Agreement with Plains All American Pipeline for Pipeline Relocation as Part of the Glenoaks Boulevard Street Sewer and Water Improvements Project and Related Budget Resolution

Page 4 of 4

CONCLUSION:

Staff requests that the City Council approve the Reimbursement Agreement with PAAP to construct sewer improvements to resolve the sewer/oil pipeline conflict at Harding Avenue and Fifth Street and authorize the City Manager to issue any necessary change orders to the Contractor to implement said work. Staff requests a budget appropriate in the amount of \$251,000 to cover the costs of the new sewer line realignment. PAAP will reimburse the City these costs upon completion of this work.

ATTACHMENTS:

- A. Contract No. 1934
- B. Resolution No. 7967
- C. Drawing/Plan
- D. Contractor Cost Proposal

ATTACHMENT "A"
CONTRACT NO. 1934**REIMBURSEMENT AGREEMENT**

(Glenoaks Sewer and Water Improvement Project, Job No. 7608)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 18th day of November 2019 by and between PLAINS ALL AMERICAN PIPELINE, LP (hereinafter referred to as PAAP), and CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as CITY). For purposes of this Agreement the capitalized term "Parties" shall refer to CITY and PAAP collectively and the capitalized term "Party" may refer to CITY or PAAP interchangeably.

RECITALS

WHEREAS, CITY has engaged GRBCON Incorporated ("Contractor") to undertake the Glenoaks Sewer and Water Improvement Project, Job No. 7608, which, among other things, involves the replacement of sewer mains at certain specified locations within the City of San Fernando (hereinafter, the "Project"); and

WHEREAS, the construction of the Project will require the relocation of a high pressure oil line owned and operated by PAAP (hereinafter, the "PAAP Gas Line") and located along 5th Street in the City of San Fernando from West City Limit to East City Limit; and

WHEREAS, PAAP is known to the CITY as the successor in interest of Pacific Pipeline System, LLC, a Delaware Limited Liability Company and as such is authorized to install its pipeline utilities within the public right of way under the terms of that certain franchise granted by CITY pursuant to Ordinance No. 1554 approved September 7, 2004 under the authority of Division 3, Chapter 2 of the California Public Utilities Code as the same may be amended from time to time to time by the California legislature (hereinafter, the "Franchise"); and

WHEREAS, Section 8 of the Franchise provides in relevant part: "In connection with any change in grade, alignment or width of any public street, way, alley, or place or the construction of any subway or viaduct or any other street improvement of any kind undertaken by City ... [the franchisee] must, at the request of the City and at the [franchisee's] sole cost and expense, comply with" various requirements of the Franchise, including the relocation of utilities owned by the franchisee; and

WHEREAS, under Section 8 of the Franchise, the franchisee must pay to City the full amount of any increase in costs for the construction, installation or repair of any artificial support in or underlying any street in which any pipes or appurtenances of the franchisee are located, if that increase in cost is required in order to provide for the installation, maintenance or operation of the franchisee's pipes or appurtenances in or on the street area that the artificial support covers or underlies; and

WHEREAS, Contractor is capable of undertaking the relocation of the PAAP Oil Line to accommodate the sewer main improvements being undertaken as part of the Project; or in lieu PAAP could reimburse the City for the costs of realigning the sewer pipeline to accommodate the PAAP pipeline, and

WHEREAS, in order to facilitate the prompt and economical relocation of the PAAP Gas Line and to ensure compatibility with the CITY's construction effort, PAAP and CITY agree that it is in the best interests of the parties and the public that CITY perform the realignment of sewer line required by the Project, and that PAAP reimburse CITY for such work; and

WHEREAS, it is estimated that the total cost of the relocation required by the Project is estimated to cost no less than \$251,000 based on plans and specifications reviewed by PAAP and CITY.

NOWTHREFORE, the Parties agree as follows:

1. RECITALS.

The Parties acknowledge and agree that the foregoing Recitals are true and correct.

2. RELOCATION OF PAAP GAS LINE.

- a. The CITY shall proceed to construct or cause to be constructed sewer main replacement improvements that constitute the Project as required by the plans, specifications, contract documents for the Project. CITY will add the change order attached to this Agreement as Exhibit A to its contract for the Project, and require the CITY's contractor to perform the work added by such change order. PAAP consents and agrees that change order shall provide for the realignment of the sewer line and agrees to reimburse CITY in the amount and at the time agreed upon herein for the performance of such work by CITY's contractor. Completion of the Project, inclusive of the sewer line alignment relocation shall be signified by the recordation of a Notice of Completion with the Registrar-Recorder/County Clerk for the County of Los Angeles.
- b. CITY designates Patsy Orozco as the Project Manager who shall be responsible for the professional execution of CITY tasks covered by this Agreement and serve as liaison between the CITY and PAAP for the relocation of the PAAP Oil Line. CITY shall promptly notify PAAP of any change in the CITY Project Manager.
- c. PAAP designates Mike Eidman as the Project Manager who shall be responsible for the professional execution of PAAP tasks covered by this Agreement and liaison between the CITY and PAAP for the relocation of the PAAP Gas Line. PAAP shall promptly notify CITY of any change in the PAAP Project Manager.

3. REIMBURSEMENT.

In exchange for performance of the realignment of the City sewer line by Contractor, PAAP shall reimburse CITY as further set forth herein ("Reimbursement"). The Reimbursement shall be for only the realignment of the City sewer line as set forth in the above-referenced change order of the CITY. The Reimbursement shall be paid in full to the CITY after the City sewer line has been realigned away from the PAAP Oil Pipeline, and the City has provided a final invoice for the cost of the realignment (payable within 30 days).

4. REIMBURSEMENT AMOUNT.

- a. The CITY and PAAP agree to the Reimbursement amount of \$251,000 (hereinafter, the "Estimated Change Order Sum"). Said amount is an estimate for the work. PAAP shall reimburse the CITY for the total amount that CITY will expend on the realignment of the City sewer line, including any sums which be in excess of the Estimated Change Order Sum. Such excess costs could include, but may not be limited to, increases due to further change orders, unforeseen underground conditions, claims for additional reimbursement from the contractor, and stop notices filed by subcontractors. CITY will consult with PAAP prior to incurring any additional expenses.

- b. Notwithstanding anything to the contrary under Section 3 or paragraph (a) of this Section 4 of this Agreement, concurrent with the execution of this Agreement by PAAP, PAAP shall deposit with CITY a good faith deposit amount equal to \$125,500 percent (50%) of the Estimated Change Order Sum (hereinafter, the "Good Faith Deposit"). Upon the completion of all work under this Agreement, the Good Faith Deposit shall be credited toward PAAP's final payment of all sums due and payable to City under this Agreement.

5. EVENT OF DEFAULT; BREACH OF AGREEMENT.

- a. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5(b) and 5(c) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- b. PAAP shall cure the following Events of Defaults within the following time periods:
 - i. Within two (2) calendar days of CITY's issuance of a Default Notice for any failure of PAAP to timely provide CITY any sums due and payable to CITY pursuant to this Agreement.
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement.
- c. CITY shall cure any Event of Default asserted by PAAP within fourteen (14) calendar days of PAAP's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period.
- d. 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.
- e. 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 or under the Franchise. 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 PAAP, the CITY may immediately terminate this Agreement

in whole or in part;

- ii. Upon written notice to PAAP, 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 PAAP's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

6. NOTICES.

Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail or express mail, return receipt requested with postage prepaid, to the Party's mailing address, or transmitted by facsimile equipment If receipt is acknowledged. The respective mailing addresses and contact information of the Parties are, until changed, the following:

To CITY:

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Attn: Patsy Orozco, Civil Engr. Assistant II
Phone: (818) 898-1224
Fax: (818) 361-6728
E-mail: PAOrozco2@sfcity.org

To PAAP:

Plains All American Pipeline, LP
5900 Cherry Avenue
Long Beach, CA 90805-4408
Attn: Mike Eidman, Land Analyst
Phone: (562) 728-2394
Cell: (562) 221-6777
Fax: (562) 728-2307
E-mail: MKEidman@paalp.com

7. BINDING ON SUCCESSORS AND ASSIGNS.

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Agreement.

8. SEVERABILITY.

In the event any one or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

9. GOVERNING LAW.

This Agreement is made under, shall be *governed* by and construed in accordance with the laws of the State of California.

10. CONSTRUCTION.

This Agreement has been reviewed and revised by legal counsel for both PAAP and CITY and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the Agreement.

11. MUTUAL RELEASE OF LIABILITY.

- a. PAAP shall defend, indemnify and hold CITY and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of PAAP, its directors, officers, employees, partners, contractors or agents.
- b. CITY shall defend, Indemnify and hold PAAP and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of CITY, its directors, officers, employees, partners, contractors or agents.

12. FURTHER ASSURANCES.

Each Party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.

13. WORK PERFORMANCE AND GUARANTEE.

CITY provides no guarantee or warrantee for any work executed by CITY or CITY's agents associated with this Agreement.

14. TIME OF ESSENCE.

Time is of the essence for this Agreement.

15. ATTORNEY'S FEES.

In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees. Jurisdiction and venue in the event of any legal action shall be in Contra Costa County, California.

16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein. Nothing in this Agreement shall be construed to amend or otherwise modify the Franchise. In event of any conflict or inconsistency between the provisions of this Agreement, and the provisions of the Franchise, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

17. NO THIRD PARTY BENEFICIARIES.

There shall be no third party beneficiaries to this Reimbursement Agreement.

18. COUNTERPARTS.

This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect.

19. WARRANTY OF AUTHORITY

Any individual executing this Agreement represents and personally warrants that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first herein above written.

CITY OF SAN FERNANDO

By: _____

Name: _____

Title: _____

Date: _____

PLAINS ALL AMERICAN PIPELINE, LP

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT "B"**RESOLUTION NO. 7967****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2019-20 ADOPTED ON JUNE 1, 2019
TO INCREASE GRBCON, INC., BUDGET FOR THE
GLENAOKS BOULEVARED STREET RESURFACING
PROJECT**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-20, commencing July 1, 2019, and ending June 30, 2020; and

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

WHEREAS, the City Council has determined it necessary to increase GRBCON, Incorporated's project budget in the amount of \$251,000 to complete the Glenoaks Boulevard Street Resurfacing Project; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, a copy of which is on file in the City Clerk's Office, was adopted on June 1, 2019.

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

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

Glenoaks Boulevard Resurfacing Project:

Revenues

010-3686-XXXX \$251,000

Expenditure

010-311-XXXX-4600 \$251,000

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

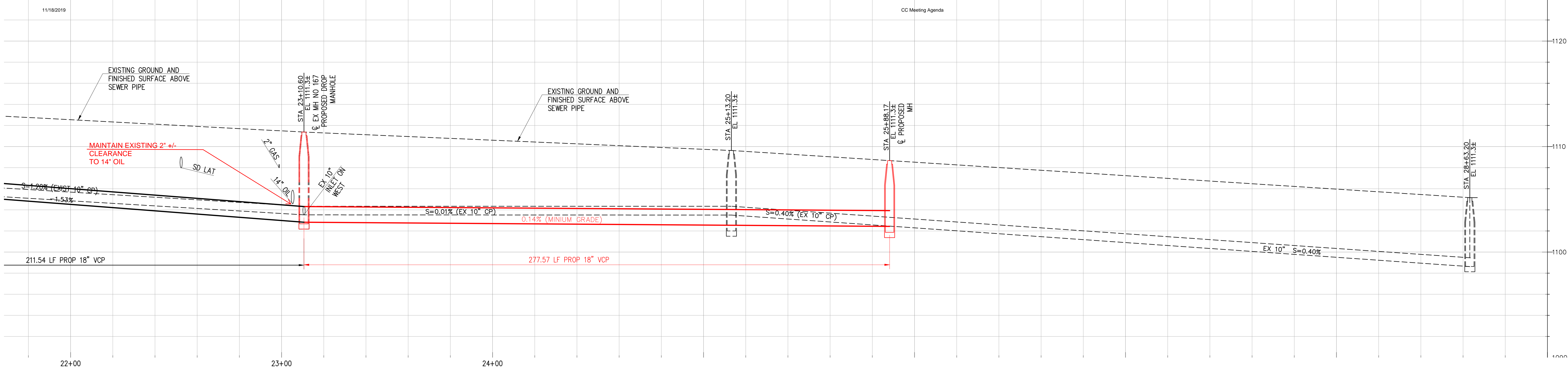
I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

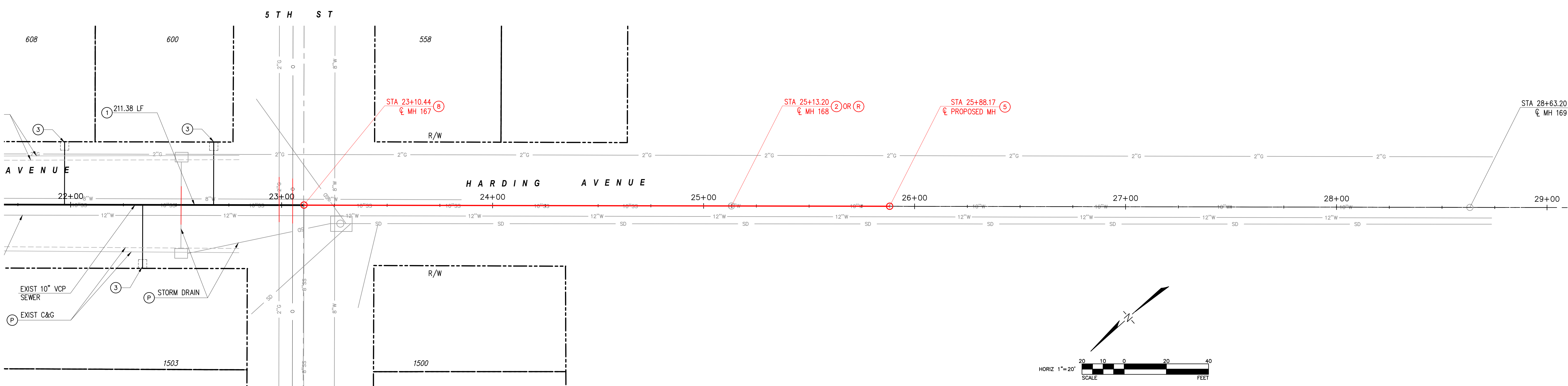
ABSENT:

Elena G. Chávez, City Clerk



SEWER NOTES:

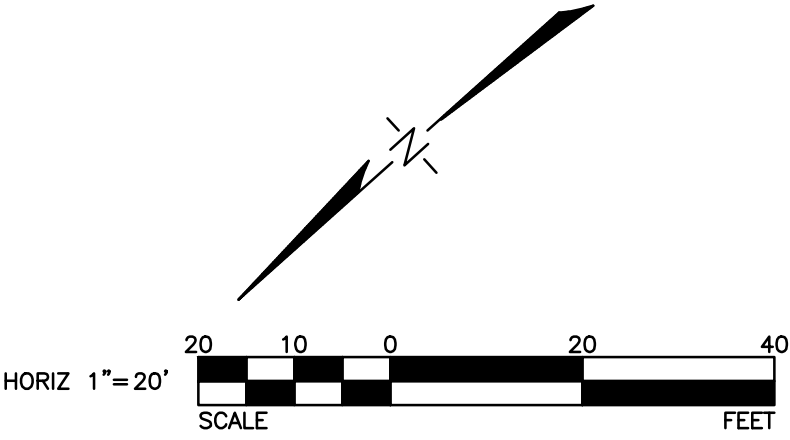
- TEES OR WYES MAY BE USED FOR JOINING HOUSE CONNECTION SEWERS TO THE MAINLINE SEWER. ALL TEES AND WYES SHALL BE ROTATED UPWARD FROM THE HORIZONTAL TO AN ANGLE OF 45 DEGREES, EXCEPT THAT A TEE OR WYE DESIGNATED ON THE PLAN AS A FLAT WYE SHALL BE ROTATED UPWARD 22 1/2 DEGREES.
- NO BENCH MARK HAS BEEN PROVIDED ON THIS PLAN. THE CONTRACTOR SHALL CONSTRUCT THE SEWER ON A STRAIGHT GRADE BETWEEN EXISTING UNDAMAGED MANHOLES AFTER DAMAGED PIPE HAS BEEN REMOVED, AS SHOWN ON THIS PLAN AND PER US ARMY CORP, RESTORATION SANITARY SEWER SYSTEM PLAN NO SP-359 (DISTRICT FILE NO. 378/178) AND LA COUNTY FLOOD CONTROL DISTRICT SEWER PROJECT 256, PLAN NO. 181-256-DI.7.
- FIELD VERIFY EXISTING WATER AND GAS SERVICE LATERALS AND RECONNECT, AS NECESSARY.
- PRIOR TO CONSTRUCTION, ALL UTILITY CROSSINGS SHALL BE POTHOLED BY THE CONTRACTOR. CONFLICTS WITH THE PROPOSED SEWER SHALL BE REPORTED TO THE DESIGNER FOR RE-DESIGN, IF NECESSARY.



SEWER CONSTRUCTION NOTES:

- (P) PROTECT IN PLACE OR REPLACE IN KIND
- (R) REMOVE AS SHOWN
- (1) CONSTRUCT 15" HDPE (HIGH-DENSITY POLYETHYLENE) INSTALLATION METHOD PER PROFILE
- (2) MODIFY MANHOLE BASE TO MATCH INVERTS SHOWN. MODIFICATION SHALL CONFORM TO SPPWC STANDARD PLAN 208-2
- (3) RECONNECT EXISTING SEWER LATERAL TO MAINLINE PER MODIFIED SPPWC STANDARD PLAN 222-2. LATERAL LOCATIONS SHOWN WERE OBTAINED FROM CCTV INVESTIGATION. FINAL LOCATION TO BE DETERMINED DURING CONSTRUCTION. PIT REQUIRED TO RECONNECT.
- (4) CONSTRUCT 18" EXTRA STRENGTH VCP INSTALLATION METHOD PER PROFILE
- (5) CONSTRUCT PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-3
- (6) CONSTRUCT 15" EXTRA STRENGTH VCP INSTALLATION METHOD PER PROFILE
- (7) CONSTRUCT 18" HDPE (HIGH-DENSITY POLYETHYLENE) INSTALLATION METHOD PER PROFILE
- (8) INSTALL DROP SEWER MANHOLE PER SPPWC STANDARD PLAN 202-2

SEWER IMPROVEMENT PLAN
HARDING AVENUE





Cost Proposal for Extra Work Required South of 5th Street

Attn: Patsy Orosco, Project Manager

Agency: City of San Fernando

Re: Cost Proposal for Extra Work Required South of 5th Street

Project: Glenoaks Sewer and Water Improvement Project

Dated: 9/13/19

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	Provide Construction Survey	1	LS	\$5,356.00	\$5,356.00
2	Construct 18" VCP	280	LF	\$521.00	\$145,880.00
3	Construct Precast Concrete Manhole per SSPWC Std 200-3	1	EA	\$13,311.00	\$13,311.00
4	Modify Manhole Base and Seal Pipe Joins, Conform to SSPWC Std Plan 208-2	1	EA	\$6,627.00	\$6,627.00
5	Construct Drop Sewer Manhole per SPPWC Std. Plan 202-2	1	EA	\$21,114.00	\$21,114.00
6	Traffic Control	1	LS	\$5,890.00	\$5,890.00
7	Reconnect House Connections (Projected, Not Verified via CCTV)	5	EA	\$1,821.00	\$9,105.00
8	Bypass Live Sewer	1	LS	\$5,115.00	\$5,115.00
9	Increased Depth - MH 167 to 165 (Shoring Equipment, Labor, and Export)	212	LF	\$19.00	\$4,028.00
10	Shoring for Extra Construction from 23+10.60 to 25+86.17	1	LS	\$3,038.00	\$3,038.00
11	CCTV for Newly Installed Section	1	LS	\$1,434.00	\$1,434.00
EXTENDED TOTAL: \$220,898.00					

Requested Schedule Relief, in addition to proposal above, is **10 Working Days**.

If you have any questions, please reach out to me via email (kgrbavac@grbcon.com) or by phone at the number listed below.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy Hou, Deputy City Manager/Director of Community Development

Date: November 18, 2019

Subject: Consideration to Authorize Execution of an Agreement with the County of Los Angeles for Census 2020 Education and Outreach Activities

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7969 (Attachment "A") to authorize the execution of an Agreement between the County of Los Angeles (County) and the City of San Fernando for Census 2020 Education and Outreach Activities (Exhibit "A" of Attachment "A" – Contract No. 1935);
- b. Authorize the City Manager to accept the funding to conduct Census 2020 related education and outreach activities, if awarded, and to initiate targeted outreach strategies; and
- c. Authorize the City Manager to make non-substantive modifications and execute all related documents required for application and receipt of such funds.

BACKGROUND:

1. On February 4, 2019, the City Council formed a Census 2020 Ad Hoc Committee comprised of Vice Mayor Ballin and Councilmember Gonzales to review information and develop policy recommendations to City Council related to the Census 2020, including acting as liaisons on the City's Complete Count Committee (CCC), provide feedback related to Census public outreach activities and programs, and other Census items that require additional study.
2. In April 2019, the San Fernando CCC met with a Partnership Specialist for the U.S. Census Bureau to discuss the upcoming Census 2020, strategies to reach historically hard-to-count populations within San Fernando, and formalizing the City's CCC for the purpose of combining the strengths of local government, community-based organizations, faith-based organizations, schools, media, businesses and others promote a complete and accurate Census 2020 count locally.

Consideration to Authorize Execution of an Agreement with the County of Los Angeles for Census 2020 Education and Outreach ActivitiesPage 2 of 4

3. On May 3, 2019, the County of Los Angeles notified local jurisdictions of its countywide allocation to promote participation in the 2020 Census of \$9,393,090, including an allocation for the City of San Fernando of up to \$27,018, based on its concentration of geographic areas and demographic populations considered hard-to-count.
4. On May 14, 2019, the San Fernando CCC convened its kick-off meeting to commence activities to target historically hard-to-count Census populations within San Fernando. The San Fernando CCC, co-lead by the Census 2020 Ad Hoc Committee, is comprised of more than 30 stakeholders from the local San Fernando and greater San Fernando Valley community and includes representatives from the following organizations:
 - Fernandeno Tataviam Band of Mission Indians
 - Pacoima Beautiful
 - National Association of Latino Elected and Appointed Officials (NALEO) Education Fund
 - Pueblo Y Salud
 - City labor representatives
 - VidaMobile Clinic and other local healthcare non-profit organizations
 - San Fernando Chamber of Commerce
 - Local schools
 - Local students
 - Representatives for Congressman Tony Cardenas, State Senator Robert Hertzberg, and State Assembly Member Luz Rivas
 - Other interested community members
5. Since May 2019, the San Fernando CCC has met on a regular basis to advance the committee's mission to promote a complete and accurate Census 2020 count in San Fernando.
6. On October 16, 2019, the County of Los Angeles notified local jurisdictions that cities may select between two options to manage their Census allocations:

Option 1: Pooled fund with the County and other cities and rather than funding, receive a digital 2020 Census Media Kit, and direct mail and media campaigns.

Option 2: City deployment of State's full funding allocation for the city.
7. On October 31, 2019, staff notified the County Chief Executive Office of the City's tentative selection of Option 2, pending City Council adoption of a resolution and submittal of a plan.

Consideration to Authorize Execution of an Agreement with the County of Los Angeles for Census 2020 Education and Outreach ActivitiesPage 3 of 4

ANALYSIS:

The United States (U.S.) Constitution requires that every person living in the United States is counted every 10 years, a process called the U.S. Census. The next Census will take place starting in March 2020. Census data is critically important because it determines apportionment of seats in the U.S. House of Representatives, the redistricting of state and local legislative seats and voting districts, and the allocation of more than \$600 billion dollars in federal funding for programs such as Medicaid, Medicare, Title 1 Grants funding local education agencies, and Supplemental Nutrition Assistance (SNAP), just to name a few.

Per the County of Los Angeles' email on October 16, 2019 regarding local Census funding allocations, in order to be eligible, a city must notify the County of Los Angeles of its decision for city deployment of the funding allocation and submit its plan by November 6, 2019, or as soon as possible thereafter. A list of all tasks and deliverables are set forth below:

- Census CCC Membership;
- Adopt a City Council resolution, order, motion, ordinance, or similar document authorizing the agreement with the County of Los Angeles;
- Create a Strategic Implementation Plan;
- Adhere to activities, progress, and final reporting requirements; and
- Agree to return any unused funds.

The San Fernando CCC has expressed strong support for Option 2 for City deployment of the full funding allocation for the City of San Fernando, an amount up to \$27,018. Over the next several weeks, the CCC Committee plans to submit a Strategic Implementation Plan to the County of Los Angeles to secure the funding allocation.

BUDGET IMPACT:

Approval of this Resolution does not have a direct fiscal impact on the City's General Fund budget as staff has prepared the application in-house. As previously mentioned, Census data is used to allocate many population- and demographic-based funding sources. Consequently, an accurate Census is critical to ensure the City receives its fair share of Census data based funding. If awarded the funding, staff will return with a request to amend the Fiscal Year (FY) 2019-2020 Budget to appropriate the funds.

Consideration to Authorize Execution of an Agreement with the County of Los Angeles for Census 2020 Education and Outreach ActivitiesPage 4 of 4

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 7969 to authorize execution of an agreement with the County for Census 2020 Education and Outreach Activities.

ATTACHMENT:

- A. Resolution No. 7969 with Exhibit "A" – Draft Agreement (subject to minor modifications)

ATTACHMENT “A”**RESOLUTION NO. 7969****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A CERTAIN SUBAWARD AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND THE COUNTY OF LOS ANGELES FOR CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES**

WHEREAS, every 10 years, people across the country, including the County of Los Angeles, participate in the national Census in order to establish an accurate count of all people in the United States; and

WHEREAS, the Census determines the amount of federal funding communities may receive for important services that help support families and ensure the community’s fair share of representation in California and Washington D.C.; and

WHEREAS, the 2020 Census will help decide how billions of dollars will reach families across the United States, California, including the County of Los Angeles and the City of San Fernando; and

WHEREAS, the answers California residents provide in the Census will help determine funding for dozens of programs that provide essential resources to Californians and San Fernando residents; and

WHEREAS, Census data also determines funding allocations for schools, child care programs, road maintenance projects and social assistance programs; and

WHEREAS, the 2020 Census will ensure the health and wellness of families and neighborhoods; and

WHEREAS the 2020 Census will determine the number of representatives California has in the U.S. House of Representatives and the number of votes the State will have in the Electoral College; and

WHEREAS, the County of Los Angeles is willing to provide funding and support to the City to promote the participation of San Fernando residents in the 2020 Census.

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

SECTION 1. The City Council of the City of San Fernando (“City Council”) hereby finds that the foregoing recitals are true and correct and approves that certain agreement entitled “Subaward Agreement between the County of Los Angeles and the City of San Fernando for

Census 2020 Education and Outreach Activities” the form of which is attached hereto as Exhibit “A” (hereinafter, the “Agreement”), which may be subject to minor non substantive modification.

SECTION 2. The City Manager is hereby authorized to execute this Agreement on behalf of the City and bind the same to the terms and conditions set forth therein. The City Manager is further authorized to execute such additional instruments as may be necessary to effectuate the purposes and objectives of the Agreement, unless such additional instruments commit the City to financial liabilities or legal obligations beyond those stated in the Agreement.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the City’s book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on the 18th day of November, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Resolution was passed and adopted by the City Council at its regular meeting duly held on the 18th day of November, 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

EXHIBIT "A"
CONTRACT NO. 1935

Attachment II



SUBAWARD AGREEMENT BETWEEN

THE COUNTY OF LOS ANGELES

AND

CITY NAME

FOR

CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES

**SUBAWARD AGREEMENT
FOR
CENSUS 2020 EDUCATION AND OUTREACH ACTIVITIES**

THIS SUBAWARD AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019.

BY COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California, hereinafter referred to as "County",

AND CITY OF _____, a municipal corporation, hereinafter referred to as "City."

WITNESSETH

WHEREAS, pursuant to Government Code section 31000 and Health and Safety Code section 34149, the County may enter into an agreement with the City to provide specialized functions on behalf of the County;

WHEREAS, the County was awarded a total of \$9,393,090 in funding to conduct 2020 Census-related education and outreach activities, and to initiate targeted outreach strategies (Project);

WHEREAS, on January 29, 2019, the County Board of Supervisors authorized the Chief Executive Officer to execute agreements with public entities, community-based organizations and other entities to carry out the above activities consistent with all State requirements; and:

WHEREAS, the Parties have been authorized to execute an Agreement for the not to exceed amount of \$_____ for the Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

A. APPROVED FUNDING AND PURPOSE

The County hereby grants to the City an amount not to exceed \$_____ which will be used to engage in Census 2020 education and outreach activities that focus on both geographic areas and demographic populations who are “least likely to respond.” These areas and populations are commonly referred to as “Hard-to-Count (HTC).” The terms “least likely to respond” and “HTC” are terms of art and are often used interchangeably. HTC or “least likely to respond” areas or populations are areas or populations, which based on multiple demographic, housing and socioeconomic variables factors, have been judged as difficult to enumerate by the California Department of Finance Demographic Research Unit. Activities carried out under the term of this Agreement shall achieve the following objectives:

B. OBJECTIVES

EDUCATE

1. Inform the public about the census process, purpose and timeline.
2. Inform the public of the importance of the census. The State will receive billions of dollars in federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.
3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individual with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13 of the United States Code, entitled the “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to \$5,000, 5 years in prison, or both. The Census Bureau’s dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.
4. Identify areas and populations within City’s local jurisdiction that are least likely to respond, as identified in Task 1.2 of Exhibit A of the Agreement.

MOTIVATE

5. Eliminate the fear of completing the census questionnaire. Instill trust that the government is not legally permitted to use this data in a negative way. No one outside the Census Bureau is permitted to be given any information to link names to addresses on the census questionnaire.
6. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
7. Where possible, the City should assess messaging efforts, outreach and tools.

ACTIVATE

8. Engage trusted messengers in trusted environments to help the public participate in the census.
9. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
10. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

C. APPLICABLE DOCUMENTS

Exhibits A, B, and C are attached to and form a part of this Agreement.

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

EXHIBIT C – CALIFORNIA VOLUNTEER PLAN GUIDANCE LETTER

D. STRATEGIC OUTREACH DEVELOPMENT AND IMPLEMENTATION

The City shall design and implement a multi-faceted, multi-channel, multi-lingual cohesive strategic outreach plan to reach all census audiences within its jurisdiction. The overarching strategic plan should address broad census goals and objectives and specific outreach strategies, as well as integrate with other outreach efforts. The plan shall be submitted to the County Chief Executive Office as described in Exhibit A, Task 1.

E. AGREEMENT TERM

The Period of Performance ("Term") of this Agreement will commence upon full execution of this Agreement through December 31, 2020. The City shall not

receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the County Contract Manager.

F. DISBURSEMENT OF FUNDS

Funds will be disbursed according to the schedule and requirements outlined in Exhibit B. To avoid duplication of efforts and/or misuse of funds, all funds provided by County pursuant to this Agreement, must be used to address existing gaps in census outreach

City further agrees that funds from County pursuant to this Agreement shall be used for outreach focused on HTC populations in Los Angeles County, and shall be limited to the following approved activities:

1. Outreach activities/community events to educate and/or encourage HTC populations to complete Census questionnaire
2. Purchase of outreach materials (banners, bus wrap-arounds, flyers, etc.)
3. Distribution of collateral/flyers
4. Translation/interpretation services
5. Media outreach
6. Canvassing of HTC areas
7. Form-filling assistance
8. Phone banking
9. Pledge cards (creation and/or distribution)
10. Workforce development – coordinate with U.S. Census Bureau to promote local hiring of Census enumerators. It is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively. Trusted messengers are individuals, groups, and/or organizations that hold an established position of trust in the community and include but are not limited to, ethnic media and community leaders who are positioned to share culturally appropriate messages for the purpose of promoting census engagement within communities
11. Non-Response follow-up (NRFU) activities during May-August 2020 directed at members of the public who have yet to complete the Census questionnaire.

City must obtain written permission from County prior to using funds for any activity not expressly included in this Agreement.

G. FINANCIAL RECORDS

1. The City agrees to maintain satisfactory financial accounts, documents and records of expenditures and to make them available to the County for auditing. The City also agrees to retain such financial accounts, documents and records in compliance with the approved records retention policy of the City and for at least five (5) years following the expiration of this Agreement.
2. The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection and copying, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of City records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.
4. The City, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.
5. The City will provide the County's Chief Executive Officer within ninety (90) days after the end of the City's fiscal year ending in June 2021, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.
6. It is understood and agreed that any County Funds paid to the City hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any Funds paid to the City hereunder have been used for purposes other than those authorized by this Agreement, the City is required to immediately refund any such Funds to the County.

H. UNUSED OR MISUSED FUNDS OR PROPERTY

1. If there are any unused funds at the expiration or termination of the Agreement, City shall promptly return any such funds to the County.
2. City shall not purchase any property that is not authorized by County as part of the Project. The County reserves the right to take possession of any property purchased with misused County funds as determined by the County if City fails to make timely repayment of such County funds.

3. Nothing contained in this Section F shall limit or prevent the County from taking any and all action to seek repayment of unused County funds or County funds that were not used in accordance with the terms of this Agreement.

I. TERMINATION

1. The County reserves the right to terminate this Agreement without cause upon sixty (60) days advance written notice to the City. City may submit a written request to terminate this Agreement only if the County should substantially fail to perform its responsibilities as provided herein.
2. The County may terminate the Agreement for cause. The term "for cause" shall mean that the City fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the County's notification to the City. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County and all costs to the County shall be deducted from any sum due to the City under this Agreement.
3. Other than provided by Section I(2), Notice of termination shall be given, in writing, at least sixty (60) days in advance and shall be complete when delivered to either party.
4. The parties may agree to suspend or cancel the Agreement if the City or the County's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the City is unable to render service of any action by any governmental authority.
5. In the event of termination, the City will provide a detailed report of expenditures and the balance of the unexpended amount will be refunded to the County within thirty (30) days of the termination.

J. INDEMNIFICATION

The City agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's participation in this Agreement, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of the City by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

K. CONFLICT OF INTEREST

The City covenants that neither the City nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connections with the Agreement has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

The City, its agents, officers, employees, and sub-contractors shall comply with all applicable federal, State, and County laws and regulations governing conflict of interest.

L. AMENDMENTS

1. Any change in the terms of this Agreement, including the performance period of the Agreement and any increase or decrease in the amount of the Agreement, which are agreed to by the County and the City shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.
2. Such amendments shall be authorized subject to the approval of County Counsel as to form.

M. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

1. To the County: Chief Executive Office
Attn: Cheri Thomas
Kenneth Hahn Hall of Administration, Room 745
500 West Temple Street
Los Angeles, CA 90012

2. To the City: City Name:
Address:
Contact Information:

N. NONDISCRIMINATION

The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or

mental handicap, medical condition, or place of residence in the use of the Funds paid to the City pursuant to this Agreement.

O. COMPLIANCE WITH THE LAW

The City shall comply with all applicable Federal, State, and County laws, regulations and policies in connection with its activities pursuant to this Agreement.

P. SEVERABILITY

If any provision of this Agreement, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without invalid provision or application, and to this end the provisions of the Agreement are severable.

Q. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or equity.

R. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

S. EFFECTIVE DATE

The effective date of this Agreement shall be on the date this Agreement is executed by the County's Chief Executive Officer.

T. ASSIGNMENTS AND SUBCONTRACTS

City shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void.

Any assumption, assignment, delegation, or takeover of any of City's duties, responsibilities, obligations or performance of same by any entity other than City, whether through assignment, subcontract, delegations, merger, buyout, or any other mechanism, with or without consideration for any reason requires the County's prior written approval. Failure to obtain such written approval shall be a material breach of this Agreement.

In the event City assign, delegates, or subcontracts its duties under this Agreement to an organization receiving, or scheduled to receive census outreach funds from

County, City must demonstrate how the duties and/or obligations considered are separate and distinct and that such assignment or subcontract will serve to fill an existing gap in Census outreach.

U. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

City shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. City's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

V. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

City acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf>). The City further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The City, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the City, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the City to termination of contractual agreements as well as civil liability.

IN WITNESS WHEREOF, the City has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

CITY OF _____

By: _____
Title

Date

ATTEST:

Name
City Clerk

By: _____

Date

APPROVED AS TO FORM FOR THE CITY:

Name
City Attorney

By: _____

Date

COUNTY OF LOS ANGELES

By: _____
Sachi A. Hamai
Chief Executive Officer

Date

APPROVED AS TO FORM FOR THE COUNTY:

Mary C. Wickham
County Counsel

By: _____

Date

Principal Deputy County Counsel

EXHIBIT A**RESPONSIBILITIES & REQUIREMENTS**

A Council resolution, order, motion, ordinance or similar document shall be received by the County before the parties can enter into a valid subaward Agreement. A list of all tasks and deliverables are set forth below.

Administrative Requirement - Board Resolution	
The City is required to have a legally binding resolution, order, motion or ordinance or similar document from the City Council authorizing execution of the agreement.	
Task 1 -- Strategic Implementation Plan In order for City to directly receive its census funding allocation, by DATE the City must provide the County with the City's Strategic Implementation Plan, which shall address subtasks 1.1 through 1.8. The County's Chief Executive Office must approve (in writing) the Strategic Implementation Plan.	
1.1	Outreach Plan – City shall provide a plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline(s), as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the census 2020 questionnaire. Further components are listed below:
1.2	Approach – City shall describe its approach to outreach, including: <ul style="list-style-type: none"> • Identification of least likely to respond areas and populations vis-a-vis census blocks within the local jurisdiction (to locate the census blocks within your City that qualify as HTC based on the CA-HTC Index and/or the U.S. Census Bureau's Low Response Score (LRS) please refer to the following link: http://arcg.is/1PyCTz). • specific strategies, tactics and timelines to educate motivate and activate City's HTC areas/populations • how City will utilize partnerships and leverage resources via approved activities/expenditures to achieve the highest self-response rate on the 2020 Census Questionnaire.
1.3	Partnership Coordination -- City shall provide a plan showing its integrated and coordinated approach working with the US Census Bureau, the California Complete Count Committee, the County Complete Count Committee, schools, community-based organizations, and other civil society organizations to avoid duplication and to identify methodology to address gaps.
1.4	Language Access Plan – There are over 200 non-English languages spoken across the County. City shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the local jurisdiction. City's plan must be consistent with the requirements of

	the California Complete Count's Language and Communications Access Plan, as further delineated at https://census.ca.gov/wp-content/uploads/sites/4/2019/06/LACAP.pdf .
1.5	Budget – City shall provide a budget proposal for the City's allocated funding provided by the County including, but not limited to: <ul style="list-style-type: none"> • Administrative costs (not to exceed 5% of total allocation) • Outreach (e.g. events, meetings, materials, etc.) • Media
1.6	Volunteers – City agrees that if City intends to utilize volunteers pursuant to this Agreement, such use of volunteers must abide by State requirements as indicated in Exhibit C, regarding the use of volunteers during 2020 Census outreach.
1.7	Timeline of activities during the term of this contract.
1.8	City shall describe its intention to measure results throughout the contract. City shall include specific details in its Strategic Implementation Plan such as: <ul style="list-style-type: none"> • Accountability Measures • Data to be collected – Type and Quantity • Evaluation Methodology/Approach
Task 2 – Activities Report	
2.0	Immediately upon contract execution, City shall submit on a monthly basis, an Activities Tracking Sheet documenting any events held and/or expenditures completed made using funds obtained pursuant to this Agreement.
Task 3 - Written Progress Report	
3.0	No later than February 14, 2020, City shall submit a written report to County which must include: <ul style="list-style-type: none"> • Completed Activities Tracking Sheets so that information is prepared for SwORD data uploads, • Language access plan updates • Calendar and event updates • Budget Update • Other criteria to be determined by the County (e.g. Activity Summary, Deliverable Status, Concerns/Issues)
Task 4 - Final Report	
4.0	A final report is due on August 31, 2020 . At a minimum, the final report shall include:

	<ul style="list-style-type: none">• Local response outcome including specific self-response rate• Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign• Lessons learned and best practices that may inform subsequent census outreach efforts in the local jurisdiction• Evaluations, criteria used and further recommendations for 2030
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SAMPLE

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

Cities with allocations less than \$10,000.00 will receive their full allocation following County approval of Strategic Implementation Plan.

Cities with allocations greater than \$10,000.00 will receive funds in increments. Following satisfactory completion of the milestones outlined below, and upon receipt and approval of the appropriate invoice, the County agrees to compensate the City in accordance with the rates/costs specified herein.

BREAKDOWN OF PAYMENT**Total Allocation:**

	Milestone	Payment Percentage	Payment Amount	Anticipated Payment Date
1	Strategic Implementation Plan	50%	\$ _____	Upon County Approval
2	Progress Report	40%	\$ _____	Upon County Approval
3	Final Report	10%	\$ _____	August 31, 2020
			Total Contract:	

The City will become eligible for the funds described above following the satisfactory completion of each milestone outlined above. Prior to disbursement, the City must submit an invoice for reimbursement pursuant to Exhibit B, Section 1A. In no event shall the City request or be entitled to reimbursement from the County for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

A. The City shall submit invoices, in accordance with the payment schedule above. Each line item listed on invoice must represent an allowable or approved expenditure. Invoices must include the following:

- 1) Agreement number;
- 2) Invoice number;
- 3) Invoice date;
- 4) Invoice total;
- 5) City's remittal address;
- 6) Billing and/or performance period covered by invoice;

B. Invoices shall be submitted physically to the address listed below:

County of Los Angeles – Chief Executive Office

500 W. Temple Street, Room 723

Los Angeles, CA 90012

Attn: Cheri Thomas

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the State's Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the City or to furnish any other consideration under this Agreement, and the City shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the State's Budget Act for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County or offer an agreement to the City to reflect a reduction in the amount.

3. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the County disputes the Final Invoice or any item in the Final Invoice, the County shall provide written notice to the City describing the reason or reasons the County's disputes the Final Invoice, and the City shall be required to submit a corrected Final Invoice to the County no later than ten (10) calendar days after the date the City received the County's written notice.
- C. If the City fails to submit a corrected Final Invoice within the time required, or if the City's corrected Final Invoice fails to correct the disputed item, the County shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The County may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, above if the City fails to obtain prior written County approval of an alternate Final Invoice submission deadline.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy Hou, Deputy City Manager/Director of Community Development

Date: November 18, 2019

Subject: Consideration to Authorize Submittal of an Application for the Senate Bill 2 Planning Grants Program to the California Department of Housing and Community Development

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7962 (Attachment "A") to authorize an application for the receipt of Senate Bill 2 (SB 2, 2017) Planning Grants Program Funds to the California Department of Housing and Community Development (HCD) in the amount of \$160,000;
- b. Authorize the City Manager to accept the grant funds, if awarded;
- c. Authorize the City Manager to appropriate the grant revenues and expenditures in accordance with the Adopted Budget Resolution No. 7938, if awarded; and
- d. Authorize the City Manager to execute all related grant documents required for application and receipt of such grant funds.

BACKGROUND:

1. On March 28, 2019, the California HCD announced the release of a Notice of Funding Availability (Attachment "B") for approximately \$123 million under the SB 2 Planning Grants Program. This program was established to provide financial and technical assistance to local governments to update planning documents and land-use ordinances. The program is intended for the preparation, adoption, and implementation of plans that streamline approvals and accelerate production of housing to address the housing shortage statewide.
2. On September 25, 2019, the General Plan Ad Hoc Committee, then comprised of Vice Mayor Ballin and Councilmember Pacheco, met to discuss the current state of the City's General Plan and future opportunities to fund updates, particularly the opportunity to apply for the SB 2 Planning Grants Program.

Consideration to Authorize Submittal of an Application for the Senate Bill 2 Planning Grants Program to the California Department of Housing and Community DevelopmentPage 2 of 3

3. Since that time, staff has developed possible activities eligible for SB 2 Planning Grant funds in consultation with Placeworks, the consultant team contracted by HCD to assist applicants. In order to apply for SB 2 Planning Grants, local governments are required to adopt an authorizing resolution.

ANALYSIS:

Based upon population, the grant program categorizes San Fernando as a small city. As such, the City may apply for a maximum grant amount of \$160,000. Thus, staff recommends applying for the maximum amount for one-time funds or technical assistance to address one or more of the following possible activities:

- Phase 2 of Online Planning Counter: Website for building and planning permitting.
- General Plan Housing Element Update for 6th Cycle.
- Incorporate Environmental Justice into the General Plan.
- Analysis of special housing needs (elderly “aging in place”, persons with disabilities, families with female heads of households, etc.).
- Updates to the San Fernando Corridors Specific Plan (SP-5).

The proposed activities will address one or more of the priority policy areas, as outlined by HCD in the grant application, such as rezone to permit by-right, objective design and development standards, Specific Plans or form-based codes coupled with CEQA streamlining, Accessory Dwelling Units or other low-cost building strategies, expedited processing, and housing related infrastructure financing and fee reduction strategies.

BUDGET IMPACT:

Approval of this Resolution does not have a direct fiscal impact on the City’s General Fund budget as staff has prepared the application in-house. If awarded the grants, the Adopted Budget Resolution (Resolution No. 7938) authorizes the City Manager to appropriate the grant revenue and expenditures.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 7962 to authorize application for SB 2 Planning Grants Program funds from HCD for one-time funding and ongoing technical assistance.

Consideration to Authorize Submittal of an Application for the Senate Bill 2 Planning Grants Program to the California Department of Housing and Community Development

Page 3 of 3

ATTACHMENTS:

- A. Resolution No. 7962
- B. SB 2 Notice of Funding Availability

ATTACHMENT “A”**RESOLUTION NO. 7962****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS**

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability (“NOFA”) dated March 28, 2019, for its Planning Grants Program (“PGP”); and

WHEREAS, the City Council of the City of San Fernando (“City Council”) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))) related to the PGP Program.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.00.

SECTION 3. In connection with the PGP grant, if the application is approved by the Department, the City Manager or his designee is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

SECTION 4. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the

application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 5. The City Manager or his designee is authorized to execute the City of San Fernando Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the City's book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on the 18th day of November, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Resolution No. 7962 was passed and adopted by the City Council at its regular meeting duly held on the 18th day of November, 2019, by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

Attachment "B"

PLANNING GRANTS PROGRAM (SB 2, 2017) 2019 NOTICE OF FUNDING AVAILABILITY



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

**Zachary Olmstead, Deputy Director
Department of Housing and Community Development
Division of Housing Policy Development**

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 29, 2019

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2019 NOTICE OF FUNDING AVAILABILITY SB 2 PLANNING GRANTS PROGRAM

I. Introduction

The Department is releasing this Notice of Funding Availability (NOFA) for approximately \$123 million to make funding available to all local governments in California under the Senate Bill 2 (SB 2) Planning Grants Program (PGP). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production.

The PGP is authorized by Health and Safety Code sections [50470 et seq.](#) (Chapter 364, Statutes of 2017, ([SB 2](#))). Funding is subject to the December 2018 [Planning Grants Program Guidelines](#) (hereinafter referred to as the “Guidelines”), which includes detailed information on eligibility requirements, conditions, and procedures for awarding funds.

II. Program Summary

SB 2 (2017) is part of a [15 bill housing package](#) aimed at addressing the state’s housing shortage and high housing costs. Specifically, SB 2 established a permanent source of revenue intended to increase the affordable housing stock in California.

PGP grants are funded through 50 percent of the revenues collected during the first calendar year (January through December, 2018). The PGP program is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for all income groups;
- Promote development consistent with the State Planning Priorities; and
- Ensure geographic equity in the distribution and expenditure of allocated funds

The Department, in conjunction with the Governor’s Office of Planning and Research, will provide technical assistance to localities pursuant to the provisions set forth in Article VII, Section 700(a) through (e) of the Guidelines. For further information, contact the Department at sb2planninggrant@hcd.ca.gov for details regarding local technical assistance.

Please refer to the Guidelines for other administrative provisions not summarized in this NOFA.

III. Program Timeline

Pursuant to Section 500(a) of the Guidelines, funds will be initially available to eligible applicants on a noncompetitive, over-the-counter (OTC) basis. Applications will be accepted over an eight-month period, commencing from the date of the release of this NOFA (Section 500(b) of the Guidelines). See Table 1 below for the projected timeline for awards for the initial OTC period.

Table 1: *Projected Timeline for Awards for OTC Applications*

Event	Date(s)
NOFA release	March 28, 2019
NOFA-Application Workshops / Webinar Period	April 1 - May 1, 2019
Final due date for OTC applications	November 30, 2019
Supplemental round	TBD
Anticipated end of grant term	June 30, 2022

The Department anticipates awards in 2-3 month intervals, depending on the volume of applications, and reserves the right to make adjustments to the projected timeline at any time. If OTC funds are not fully awarded at the end of the eight-month period, the Department may extend the final OTC application due date or consider a supplemental funding round (Section 500(g) of the Guidelines). During any supplemental round, top priority will be given to localities that have not submitted a previous request for funding. All other applicants may be subject to competitive scoring criteria during any supplemental round (Section 500(g)(2) of the Guidelines).

IV. Funding Available

The Department determined maximum award amounts for large, medium, and small localities, based on population estimates from the Department of Finance (DOF). Table 2 below shows the minimum and maximum awards available pursuant to Article IV, Section 400 of the Guidelines. Applicants can view maximum award amounts for all jurisdictions [here](#).

Table 2: *Minimum and Maximum Award Amounts*

All Localities	Large Localities – Defined as ≥ 200,000 people	Medium Localities – Defined as 60,000 to 200,000 people	Small Localities – Defined as ≤ 60,000 people
Minimum award amount:	Maximum award amount:	Maximum award amount:	Maximum award amount:
\$25,000	\$625,000	\$310,000	\$160,000

For a link to the 2018 DOF Population Estimates, E-5, see:
<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>

Applicants seeking partnerships with other local governments will be additive. For example, two large localities could submit a proposal for up to \$1.25 million; three small localities up to \$480,000, etc. Note: All applicants, including those who are forming partnerships, must submit separate, complete and signed application packages, pursuant to section X of this NOFA, to the Department in order to be awarded funds.

V. Eligible Applicants

Pursuant to Article II, Section 200 of the Guidelines, eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect on land-use or development within the locality. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria.

Multi-jurisdictional partnerships between local governments are encouraged in order to coordinate with regional governments, leverage regional and state investment, promote consistency with the sustainable communities strategy, and affirmatively further fair housing.

Note: All localities must pass the Threshold Criteria as stated in section VIII of this NOFA. To ensure compliance with section VIII, all applicants, including those who are forming partnerships, must submit separate, complete and signed application packages, including resolutions, to the Department in order to be awarded funds.

VI. Eligible Activities

Applicants proposing Priority Policy Areas, as defined in section VIII of this NOFA, are automatically deemed to accelerate housing production without any documentation or demonstration to the Department.

Pursuant to Article III, Section 300 of the Guidelines, a variety of planning documents, planning activities and strategies, are considered eligible activities and must demonstrate a nexus to accelerating housing production, which may include:

- (1) Updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans;
- (2) Updates to zoning ordinances;
- (3) Environmental analyses that eliminate the need for project-specific review;
- (4) Local process improvements that improve and expedite local planning;
- (5) A smaller geography with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;
- (6) The creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017);
- (7) Workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017);

- (8) Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018);
- (9) Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;
- (10) Rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability;
- (11) Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);
- (12) Pre-approved architectural and site plans;
- (13) Regional housing trust fund plans;
- (14) SB 2 funding plans;
- (15) Infrastructure financing plans;
- (16) Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production; and
- (17) Other planning activities demonstrating a nexus to accelerating housing production.

Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production.

As part of the PGP program, HCD, in coordination with the Governor's Office of Planning and Research (OPR), will work with a team led by Placeworks to provide technical assistance (TA) to applicants throughout the application period. The TA team will work closely with regions, sub-regions, and counties to help jurisdictions identify activities and provide tools that will accelerate housing production. For further information, contact the Department at sb2planninggrant@hcd.ca.gov for details regarding local technical assistance.

VII. Eligible Uses

Pursuant to Article III, Section 302 of the Guidelines, grant funds shall be used for the costs of preparing and adopting the proposed activity. Subcontracting is allowable under conditions set forth in Section 302(c) of the Guidelines. Pursuant to Section 302(b) of the Guidelines, grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the proposed activity. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement.

Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible.

(Section 601(c) of the Guidelines).

Refer to Section 301 of the Guidelines for a list of all ineligible activities.

VIII. Threshold Requirements

In accordance with Article II, Section 201 of the Guidelines, all applicants must meet the following threshold requirements:

- (1) **Housing element compliance:** The applicant must have a housing element that has been adopted by the jurisdiction's governing body by the date the applicant submits the application package, and is subsequently determined to be in substantial compliance with state housing element law pursuant to Gov. Code Section 65585 by the time of award. A jurisdiction's current housing element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element/index.shtml> or emailing the Department at sb2planninggrant@hcd.ca.gov. For more information on housing element requirements, please contact Paul McDougall at paul.mcdougall@hcd.ca.gov.

Pursuant to Section 201(a)(2) of the Guidelines, applicants not meeting housing element requirements may be considered to meet this threshold requirement at the discretion of the Department on a case by case basis by applying factors such as significant progress in meeting housing element requirements (e.g., a draft found to meet statute, rezoning near completion), proposing activities to meet housing element requirements (e.g., rezoning to accommodate housing needs pursuant to Gov. Code Section 65583(c)(1)) and adoption of a compliant element prior to the award of funds.

- (2) **Annual Progress Report (APR) on the housing element:** The applicant must submit the APR to the Department, as required by Gov. Code section 65400, for the current or prior year by the date the applicant submits the application package.
- (3) **Nexus to accelerating housing production:** The applicant must propose and document plans or processes that accelerate housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing supply and affordability. An application not utilizing Priority Policy Areas must include an explanation and documentation of the nexus plans or processes impact on accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see Attachment 2 in the Application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

Applicants proposing Priority Policy Areas do not require a nexus demonstration and are automatically deemed to accelerate housing production without any documentation. Pursuant to Section 102(q) of the Guidelines, Priority Policy Areas means any of the following:

- (a) Rezone to Permit By-right: Rezoning for significant additional housing capacity without, or lesser, discretionary review, or establishing zoning to permit residential development by-right, particularly multifamily, without discretionary action pursuant to Government Code Section 65583.2(h) and (i).
- (b) Objective Design and Development Standards: Developing objective design standards or pre-approved site and architectural plans that facilitate non-discretionary permitting.
- (c) Specific Plans or Form based Codes Coupled with CEQA Streamlining: Designating and rezoning for additional housing capacity or preparing specific plans or form codes that include zoning and development standards and plan-level environmental analysis that can be used to streamline future housing projects and facilitate affordability.
- (d) Accessory Dwelling Units (ADU) or Other Low-Cost Building Strategies: Encouraging ADUs and other low-cost building types through actions above state law such as, outreach, fee waivers, pre-approved plans, website zoning clearance assistance, and other homeowner tools or finance tools. Also, establishing other approaches to intensify existing lower density residential areas and “missing model” typologies to encourage significantly more residential development (e.g., duplexes, triplexes) in lower density residential areas.
- (e) Expedited Processing: Speeding up approvals and permit processing, including instituting programs that streamline or consolidate the review process or create a separate process for expedited review of housing projects.
- (f) Housing Related Infrastructure Financing and Fee Reduction Strategies: Develop and implement approaches to local, regional or sub-regional housing related infrastructure financing. Create plans and programs to finance and increase infrastructure with accompanying enhanced housing capacity, such as enhanced infrastructure financing districts. Fee reduction and rationalization approaches, such as reassessing fees to adhere to best practices in reducing costs, deferrals, sliding scales or proportionate impacts fees (e.g., ADUs, transit oriented, and infill development, special needs housing), or fee transparency measures including publically available fee calculators.

Note: HCD will be rolling out best practice toolkits and technical assistance in these topic areas over the course of 2019.

Note: If the applicant is proposing only Priority Policy Areas ((PPA), as defined in section VIII, subsection (3) of the NOFA), do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of the application.

- (4) **State Planning and Other Planning Priorities:** Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities.

Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Attachment 1 in the Application).

IX. NOFA Application Workshops

The Department will hold workshops and a webinar to review the PGP NOFA and application, and will be conducting technical assistance to aid applicants throughout the OTC period. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's [SB 2 Planning Grants webpage](#), or [register here](#).

X. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a complete, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis for an eight-month period anticipated to end **November 30, 2019**. Note: All localities must pass the threshold criteria as stated in section VIII of this NOFA. To ensure compliance with section VIII, all applicants, including those who are forming or have formed partnerships, must submit separate, complete and signed application packages, including resolutions, to the Department in order to be awarded funds.

The Department will only accept applications through a postal carrier service that provides date stamp verification confirming delivery to the Department's office, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. No facsimiles, late applications, incomplete applications, application revisions, electronically submitted, or walk-in application packages will be accepted. All applications must be submitted to the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development / Land Use Planning Unit
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml#forms>.

XI. Application Review Process

Each application will first be reviewed for completeness, threshold eligibility requirements, and accuracy. In order to be considered complete, an application must contain all requested information and supporting documentation. All applications must also meet the eligibility and threshold requirements as specified in this NOFA and the

Guidelines. If the application is ineligible, it will not be considered for funding. Applicants may resubmit their applications prior to the November 30, 2019 deadline. All applicants not meeting the eligibility and threshold requirements will be informed within 60 days from the date the Department receives the application.

XII. Applicant Notification

Applicants will be notified within 60 days of the Department's receipt of their application regarding the status of their application and/or if any additional information is required (Section 500(e)) of the Guidelines). Applicants will receive an official letter of award after the Department approves funding recommendations (Section 500(f) of the Guidelines).

XIII. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds through the Standard Agreement process that will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the SB 2 Planning Grants Program Standard Agreement.

XIV. Appeals

(1) Basis of Appeals:

- (a) Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Director pursuant to this Section.
- (b) No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, point score, award, denial of award, or any other related matter.

(2) Appeals Process and Deadlines:

- (a) Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
sb2planninggrant@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as

the U.S. Postal Service, UPS, Fed Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

- (b) Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

(3) Decision:

Any request to amend the Department's decision shall be reviewed for compliance with the December 2018 Guidelines and the March 29, 2019 NOFA. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

(4) Effectiveness:

In the event that the statute and/or guidelines governing the PGP program contain an existing process for appealing decisions of the Department with respect to NOFA awards made under such programs, this Section shall be inapplicable and all appeals shall be governed by such existing authority.

XV. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works

Date: November 18, 2019

Subject: Consideration to Adopt a Resolution Approving the Adoption of the 2017 Updated Regional Water Management Plan

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7961 (Attachment "A") approving the adoption of the 2017 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.

BACKGROUND:

1. In 2006, an Integrated Regional Water Management Plan (IRWMP) was developed with \$1.5 million grant funds and adopted through the collaboration of hundreds of agencies.
2. Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, several of the local agencies (Parties) entered into a Memorandum of Understanding (MOU) in 2008, which was renewed in 2012 by the members of the Greater Los Angeles County Region (GLAC) IRWMP.
3. In 2018, the City adopted a Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County (Attachment "B"), a document which governs how agencies coordinate and share resources.

ANALYSIS:

The City is a member of the Greater Los Angeles County Region (GLAC) IRWMP. For more effective planning and to better manage local variation and input, the Region is divided into five subregions: Lower San Gabriel and Los Angeles River Watersheds; North Santa Monica Bay Watersheds; South Bay Watersheds; Upper Los Angeles River Watershed; Upper San Gabriel River and Rio Hondo River Watersheds. San Fernando is part of the Upper Los Angeles River Watersheds group.

Consideration to Adopt a Resolution Approving the Adoption of the 2017 Updated Regional Water Management PlanPage 2 of 2

The purpose of IRWMP is to collaborate to develop and implement solutions to competing water demands, water supply reliability and the financing of projects. The IRWMP defines a clear vision and direction for the sustainable management of water and land resources in the Greater Los Angeles County region over the next 20 years. The IRWMP presents basic information regarding possible solutions, the costs and benefits of those solutions, quantified goals and objectives, and a list of projects that can be implemented to achieve the goals. The GLAC IRWMP serves as the blueprint to facilitate this type of regional cooperation. Today, local agencies, organizations, cities, and county government are working together to implement its goals and objectives. In 2017, the IRWMP was updated primarily to address the issue of climate change.

The 2017 IRWMP is currently still in draft form as it has not been approved by all member agencies. However, in order to be considered for IRWMP grant funding, agencies are required to adopt an updated IRWMP by way of resolution. Thus, the City will be eligible to apply and receive grant funding for various IRWMP programs by adopting the 2017 Updated IRWMP. The most current program is Proposition 1, which the City has been approved to receive \$3,600,000 for the construction of the San Fernando Regional Park Infiltration Project. The San Fernando Regional Park Infiltration Project is included in the 2017 Updated IRWMP and is the City's only project in the document.

BUDGET IMPACT:

Adoption of Resolution No. 7961 will not have a direct impact on the Fiscal Year 2019-2020 approved budget. Adopting the resolution is required in the application process to be eligible for Proposition 1 grant funding for the construction phase of the San Fernando Regional Park Infiltration Project.

CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 7961 approving the adoption of the 2017 Updated Greater Los Angeles County Region Integrated Regional Water Management Plan.

ATTACHMENTS:

- A. Resolution No. 7961
- B. Contract No. 1896

ATTACHMENT "A"**RESOLUTION NO. 7961****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING THE ADOPTION
OF THE 2017 UPDATED GREATER LOS ANGELES COUNTY
REGION INTEGRATED REGIONAL WATER MANAGEMENT
PLAN**

WHEREAS, the City of San Fernando, Los Angeles County Flood Control District (LACFCD), and other agencies in the Greater Los Angeles County (GLAC) area have long recognized the importance of regional collaboration and integration of single purpose efforts and now regularly work across jurisdictional boundaries to implement regional projects and programs that address multiple water resource management issues including local and imported water supplies, sanitation and recycled water, stormwater management, groundwater management, water use efficiency, habitat and open space management, and many others; and

WHEREAS, the State of California Department of Water Resources (DWR) created the Integrated Regional Water Management (IRWM) Program to encourage integrated, regional strategies for managing water resources and to provide funding for both planning and implementation of projects that support management of water supply, water quality, environmental interests, drought protection, flood protection, and reduction of dependence on imported water, and many other; and

WHEREAS, the IRWM Program requires that a Regional Water Management Group (RWMG) be formed to establish an IRWM Region; and

WHEREAS, DWR recognizes the GLAC IRWM as an official IRWM Region; and

WHEREAS, an entity that is approved for membership in the RWMG by a majority vote of the Leadership Committee must approve and sign an MOU to be formally seated on the RWMG; and

WHEREAS, the City of San Fernando has been approved for membership in the RWMG by a majority vote of the Leadership Committee; and

WHEREAS, the RWMG for the GLAC IRWM is responsible for the preparation and adoption an IRWM Plan; and

WHEREAS, DWR and State Legislators have established Program Guidelines for the IRWM Program; and

WHEREAS, the RWMG for the GLAC IRWM has amended the 2014 Updated GLAC IRWM Plan to address the provisions of the 2016 IRWM Guidelines; and

WHEREAS, adopting the 2017 Updated GLAC IRWM Plan will enable participants in the GLAC IRWM to apply for future grant funding under various grant programs including Proposition 1 grant rounds; and

WHEREAS, the 2016 IRWM Guidelines require the governing bodies of member agencies of the RWMGs, the RWMG representatives of the governing bodies, as well as proponents of projects included in IRWM grant funding proposals to adopt an updated IRWM Plan; and

WHEREAS, DWR has awarded the GLAC IRWM \$129M in grant funding to implement 71 regionally significant water resources management projects.

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 of the City of San Fernando, California hereby adopts Resolution 7961 approving the adoption of the 2017 Updated Greater Los Angeles County Integrated Regional Water Management Plan and authorizes and directs the City Manager or his/her designee, in their role as a member agency of the Regional Water Management Group of the Greater Los Angeles County Region Integrated Regional Water Management to execute related documents.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 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 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

CONTRACT NO. 1896

**Memorandum of Understanding for
Integrated Regional Water Management Planning and
Implementation for the
Greater Los Angeles County Region**

This Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation ("MOU") is dated November 1, 2016 ("Effective Date") and is between the signatories to this MOU, each of which is referred to individually as a "Party" and collectively as the "Parties."

The Parties are each local agencies or non-profit organizations involved with regional water management issues in the Greater Los Angeles County ("GLAC") area shown on Exhibit A (the "GLAC Region").

It is in the best interests of the Parties and the GLAC Region that the Parties' shared water resources are responsibly managed, protected, and conserved to the extent feasible.

Pursuant to the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code (the "Act"), several of the Parties entered into a Memorandum of Understanding in 2008 ("2008 MOU"), which was renewed in 2012 ("2012 MOU"). The purpose of those memoranda of understanding was to formally establish a governance structure called the "Leadership Committee" to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and Integrated Regional Water Management Plan ("IRWMP") implementation.

The 2012 MOU established that the Leadership Committee would become the Regional Water Management Group ("RWMG") for the GLAC Region, in accordance with the Act. The 2012 MOU will expire on December 31, 2017.

The Parties intend by this MOU to continue the RWMG, provide procedures for adding and replacing members of the RWMG, and to develop, administer, update, and implement an IRWMP for the GLAC Region.

The Parties therefore agree as follows:

SECTION 1. PURPOSES AND GOALS

The Parties desire to coordinate and share information concerning water resources management planning programs and projects and other information for grant funding and IRWMP implementation, and to improve and maintain overall communication among the Parties. It is anticipated that coordination and information sharing among the Parties will assist the Parties in achieving their respective missions and contribute to the overall well-being of the GLAC Region.

SECTION 2. JOINT PLANNING FOR PROJECTS AND PROGRAMS

2.1 Projects and Programs:

The Parties intend to coordinate and collaborate to develop and implement projects and programs. The Parties recognize that coordinated projects can achieve greater benefits than single purpose projects. Applicable projects and programs include, but are not limited to, the following:

2.1.1 An IRWMP for the GLAC Region; and

2.1.2 Solicitation of external funding for implementation of the IRWMP for the GLAC Region.

2.2 Formation of the RWMG. The Parties hereby re-establish and continue the RWMG pursuant to California Water Code section 10539.

2.3 Governance and Operations of the RWMG. The RWMG is also known as the "Leadership Committee" and is composed of the Parties. The RWMG's procedures are set forth in the *Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan* ("**Operating Guidelines**") attached as Exhibit B. The Operating Guidelines serve as the basis for the RWMG's decision-making process, and will be reviewed by the RWMG as necessary and may be amended by vote of the RWMG according to the voting procedure set forth in the Operating Guidelines. The Operating Guidelines must be consistent with this MOU, and are void to the extent they are in conflict with this MOU.

2.4 New Parties: Any non-Party may become a member of the RWMG and a Party to this MOU upon the following conditions:

2.4.1 The prospective member is a public agency or non-profit organization that has a role in water supply or water management and is approved as a member according to the procedures set forth in the Operating Guidelines (as that term is defined above); and

2.4.2 The prospective member formally approves and duly executes and agrees to be bound by this MOU; and

2.4.3 The prospective member is approved by a majority vote of the Leadership Committee.

2.5 Membership Requirement and Notification: When a non-Party entity is voted to be a member of the RWMG, that member-elect must approve and sign this MOU within 90 days after election in order to be formally seated on the RWMG. Upon the member-elect's approval of this MOU, the member-elect will automatically become a Party under this MOU, and may replace an outgoing Party in accordance with the Operating Guidelines. Exhibit C to this MOU will be changed to add the new Party and to delete

the outgoing Party, if any. Exhibit C will be made public on the RWMG's website, and the Chair of the Leadership Committee shall cause a written notice of the Party change to be mailed to all Parties within 10 business days after the change. The addition of (or replacement of a Party by) a new member-elect will be made through this procedure and does not require an amendment to this MOU.

2.6 Preparation and Adoption of the IRWMP

2.6.1 The RWMG will facilitate the development and implementation of the IRWMP for the GLAC IRWM Region.

2.6.2 The Parties each hereby adopt and approve the IRWMP. The Parties also hereby adopt and approve any updated IRWMP that is approved by the RWMG according to the procedures set forth in the Operating Guidelines.

2.7 Endorsement by Other Entities. The Parties should encourage other entities to adopt resolutions endorsing the GLAC IRWM Region's IRWMP. Endorsements do not obligate entities beyond the demonstration of support for regional water management cooperation. Entities endorsing the GLAC IRWM Region's IRWMP will not be members of the RWMG or Parties unless they are added to the MOU in accordance with Section 2.

SECTION 3. GENERAL PROVISIONS

3.1 Term: This MOU will become effective on approval of a majority of the Parties and will expire on December 31, 2020.

3.2 Construction of Terms: This MOU is for the sole benefit of the Parties and does not grant rights to any non-Party or impose obligations on a Party in favor of any non-Party.

3.3 Good Faith: Each Party shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this MOU and the satisfactory performance of its terms.

3.4 Governing Law: This MOU is made under and will be governed by the laws of the State of California.

3.5 Execution: This MOU may be executed in counterparts and the signed counterparts will constitute a single instrument. The signatories to this MOU represent that they have the authority to bind their respective Party to this MOU.

3.6 Termination: This MOU may be terminated by mutual written agreement of a majority of the Parties. Any Party may terminate its participation in this MOU upon 60 days' written notice to the remaining Parties. When a Party is no longer a member of the RWMG, that Party's participation in this MOU automatically terminates. Termination of a Party pursuant to this provision does not prevent that terminated party from endorsing the IRWMP.

3.7 Administration: The Chair of the Leadership Committee will be responsible for the ongoing administration of this MOU.

3.8 Financial Commitment: Neither the signing of this MOU nor the adoption by the governing boards of the Parties commits any Party to any financial obligation.

3.9 Severability: The provisions of this MOU are severable, and the invalidity, illegality or unenforceability of any provision of this MOU will not affect the validity or enforceability of any other provisions. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this MOU.

3.10 Amendments: This MOU may be amended or modified only by written mutual consent of all Parties that are members of the RWMG at the time of the amendment or modification. No waiver of any term or condition of this MOU or any Party will be a continuing waiver.

3.11 Supersession: This MOU supersedes and replaces the 2008 MOU and the 2012 MOU, both of which are of no further force or effect.

3.12 Notice:

3.12.1 Any correspondence, communication or contact concerning this MOU must be directed to the Parties at the name and address listed in Exhibit C. The Parties agree to timely inform the Chair of the Leadership Committee of any changes needed in the name or address of their respective representatives. After such a change is made pursuant to the Operating Guidelines, the Chair will provide all Parties with an updated copy of Exhibit C. The Chair shall ensure that a current version of Exhibit C is posted to the RWMG's website.

3.12.2 Notice will be deemed as given upon personal delivery, receipt of e-mail, receipt of fax confirmation, or five days after deposit in U.S. Mail, first-class postage, prepaid, and addressed as set forth above.

The Parties are signing this Memorandum of Understanding as of the dates opposite their respective signatures.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures.

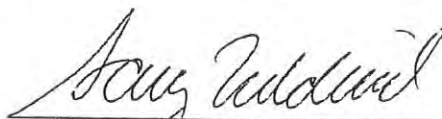
Leadership Committee:

**LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,**
a body corporate and politic

Date:

11/11/16

By:



GAIL FARBER
Chief Engineer
Chair

ATTEST:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Erik Leonard / by Gail
Deputy

Lower San Gabriel and Lower Los Angeles
Rivers Sub-Regional Steering Committee:

**LOS ANGELES GATEWAY INTEGRATED
REGIONAL WATER MANAGEMENT
JOINT POWERS AUTHORITY**

Date:

Oct 8, 15

By:



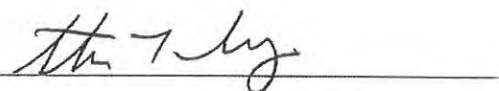
CHRISTOPHER CASH
Chair

ATTEST:



APPROVED AS TO FORM:

By:




IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures

RIVERS AND MOUNTAINS
CONSERVANCY
A body corporate and politic

Dated: _____

7/27/16

By: _____


Mark Stanley
Executive Officer

Lower San Gabriel and Lower Los Angeles
River Sub-Regional Steering Committee:

**WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA**

Date:

11/19/15

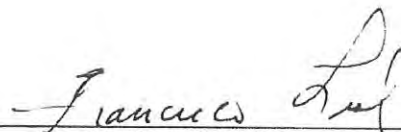
By:



ROBB WHITAKER
General Manager

APPROVED AS TO FORM:

By:



H. FRANCISCO LEAL
Attorney

North Santa Monica Bay Sub-Regional
Steering Committee:

**LAS VIRGENES MUNICIPAL WATER
DISTRICT**

Date: 10/27/15 By: David W. Pedersen
DAVID W. PEDERSEN
General Manager

ATTEST:


Charles Caspary
CHARLES CASPARY
Secretary

APPROVED AS TO FORM:


By: Wayne K. Lemieux
WAYNE K. LEMIEUX
Attorney

North Santa Monica Bay Sub-Regional
Steering Committee:

CITY OF MALIBU

Date: 2/3/16 By: 
JIM THORSEN
City Manager

ATTEST:


LISA POPE
City Clerk

APPROVED AS TO FORM:

By: 
CHRISTI HUGIN
City Attorney

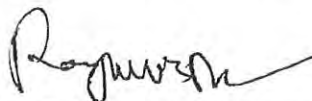
North Santa Monica Bay Sub-Regional
Steering Committee:

CITY OF WESTLAKE VILLAGE

Date:

7/27/16

By:



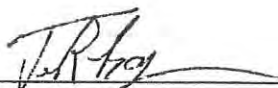
RAYMOND B. TAYLOR
City Manager

ATTEST:




APPROVED AS TO FORM:

By:

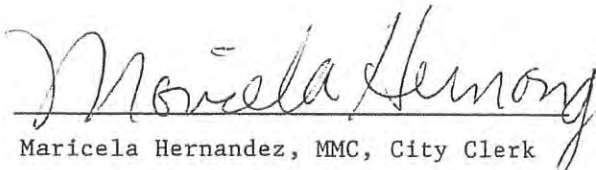


North Santa Monica Bay Sub-Regional
Steering Committee:

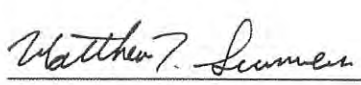
CITY OF CALABASAS

Date: 12/6/15 By: 
~~PPA~~ ANTHONY COROLLES
City Manager

ATTEST:



Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

By:  Assistant
City Attorney
Scott Howard, City Attorney

South Bay Sub-Regional Steering
Committee:

**WEST BASIN MUNICIPAL WATER
DISTRICT**

Date: 11/28/16 By: 
RICHARD NAGEL
General Manager

ATTEST:

APPROVED AS TO FORM:

By: 
FOR STEVEN O'NEILL
Counsel

South Bay Sub-Regional Steering
Committee:

CITY OF TORRANCE

Date:

3/28/16

By:

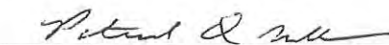


ROBERT J. BESTE
Director of Public Works

ATTEST:

APPROVED AS TO FORM:

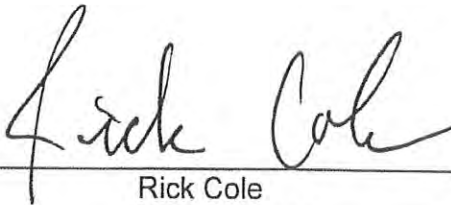
By:



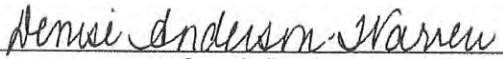
JOHN L. FELLOWS III
City Attorney

South Bay Sub-Regional Steering
Committee:
CITY OF SANTA MONICA

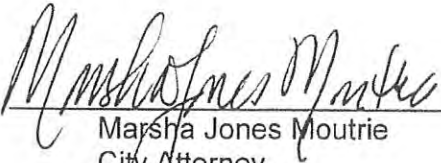
Date: 12/28/15

By: 
Rick Cole
City Manager

ATTEST:


per Sarah P. Gorman
City Clerk


APPROVED AS TO FORM:

By: 
Marsha Jones Moutrie
City Attorney

Upper Los Angeles River Sub-Regional
Steering Committee:

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

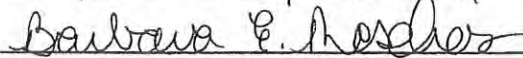
By:


MARCIE L. EDWARDS
General Manager

Date:


February 17, 2016

And:


BARBARA E. MOSCHOS
Secretary

AUTHORIZED BY RES. 016 175

FEB 02 2016

APPROVED BY
DEC 23 2015
BY 
DEPUTY

Upper Los Angeles River Sub-Regional
Steering Committee:

COUNCIL FOR WATERSHED HEALTH

Date:

4/6/16

By:



WENDY RAMALLO
Executive Director

Upper San Gabriel River and Rio Hondo
River Regional Steering Committee:

**MAIN SAN GABRIEL BASIN
WATERMASTER**

Date: 2-3-16

By: 

ANTHONY C. ZAMPIELLO
Executive Officer

Upper San Gabriel River and Rio Hondo
River Sub-Regional Steering Committee:

**SAN GABRIEL BASIN WATER QUALITY
AUTHORITY**

Date:

11/19/15

By:



KENNETH R. MANNING
Executive Officer

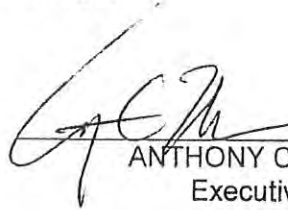
Water Management Area
Groundwater Representative:

**RAYMOND BASIN MANAGEMENT
BOARD**

Dated:

1-20-16

By:



ANTHONY C. ZAMPIELLO
Executive Officer

IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures

SANTA MONICA BAY
RESTORATION COMMISSION

Dated: _____

2-18-16

By: _____



Tom Ford
Executive Officer

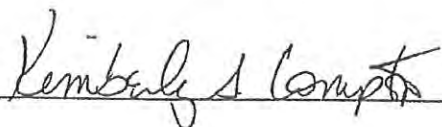
Water Management Area Sanitation
Representative:

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

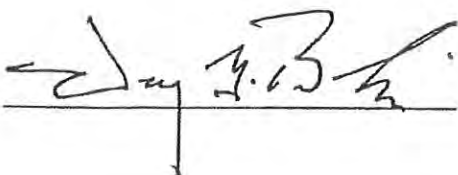
Dated: NOV 16 2015

By: 

ATTEST:




APPROVED AS TO FORM:

By: 


Water Management Area Sanitation
Representative:

**CITY OF LOS ANGELES
BUREAU OF SANITATION**

Dated: 8/17/16 By: 
ENRIQUE C. ZALDIVAR, Director

ATTEST:

Holly L. Wolcott, City Clerk

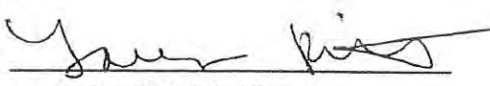

Deputy City Clerk



Dated: 8-23-16
C-128045

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

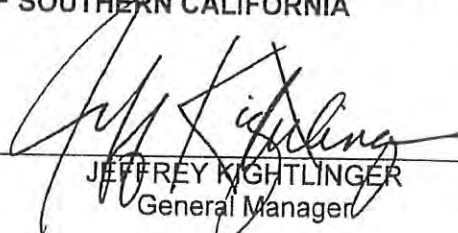
By: 
LAURIE RITTENBERG
Assistant City Attorney

Dated: 8-10-16

Water Management Area
Surface Water Representative:

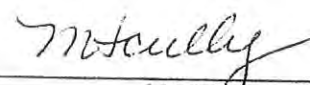
**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Dated: 11-19-2015 By:


JEFFREY KIGHTLINGER
General Manager

APPROVED AS TO FORM:

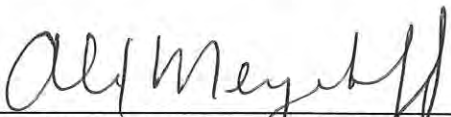
Dated: 11-19-2015 By:


MARCIA L. SCULLY
General Counsel


IN WITNESS WHEREOF, the PARTIES have executed this Memorandum of Understanding as of the dates opposite their respective signatures

CITY OF SAN FERNANDO

Dated: 9.18.18

By: 
ALEXANDER P. MEYERHOFF
City Manager

ATTEST:


ELENA CHAVEZ, City Clerk

APPROVED AS TO FORM:


By 
RICHARD PADILLA
Asst City Attorney

Exhibit A

Greater Los Angeles County IRWMP Region and its Five Sub-Regions

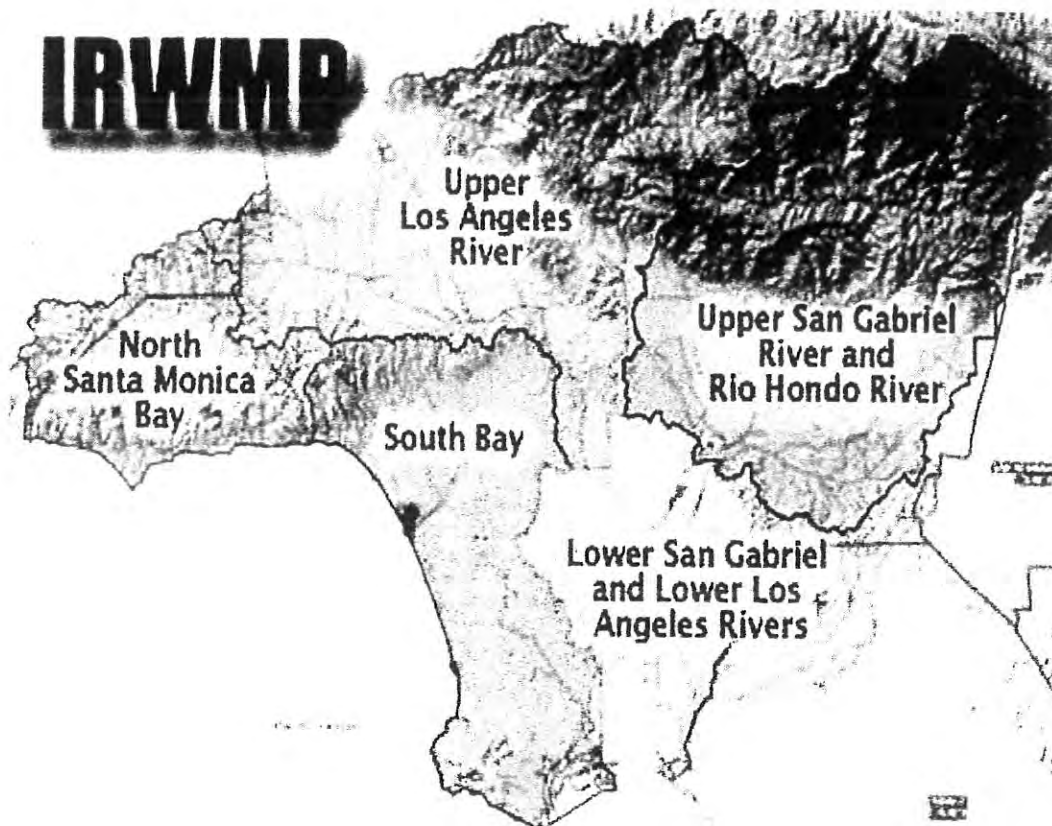


Exhibit B

**Guidelines for the Operation of the
Regional Water Management Group and Steering Committees of the
Greater Los Angeles County Region
Integrated Regional Water Management Plan
October 2015**

**Guidelines for the Operation of the
Regional Water Management Group and Steering Committees of the
Greater Los Angeles County Region
Integrated Regional Water Management Plan
October 2015**

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I. Introduction

a. The intent of the Greater Los Angeles County (**GLAC**) Region (**Region**) Integrated Regional Water Management (**IRWM**) program is to encourage integrated regional strategies for the management of water resources, and to provide funding, through competitive grants, for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

b. The IRWM's Regional Water Management Group (**RWMG**) is composed of the parties (**Parties**) to the Memorandum of Understanding for Integrated Regional Water Management Planning and Implementation for the Greater Los Angeles County Region (**MOU**). Among the goals of the RWMG is the development of an IRWM Plan (**IRWMP**) and solicitation of funding for implementation of that IRWMP.

c. The decision-making structure for the RWMG consists of a region-wide decision-making body known as the **Leadership Committee**, and five geographically-based sub-regional **Steering Committees**.

d. Each Steering Committee consists of representatives from each sub-region's local agencies and organizations involved in water management and related topics. The five sub-regions are: North Santa Monica Bay, South Bay, Upper Los Angeles River, Upper San Gabriel River and Rio Hondo River, and Lower San Gabriel and Lower Los Angeles Rivers, as shown on Attachment A.

e. The Leadership Committee consists of 16 regular members and their alternates, as follows:

1. The Los Angeles County Flood Control District, which will sit as the Chair of the Leadership Committee,

2. The Chair and Vice-Chair of each Steering Committee and their alternates; and

3. Five **Water Management Area** representatives, one for each Water Management Area, and their alternates.

f. The five Water Management Areas are:

1. Surface Water,
2. Groundwater,
3. Sanitation,
4. Stormwater, and
5. Open Space.

II. Sub-Regional Steering Committees

Each of the five sub-regions of the Region's IRWM planning area will be guided by a Steering Committee consisting of representatives of local agencies or organizations involved in local water management and related topics. To the extent feasible, the formation and composition of each Steering Committee will be consistent with the following:

a. Formation

1. Each member entity should have experience with at least one of the following Water Management Areas: groundwater, surface water, storm water, sanitation, and open space.
2. Each Steering Committee should strive to include at least one city and at least one member entity with experience in each Water Management Area.
3. Entities wishing to join a Steering Committee must submit a written request to the Steering Committee Chair. The written request will be presented to the Steering Committee for deliberation and a vote. A majority vote of the Steering Committee is required to add an entity to the Steering Committee.
4. Each member entity will designate a primary and secondary representative to represent it on the Steering Committee. Each representative will serve at the pleasure of the appointing member entity.
5. It is desirable, but not required, that the primary and secondary representative designated by each member entity should be representative of that entity's executive level.
6. Each Steering Committee member shall have one vote. The presence of a simple majority of the Steering Committee members at any meeting of the Steering Committee constitutes a quorum for the purposes of conducting business. The affirmative vote of a majority of those Steering Committee members present and voting is required for all decisions and recommendations of the Steering Committee.
7. The members of each Steering Committee will elect from among themselves a Chair of the Steering Committee. The Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering Committee Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.
8. The members of each Steering Committee will elect from among themselves a Vice-Chair to preside over meetings of the Steering Committee in the absence of the Chair. The Vice-Chair will serve at the pleasure of the Steering Committee and will serve on the Leadership Committee. The term of each Steering

Committee Vice-Chair will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

9. Each Steering Committee may select up to two member entities to serve as alternates to the Chair or Vice-Chair on the Leadership Committee with voting rights only in the absence of the Chair or Vice-Chair. Each alternate may vote in place of only one absent regular member (i.e. if the Chair and Vice-Chair are both absent from a Leadership Committee meeting, each alternate may vote on behalf of only one of those regular members). If two alternates are selected, the Steering Committee shall designate one as the first alternate and one as the second alternate for purposes of determining voting priority. The selection process for the alternates will be established by each Steering Committee.

10. Any member entity holding the position of the Chair, Vice-Chair, or alternates must become a signatory to the MOU within 90 days after being elected to the position of Chair, Vice-Chair, or alternate, if they have not already done so. If a member entity fails to become a signatory within 90 days, then the Steering Committee may elect a new member to assume the position of Chair, Vice-Chair, or if applicable, alternate.

11. Each Steering Committee will nominate one representative for each Water Management Area, without geographic consideration, for consideration to serve on the Leadership Committee. The term of each Water Management Area representative will be reviewed every 3 years on a staggered basis, as illustrated in the table below.

12. Each Steering Committee may establish a membership size limitation.

13. A Steering Committee may request a member entity replace its representative for failure to participate.

14. Steering Committees may adopt additional rules for their formation and participation, but those rules must not conflict with these Guidelines for the Operation of the Regional Water Management Group and Steering Committees for the Greater Los Angeles County Region Integrated Regional Water Management Plan (**Operating Guidelines**).

b. **Roles and Responsibilities.** The Steering Committees will have the following roles and responsibilities:

1. Represent the interests of the sub-region.

2. Meet monthly or as required to accomplish their purpose in developing the IRWMP, evaluating proposed projects and conducting necessary business. The Steering Committee Chair may call meetings as needed.

3. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, implementation and administration of the IRWMP and/or other areas of business. Subcommittees will be subject to the oversight of the Steering Committee and no recommendation or finding of a subcommittee will be binding upon the Steering Committee. Subcommittee size and composition will be determined by the Steering Committee, and subcommittee members may be selected from any representative of any Steering Committee member entity or organization, or any appropriate stakeholder.

4. Identify reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources, including local, state and federal funding, and consider pursuing funds from these sources. Steering Committee members will also lend individual support to efforts to apply for and procure such funds, to the extent that each entity is able. Steering Committee members may also choose to contribute funds to support any and all phases of the work to be performed for development and implementation of the IRWMP.

5. Prepare periodic reports to its member agencies, organizations and stakeholders describing the progress toward targets and objectives of the IRWMP.

6. Share to the extent not otherwise prohibited by law, privilege, or previous lawful agreement, all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the entities shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Steering Committee.

7. Adopt fiscal procedures as necessary to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. To the extent feasible, make all meetings of each Steering Committee open to the public and post meeting notices on a designated website.

9. Provide outreach to local entities and communities to ensure adequate input from all stakeholders.

10. Maintain a sub-regional project list and ensure that the Leadership Committee's master list of projects is current.

11. Maintain a list of sub-regional goals and priorities as appropriate.

12. Identify and sponsor sub-regional planning studies as needed.

13. Work with the Leadership Committee to update and implement the IRWMP as required.

14. Participate in the Leadership Committee.

III. Leadership Committee

a. Formation

1. The Leadership Committee will consist of the Los Angeles County Flood Control District, the Chairs and Vice-Chairs of each of the five Steering Committees, and five additional members representing each of five Water Management Areas. Each of these sixteen members will have one vote on the Leadership Committee. Alternate members may vote in place of their regular member only in the event that their regular member is absent during a vote.

2. According to the schedule below, each Steering Committee will nominate a member entity to fill each of the five Water Management Area positions on the Leadership Committee. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee.

3. The Steering Committee Chairs and Vice-Chairs and the Chair of the Leadership Committee may also select another member entity to serve as an alternate to each Water Management Area member with voting rights only in the absence of the regular Water Management Area member. Alternates must be selected from among the nominations submitted by each Steering Committee.

4. Any member entity holding a Water Management Area position must become a signatory to the MOU within 90 days after being elected to that position, if they have not already done so. If a member entity fails to become a signatory within 90 days, then that entity's position may be filled using the procedures described in Section III.a.2-3 above.

5. Each member entity holding a Water Management Area position will designate a primary and secondary representative to represent it on the Leadership Committee. In the event that a representative is unable to continue serve during its term, then the designating Party will select a replacement to fulfill the remainder of the term. All representatives must be approved by the Leadership Committee and must meet the minimum qualifications for Water Management Area Representatives set forth in Attachment B.

6. The Los Angeles County Flood Control District will serve as Chair of the Leadership Committee, at the pleasure of the Leadership Committee, and

will be represented by the Chief Engineer of the Los Angeles County Flood Control District or his/her designee.

7. In addition to any additional reviews deemed necessary by the Leadership and/or Steering Committees, all Leadership Committee member terms will be reviewed every 3 years on a staggered basis as follows: Each sub-region will review the Chair and Vice-Chair Steering Committee positions for its sub-region every 3 years as illustrated in the table below. The Chair of the Leadership Committee and Chairs and Vice-Chairs of the Steering Committees will review the Water Management Area positions every 3 years as illustrated in the table below. If possible, the entity selected to represent each Water Management Area should be selected from a different sub-region every 3 years. Each Steering Committee will nominate a representative to fill the Water Management Area position. These nominations will be reviewed by and subject to a majority vote of Steering Committee Chairs and Vice-Chairs, and the Leadership Committee Chair for consideration and appointment. Leadership Committee members may serve consecutive terms.

Position	Year									
	14	15	16	17	18	19	20	21	22	23
Chair		x			x			x		etc
Vice-Chair	x			x			x			etc
WMA										
Surface Water			x			x			x	etc
Sanitation			x			x			x	etc
Groundwater			x			x			x	etc
Stormwater			x			x			x	etc
Open Space			x			x			x	etc

8. Each entity serving as a member of the Leadership Committee must become a signatory to the MOU. Any Leadership Committee member that withdraws from the Leadership Committee in writing or consistently fails to participate (as deemed by majority vote of the Leadership Committee) effectively withdraws its agency from the Leadership Committee and the MOU. The withdrawn member will be replaced on the Leadership Committee through the processes described in these Operating Guidelines.

9. The presence of a simple majority of the Leadership Committee members at any meeting of the Leadership Committee will constitute a quorum for the purposes of conducting business. The affirmative vote of a majority of those Leadership Committee members present and voting is required for all decisions and recommendations of the Leadership Committee.

10. No member entity may serve on the Leadership Committee in more than one position.

b. **Roles and Responsibilities.** The Leadership Committee will have the following roles and responsibilities:

1. Meet monthly or as required to accomplish its purpose in developing the IRWMP and conduct necessary business. The Leadership Committee Chair may call meetings as needed.
2. Establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the development, administration, and implementation of the IRWMP. The subcommittees will be subject to the oversight of the Leadership Committee, and no recommendation or finding of a subcommittee will be binding upon the Leadership Committee. Subcommittee size and composition will be determined by the Leadership Committee, and subcommittee members may be selected from any representative of the various Steering Committee entities or any appropriate stakeholder.
3. Identify and pursue funding as needed for the development and administration of the IRWMP. The Leadership Committee will be responsible for determining the amount of contributions necessary for administration of the IRWMP. Leadership Committee representatives will communicate to their respective Steering Committees the amount of funding needed and will pursue commitments for contributions from Steering Committee members and other stakeholders.
4. Identify and pursue reliable and long-term funding for the implementation of the IRWMP and the projects described in the IRWMP from sources including local, state and federal.
5. Prepare periodic reports for the Steering Committees and stakeholders describing the progress of the development, administration and implementation of the IRWMP.
6. Share (to the extent not otherwise prohibited by law, privilege, or previous lawful agreement) all information required to develop, prepare, implement and administer and submit documents for the IRWMP, including monitoring data, Computer Assisted Drawing and Design and Geographic Information Systems or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the Parties shall be provided "as is" and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development, implementation and administration of the IRWMP, and not to authorize use of this data for tasks unrelated to the IRWMP, unless deemed appropriate by the Leadership Committee.
7. Adopt, as necessary, fiscal procedures to administer funds that may be received for purposes of development, administration and/or implementation of the IRWMP.

8. Establish a project evaluation framework that is consistent across the Region for the purpose of quantifying project benefits to allow for the categorization and prioritization of proposed projects based on the Water Management Areas and consistency with the IRWMP.

9. Facilitate the adoption of the IRWMP by those entities within the Region with responsibility for one or more Water Management Areas.

10. To the extent feasible, make all meetings of the Leadership Committee open to the public and post meeting notices on a designated website.

11. Provide regional oversight to the Greater Los Angeles County Region IRWMP.

12. Track regional progress towards the Greater Los Angeles County Region IRWMP targets achieved through IRWM funded projects.

13. Act as liaison between the State of California (State) and the Steering Committees.

14. Represent the Region's needs to the State.

15. Provide a balance for sub-regional interests.

16. Provide regional outreach related to the Greater Los Angeles County Region IRWMP.

17. Periodically update the Greater Los Angeles County Region IRWMP.

IV. Guidelines for Transparency. The following guidelines have been established to enable participation in the planning effort by all stakeholders and to ensure transparency in decision-making by the Leadership Committee:

a. The Leadership Committee will prepare and circulate agendas in advance of its meetings. The Steering Committees will have an opportunity to discuss those agendas prior to the Leadership Committee meetings when possible.

b. Minutes from Leadership Committee meetings will be posted on the website and distributed to stakeholders with key action items such that subsequent interested parties can review and understand the recommendations and actions.

V. Guidelines for Funding Contributions

a. The Leadership Committee will determine the budget for ongoing IRWMP operations (funding target). Such operations include but are not limited to consultant support, administrative expenses, special studies, direct costs, etc.

b. The budget shall be determined for multiple years so as to provide participating entities planning information for their own budgetary purposes.

c. All Steering Committees are expected to contribute equitably to the funding target. The Chair and Vice-Chair of each Steering Committee will be responsible for outreach to Steering Committee members and stakeholders in order to obtain the necessary contributions.

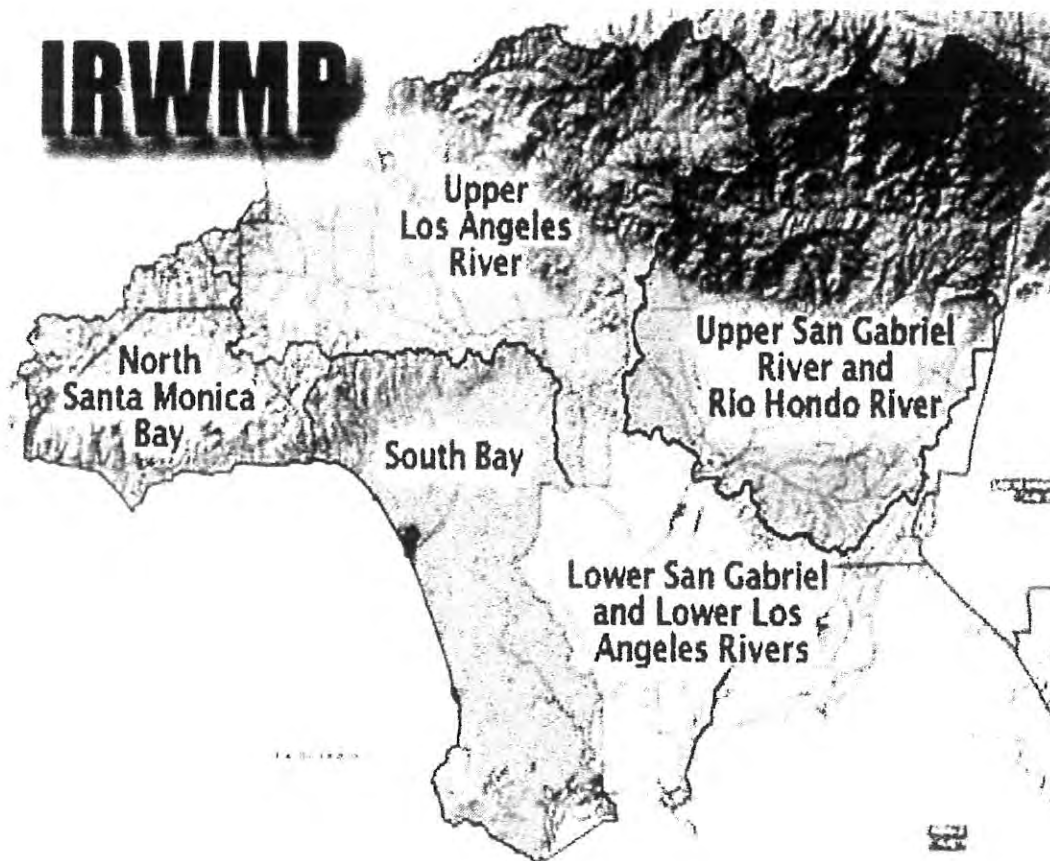
d. All Leadership Committee and Steering Committee members will be expected to contribute towards the funding target established by the Leadership Committee based on their ability to pay. Leadership Committee and Steering Committee members are also expected to assist in outreaching to local entities for funding contributions.

e. If extenuating circumstances prevent a Steering Committee from raising its portion of the funding target, the Chair and Vice Chair of the Steering Committee may appeal in writing to the Leadership Committee for an exception to the funding target, explaining their extenuating circumstances.

f. The Leadership Committee and Steering Committees will seek planning grants and other sources of funding as available to offset the amount of Steering Committee member contributions or contributions from other entities.

Attachment A

Map of the GLAC Region's IRWM Planning Area and its Five Sub-Regions



Attachment B

Water Management Area Representative Minimum Qualifications

Greater Los Angeles County Integrated Regional Water Management Region Water Management Area (WMA) Representation Minimum Requirements		
WMA	Minimum Years Of Experience	Description
Groundwater	Five +	<ul style="list-style-type: none"> • Experience in one of the following groundwater areas: remediation, supply, management and/or storage. • Educational background or equivalent work experience in engineering, natural sciences, land use management, conservation, or other water resource-related field. • Must not have competing or conflicting groundwater interests within or outside of the Greater L.A. Region.
Open Space	Five +	<ul style="list-style-type: none"> • Experience with habitat, open space and/or recreational issues at a regional level (i.e. across municipal jurisdictions and watershed boundaries). • Educational background or equivalent work experience in natural sciences, land use management, conservation, or other water resource-related field. • Familiar with the agencies and organizations involved in habitat/open space issues in the LA Region who are likely to be project proponents, land owners or permittees of projects.
Sanitation	Five +	<ul style="list-style-type: none"> • Experience in local or regional agency that provides wastewater collection, treatment, recycling and/or disposal services. • Education background and work experience in science, engineering, waste management or related fields.
Stormwater	Five +	<ul style="list-style-type: none"> • Experience in overseeing/managing stormwater pollution abatement projects and knowledge in stormwater programs in multi-watersheds as defined in the Greater Los Angeles Region IRWMP. • Educational background or work experience in engineering, environmental science, biology, chemistry, toxicology, microbiology, urban planning or closely related field. • Sound knowledge of NPDES Stormwater Permit and TMDL issues as related to the region. • Experience in taking a major role in regional NPDES stormwater permit and TMDL compliance efforts involving multiple jurisdictions. • Ability to provide a regional perspective on stormwater and water quality issues.

Greater Los Angeles County Integrated Regional Water Management Region Water Management Area (WMA) Representation Minimum Requirements		
Surface Water	Five +	<ul style="list-style-type: none"> • Expertise in the planning, design and construction, financing, and operations of water works facilities which includes storage reservoirs, transmission and distribution systems, pumping plants, water treatment, water conservation, and system optimization particularly as it effects power usage. • Educational background or work experience in engineering, urban planning, environmental studies or related fields. • Sound knowledge of existing and emerging regulations, as well as environmental matters and familiarity with California water law and regulations. • Knowledgeable of the roles of federal, state and local governmental agencies involved in either the regulation of or the operation of water supply facilities, as well as familiarity with key nongovernmental agencies that influence the operations of water systems. • Experience in the acquisition of water rights.
General Minimum Qualifications for all WMA Representatives <ul style="list-style-type: none"> • Familiar with the Region's IRWMP, its decision making structure, the committee members, goals and targets, and specific issues, challenges and potential solutions related to the specific WMA on a regional scale. • Must be able to represent regional interests in the Greater Los Angeles County Region. • Must be able to attend and participate in Leadership Committee meetings. 		

Exhibit C
Parties to the MOU and Current Party Representatives
(Effective XX/XX/2015)

CHAIR OF LEADERSHIP COMMITTEE

Los Angeles County Flood Control District
Ms. Gail Farber
900 South Fremont
Alhambra, CA 91803

SUB-REGIONAL STEERING COMMITTEES

Lower San Gabriel and Lower Los Angeles Rivers

Chair	Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Mr. Christopher Cash 16401 Paramount Blvd. Paramount, CA 90723
Vice Chair	Rivers and Mountains Conservancy Mr. Mark Stanley 100 North Old San Gabriel Canyon Road Azusa, CA 91702

North Santa Monica Bay

Chair	Las Virgenes Municipal Water District Mr. David W. Pedersen 4232 Las Virgenes Road Calabasas, CA 91302
Vice Chair	City of Malibu Ms. Barbara Cameron 23825 Stuart Ranch Road Malibu, CA 90265

South Bay

Chair	West Basin Municipal Water District Mr. Richard Nagel 17140 South Avalon Boulevard, Suite 210 Carson CA 90746
Vice Chair	City of Torrance Mr. Rob Beste 20500 Madrona Avenue Torrance, CA 90503

Upper Los Angeles River

Chair	City of Los Angeles Department of Water and Power Mr. Dave Pettijohn 111 North Hope Street, Room 1460 Los Angeles, CA 90012
Vice Chair	Council for Watershed Health Ms. Belinda Faustinos 700 North Alameda Street Los Angeles, CA 90012

Upper San Gabriel River and Rio Hondo River

Chair	Main San Gabriel Basin Watermaster Ms. Kelly Gardner 725 North Azusa Avenue Azusa, CA 91702
Vice Chair	San Gabriel Basin Water Quality Authority Mr. Randy Schoellerman 1720 West Cameron Avenue, Suite 100 West Covina, CA 91790

WATER MANAGEMENT AREA REPRESENTATIVES

Groundwater	Raymond Basin Management Board Mr. Tony Zampielo 725 North Azusa Avenue Azusa, CA 91702
Open Space	Santa Monica Bay Restoration Commission Mr. Tom Ford 320 West 4th Street, Suite 200 Los Angeles, CA 90013
Sanitation	County Sanitation District No. 2 of Los Angeles County Ms. Grace Robinson Hyde 1955 Workman Mill Road Whittier, CA 90601
Stormwater	City of Los Angeles, Bureau of Sanitation Mr. Shahram Kharaghani 2714 Media Center Drive Los Angeles, CA 90065
Surface Water	The Metropolitan Water District of Southern California Mr. Jeffrey Kightlinger 700 North Alameda Street Los Angeles, CA 90012

ALTERNATES

Leadership Committee

Alternate to Chair

Los Angeles County Flood Control District
Gary Hildebrand

Lower San Gabriel and Lower Los Angeles RiversFirst Alternate to Lower San
Gabriel and Los Angeles Rivers
ChairLos Angeles Gateway Region Integrated Regional Water
Management Joint Powers Authority
Ms. Grace Kast
16401 Paramount Blvd.
Paramount, CA 90723Second Alternate to Lower San
Gabriel And Los Angeles Rivers
ChairWater Replenishment District of Southern California
Ms. Esther Rojas
4040 Paramount Blvd.
Lakewood, CA 90712Alternate to Rivers and
Mountains Conservancy
Lower San Gabriel and Los
Angeles Rivers Vice-ChairRivers and Mountains Conservancy
Ms. Marybeth Vergara
100 North Old San Gabriel Canyon Road
Azusa, CA 91702

North Santa Monica BayFirst Alternate to North Santa
Monica Bay Steering CommitteeCity of Westlake Village
Mr. Joe Bellomo
31200 Oak Crest Drive
Westlake Village, CA 91361Second Alternate to North Santa
Monica Bay Steering CommitteeCity of Calabasas
Mr. Alex Farassati
100 Civic Center Way
Calabasas, CA 91302

South BayAlternate to West Basin Municipal
Water District
South Bay ChairWest Basin Municipal Water District
Ms. Leighanne Kirk
17140 South Avalon Boulevard, Suite 210
Carson CA 90746Alternate to City of Torrance
South Bay Vice-ChairCity of Santa Monica
Mr. Neal Shapiro
1685 Main Street
Santa Monica, CA 90401

Upper Los Angeles River

Alternate to City of Los Angeles
Department of Water and Power
Upper Los Angeles River Chair

City of Los Angeles Department of Water and Power
Mr. Andy Niknafs
111 North Hope Street, Room 1460
Los Angeles, CA 90012

Alternate to Council for
Watershed Health
Upper Los Angeles River Vice-
Chair

Council for Watershed Health
Mr. Chris Solek
700 North Alameda Street
Los Angeles, CA 90012

Open Space

Alternate to Santa Monica Bay
Restoration Commission
Open Space Chair

Santa Monica Bay Restoration Commission
Mr. Guangyu Wong
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Sanitation

Alternate to Sanitation Districts of
Los Angeles County
Sanitation Chair

Sanitation Districts of Los Angeles County of Los Angeles
Ms. Sharon Green
1955 Workman Mill Road
Whittier, CA 90601

Stormwater

Alternate to City of Los Angeles
Bureau of Sanitation Chair

City of Los Angeles Bureau of Sanitation
Mr. Wing Tam
2714 Media Center Drive
Los Angeles, CA 90065

Surface Water

Alternate to Metropolitan Water
District
of Southern California
Surface Water Chair

Metropolitan Water District Of Southern California
Ms. Grace Chan
700 North Alameda Street
Los Angeles, CA 90001

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works

Date: November 18, 2019

Subject: Consideration to Adopt Proposed Water and Sewer Rate Increases

RECOMMENDATION:

It is recommended that the City Council:

- a. Open the Proposition 218 (Prop 218) Public Hearing;
- b. Provide comments and questions;
- c. Receive public comment pursuant to Proposition 218 requirements;
- d. Close the Public Hearing;
- e. Announce the official number of written protests received on proposed water and sewer rate increase;
- f. Adopt Resolution No. 7963 (Attachment "A") establishing new Water Rates if the number of valid protests votes is below 50% of the number of property owners or customers authorized to vote; and
- g. Adopt Resolution No. 7964 (Attachment "B") establishing new Sewer Rates if the number of valid protests votes is below 50% of the number of property owners or customers authorized to vote.

BACKGROUND:

1. On June 3, 2019, the City Council approved the creation of an Ad Hoc Committee to review the Water & Sewer Utility Rate Study (Study) conducted by a consultant firm, Lechowicz & Tseng.

Consideration to Adopt Proposed Water and Sewer Rate IncreasesPage 2 of 5

2. On June 26, 2019 and August 27, 2019, the Ad Hoc Committee met with the consultant and staff to review the Study, provide feedback and finalize the Ad Hoc Committee's recommendation for proposed water and sewer rate adjustments.
3. On September 16, 2019, Lechowicz & Tseng gave presentation to the City Council on the water and sewer rate study and presented Ad Hoc Committee's recommendations.
4. On September 16, 2019, the City Council approved the Phase One Water Rate Plan and the Phase One Sewer Rate Plan, which were recommended by the Ad Hoc Committee and authorized the City Manager to direct Lechowicz & Tseng to commence the Prop 218 process.
5. On October 1, 2019, the Water and Sewer Rate Prop 218 Notice (Attachment "C") was mailed out to 6,675 addresses made up of both property owners and ratepayers.
6. On Thursday, November 7, 2019, a Notice of Public Hearing on water and sewer rate adjustments was published in the San Fernando Valley Sun.

ANALYSIS:

In early 2017, the City became concerned about the possibility that the Water and Sewer Enterprise Funds could be facing a deficit in the near future if revenues did not increase to cover the cost of steadily rising labor, utilities, and the operation and maintenance costs for the City's water and sewer systems. Due to this concern, on August 7, 2017, the City Council awarded a contract to Lechowicz & Tseng Municipal Consultants (consultant) to conduct a water and sewer utility rate study. The last water and sewer rate study was conducted in 2011 with the most recent water rate increase taking place in July 2016 and most recent sewer rate increase being in July 2014.

During the initial stage of preparing the study, the Consultant met with staff numerous times to discuss the City's five-year water and sewer Capital Improvement Plan and to obtain information related to the financial health of the City's Water and Sewer Enterprise Funds and current water and sewer utility rates. Based on the information obtained through meeting with staff, the consultant developed a draft study that included potential water and sewer rate options. A City Council Ad Hoc committee (Vice Mayor Ballin and former Councilmember Lopez) was created to review the draft study. On June 26, 2019 and August 27, 2019, the Ad Hoc Committee met with the consultant and staff to review the study, provide feedback and finalize the Ad Hoc Committee's recommendation for proposed water and sewer rate adjustments.

On September 16, 2019, the City Council received a presentation with the results of the Water and Sewer Utility Rate Study conducted by Lechowicz & Tseng. The goal of the study was to determine water and sewer rate adjustments that are sufficient to pay for the ongoing operation, maintenance, and capital improvement costs for the City's water and sewer infrastructure.

Consideration to Adopt Proposed Water and Sewer Rate Increases

Page 3 of 5

Consideration was also given to assist lower income ratepayers to ensure increased rates would not be unduly burdensome on individuals receiving water and sewer services.

Based on the results from the study, a rate increase to both water and sewer services is necessary so that the City can continue to properly maintain and repair its water and sewer infrastructure and ensure that the Water and Sewer Enterprise Funds for these utilities remain solvent in the face of rising cost of water and wastewater treatment, water testing requirements, and the costs associated with continually upgrading the City's water and sewer infrastructure.

In order to implement rate adjustments that have been identified as necessary for ongoing water and sewer system operations, the City is required to follow Prop 218 majority protest proceedings.

Adopted in November 1996, Prop 218 (Article XIII C and D of the California Constitution) requires specific procedures be followed with regard to "property-related" fee increases, including providing mailed notice of any property-related proposed fee changes at least 45 days before holding a public hearing where the City Council will adopt or reject the changes.

Recommended Water and Sewer Rate Plans.

Phase One Water Rate Plan:

The Phase One Water Rate Plan is based on generating sufficient revenue annually to cover the cost of basic ongoing maintenance and repair of the City's water infrastructure and the implementation of a \$9 million Capital Improvement Plan (CIP) that focuses strictly on water main replacement. Phase One rate increases will be implemented over a five-year period with an initial adjustment to all rate categories and an annual rate increase of eight percent.

PHASE 1 Five Year Water Rate Plan City of San Fernando

	Current	2019/20	2020/21	2021/22	2022/23	2023/24
BI-MONTHLY FIXED CHARGES						
<u>Meter Size</u>						
5/8" and 3/4"	\$37.37	\$41.11	\$44.41	\$47.96	\$51.80	\$55.94
1"	\$63.93	\$83.53	\$90.24	\$97.45	\$105.25	\$113.66
1-1/2"	\$108.20	\$154.23	\$166.61	\$179.92	\$194.32	\$209.86
2"	\$161.32	\$239.07	\$258.26	\$278.89	\$301.21	\$325.30
3"	\$302.99	\$465.31	\$502.66	\$542.81	\$586.25	\$633.14
4"	\$462.37	\$719.83	\$777.61	\$839.72	\$906.92	\$979.46
6"	\$905.07	\$1,426.83	\$1,541.36	\$1,664.47	\$1,797.67	\$1,941.46
BI-MONTHLY COMMODITY CHARGES (rate per hcf)						
Single & Multi-Family Residential						
Tier 1: 0 - 18 hcf	\$1.31					
Tier 2: 19 - 36 hcf	\$2.67					
Tier 3: Over 36 hcf	\$3.56					
		All customer classes				
Non-Residential	\$2.38	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10

Consideration to Adopt Proposed Water and Sewer Rate Increases

Page 4 of 5

Phase One Sewer Rate Plan:

The Phase One Sewer Rate Plan is also based on generating sufficient revenue to cover the increasing cost associated with basic ongoing maintenance and repair of the sewer infrastructure and the implementation of \$1.1 million CIP that focuses only on sewer main replacement. The Sewer Rate Plan will also be implemented over a five-year period with an initial adjustment to all rate categories and an annual increase of two percent.

PHASE 1 Five Year Sewer Rate Plan City of San Fernando

Appendix 1 - 1918 Year Sewer Rate Plan City of San Fernando						
	Current	Projected				
		2019/20	2020/21	2021/22	2022/23	2023/24
BI-MONTHLY FIXED CHARGES						
<u>Customer Class</u>						
Single Family Residential	\$65.40	\$78.35	\$79.93	\$81.53	\$83.16	\$84.82
Multi-Family Residential	\$65.40	\$57.37	\$58.52	\$59.69	\$60.89	\$62.11
Group II Commercial (1)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Group III Commercial (2)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Group IV Commercial (3)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
City Property	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Industrial	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Schools (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Higher Education (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
UNIT CHARGES (rate per hcf)						
<u>Customer Class</u>						
Group II Commercial (1)	\$1.89	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Group III Commercial (2)	\$3.04	\$4.43	\$4.52	\$4.61	\$4.70	\$4.79
Group IV Commercial (3)	\$4.57	\$6.54	\$6.67	\$6.80	\$6.94	\$7.08
City Property	\$1.44	\$2.32	\$2.36	\$2.41	\$2.46	\$2.51
Industrial	\$1.44	\$2.38	\$2.43	\$2.48	\$2.53	\$2.58
Schools (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86
Higher Education (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86

BUDGET IMPACT:

The water and sewer utilities are operated as Enterprise Funds. As a result, both utilities must be self-sustaining and funded entirely from rates and fee for service charges that are separate and apart from the City's General Fund. The proposed rates and charges will provide funding adequate to maintain the City's water and sewer service and provide revenues proportionate to the cost of providing these services. Over the next five years, annual increases are proposed to account for annual inflation and cost of service increases. Revenues will increase annually proportionate to the needs to fully fund both operating and capital programs. The rates will take effect January 1, 2020.

Consideration to Adopt Proposed Water and Sewer Rate IncreasesPage 5 of 5

CONCLUSION:

It is recommended that the City Council conduct the Prop 218 Public Hearing process, vote to adopt new water and sewer rates and approve Resolution No. 7963 and Resolution No. 7964 establishing new Water and Sewer Rates, respectively.

ATTACHMENTS:

- A. Resolution No. 7963
- B. Resolution No. 7964
- C. Prop 218 Notice

ATTACHMENT "A"**RESOLUTION NO. 7963****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ESTABLISHING NEW WATER
SERVICE RATES**

WHEREAS, based on the findings of the water and sewer rate study recently completed, water rate adjustments is necessary to ensure sufficient operation of and maintenance, repairs and improvements to the City's water infrastructure; and

WHEREAS, the approved rate adjustments will help ensure the health and safety of the community while protecting the City's financial stability as well as being sensitive to the impacts on the rate payers; and

WHEREAS, San Fernando's Municipal Code authorizes the City Council to amend water service rates by resolution; and

WHEREAS, the City Council has conducted a public hearing and has considered comments and input from interested parties; and

WHEREAS, forty-five days prior to the public hearing, the proposed rates were noticed to all water customers; and

WHEREAS, the City Council deems it to be in the best public interest to establish new rates for 2020 through 2025; and

WHEREAS, Section (a) of Government Code Section 53759 allows the City to adopt the schedule of rates and inflationary adjustments for a period of up to five years; and

WHEREAS, Section (d) of Government Code Section 53759 requires notice of any adjustment pursuant to the rate schedule shall be given no less than 30 days before the effective date of the adjustment; and

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

1. FINDINGS:

- a. The foregoing recitals are true and correct; and
- b. The adjusted water rates implemented by this resolution have been fixed in an amount sufficient to pay the operating expenses of the City's water utility operations and provide for repair, improvement, and replacement of water system works and facilities; and

- c. The adjusted water rates are reasonably related to, and do not exceed, the City's cost of providing the particular utility service; and
- d. The revenues derived from the rates do not exceed the funds required to provide the water utility service and shall not be used for any general fund purpose or purpose other than the water utility enterprise; and
- e. The amount of water rates imposed on each user does not exceed the proportional cost of the user's service; and
- f. The City Council has conducted a duly noticed public hearing on the proposed rate adjustment in accordance with California Constitution Article XIII D, and the City Council did not receive a majority protest against the proposed adjustment.

2. **WATER SERVICE RATES AND CHARGES.** The City Council hereby approves and levies the rates for City water service as shown below:

Approved Water Service Rates

	Current	2019/20	2020/21	2021/22	2022/23	2023/24
BI-MONTHLY FIXED CHARGES						
<u>Meter Size</u>						
5/8" and 3/4"	\$37.37	\$41.11	\$44.41	\$47.96	\$51.80	\$55.94
1"	\$63.93	\$83.53	\$90.24	\$97.45	\$105.25	\$113.66
1-1/2"	\$108.20	\$154.23	\$166.61	\$179.92	\$194.32	\$209.86
2"	\$161.32	\$239.07	\$258.26	\$278.89	\$301.21	\$325.30
3"	\$302.99	\$465.31	\$502.66	\$542.81	\$586.25	\$633.14
4"	\$462.37	\$719.83	\$777.61	\$839.72	\$906.92	\$979.46
6"	\$905.07	\$1,426.83	\$1,541.36	\$1,664.47	\$1,797.67	\$1,941.46
BI-MONTHLY COMMODITY CHARGES (rate per hcf)						
Single & Multi-Family Residential						
Tier 1: 0 - 18 hcf	\$1.31					
Tier 2: 19 - 36 hcf	\$2.67					
Tier 3: Over 36 hcf	\$3.56					
		All customer classes				
Non-Residential	\$2.38	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10

3. **SUBSEQUENT ADJUSTMENTS.** The new billing rates will commence the first billing period after January 1, 2020. The water service rates shall be adjusted, as shown above, annually over the next four years on January 1st.
4. **SUPERSED EARLIER RATES.** This resolution shall amend and supersede the water service rates and charges of all previous resolutions.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 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 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 7964****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ESTABLISHING NEW SEWER
SERVICE RATES**

WHEREAS, based on the findings of the water and sewer rate study recently completed, a sewer rate adjustment is necessary to ensure sufficient operation of and maintenance, repairs and improvements to the City’s sewer infrastructure; and

WHEREAS, the approved rate adjustments will help ensure the health and safety of the community while protecting the City’s financial stability as well as being sensitive to the impacts on the rate payers; and

WHEREAS, San Fernando’s Municipal Code authorizes the City Council to amend sewer service rates by resolution; and

WHEREAS, the City Council has conducted a public hearing and has considered comments and input from interested parties; and

WHEREAS, forty-five days prior to the public hearing, the proposed rates were noticed to all sewer customers; and

WHEREAS, the City Council deems it to be in the best public interest to establish new rates for 2020 through 2025; and

WHEREAS, Section (a) of Government Code Section 53759 allows the City to adopt the schedule of rates and inflationary adjustments for a period of up to five years; and

WHEREAS, Section (d) of Government Code Section 53759 requires notice of any adjustment pursuant to the rate schedule shall be given no less than 30 days before the effective date of the adjustment; and

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

1. FINDINGS:

- a. The foregoing recitals are true and correct; and
- b. The adjusted sewer rates implemented by this resolution have been fixed in an amount sufficient to pay the operating expenses of the City’s sewer utility operations and provide for repair, improvement, and replacement of sewer system works and facilities; and

- c. The adjusted sewer rates are reasonably related to, and do not exceed, the City's cost of providing the particular utility service; and
- d. The revenues derived from the rates do not exceed the funds required to provide the sewer utility service and shall not be used for any general fund purpose or purpose other than the sewer utility enterprise; and
- e. The amount of sewer rates imposed on each user does not exceed the proportional cost of the user's service; and
- f. The City Council has conducted a duly noticed public hearing on the proposed rate adjustment in accordance with California Constitution Article XIII D, and the City Council did not receive a majority protest against the proposed adjustment.

2. **SEWER SERVICE RATES AND CHARGES.** The City Council hereby approves and levies the rates for City sewer service as shown below:

Approved Sewer Service Rates

	Current	2019/20	2020/21	2021/22	2022/23	2023/24
BI-MONTHLY FIXED CHARGES						
<u>Customer Class</u>						
Single Family Residential	\$65.40	\$78.35	\$79.93	\$81.53	\$83.16	\$84.82
Multi-Family Residential	\$65.40	\$57.37	\$58.52	\$59.69	\$60.89	\$62.11
Group II Commercial (1)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Group III Commercial (2)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Group IV Commercial (3)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
City Property	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Industrial	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Schools (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Higher Education (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
UNIT CHARGES (rate per hcf)						
<u>Customer Class</u>						
Group II Commercial (1)	\$1.89	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Group III Commercial (2)	\$3.04	\$4.43	\$4.52	\$4.61	\$4.70	\$4.79
Group IV Commercial (3)	\$4.57	\$6.54	\$6.67	\$6.80	\$6.94	\$7.08
City Property	\$1.44	\$2.32	\$2.36	\$2.41	\$2.46	\$2.51
Industrial	\$1.44	\$2.38	\$2.43	\$2.48	\$2.53	\$2.58
Schools (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86
Higher Education (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86

3. **SUBSEQUENT ADJUSTMENTS.** The new billing rates will commence the first billing period after January 1, 2020. The sewer service rates shall be adjusted, as shown above, annually over the next four years on January 1st.

4. **SUPERSED EARLIER RATES.** This resolution shall amend and supersede the sewer service rates and charges of all previous resolutions.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 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 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

**NOTICE OF PUBLIC HEARING ON
PROPOSED WATER AND SEWER RATE ADJUSTMENTS**

**Monday, November 18, 2019 at 6:00 pm
at San Fernando City Hall, Council Chambers, 117 Macneil Street, San Fernando**

The City of San Fernando (City) is proposing increases in water and sewer rates, effective January 1, 2020. You are receiving this notice because you are either a City utility customer or you own property receiving City utility services. The City Council will hold a public majority protest hearing on **Monday, November 18, 2019, at 6:00pm** to consider water and sewer rate changes for the next five years. The proposed water and sewer rates, which may be adopted at the public hearing, will not exceed the rates presented in this notice.

The water and sewer utilities rely entirely on rate revenues to fund the costs of providing service. The proposed water and sewer rates are based on a comprehensive cost of service study to ensure that water and sewer rates pay for the increasing operating and maintenance expenses, debt service payments, capital projects, and emergency reserves. Water and sewer operations are not funded by property tax or any other tax revenue. The City's last water rate increase was in 2017 and the last sewer rate increase was in 2014. **The proposed rate increases are necessary to maintain a healthy drinking water supply and adequate sewage treatment.**



117 Macneil Street
San Fernando, CA 91340
(818) 898-1200

**NAME
ADDRESS
CITY, STATE, ZIP**

WATER RATES

Water System

The City provides water service to over 5,000 residential and commercial accounts. San Fernando residents are fortunate to have three sources of water: (1) Local groundwater wells that draw water from the Sylmar basin; (2) Imported water from the Metropolitan Water District (MWD) emergency connection, which delivers surface water from the Joseph Jensen Plant; and (3) A connection from the City of Los Angeles distribution system that is used only in extreme emergencies. Since 2015, the City has received 100% of its water supply from local groundwater.

Why is a water rate increase needed?

The last water rate increase went into effect over 3 years ago on July 1, 2016. The proposed water rate increases are needed to pay for the cost of ongoing maintenance and water quality testing, to replace aging water mains, and to improve system reliability. Over the next five years, the water system needs about \$8.9 million in improvements. By conducting this work, the City will avoid water leaks and costly emergency repairs.

Proposed Water Rate Structure Changes

The current water rate structure is comprised of two components: 1) a Fixed Meter Charge and 2) a Commodity Charge based on metered water usage. All customers, residential and non-residential, are charged the same fixed charges based on their meter size. The Commodity Charge is billed per unit of water (\$/hcf). One hundred cubic feet (hcf) is equal to approximately 748 gallons of water. Residential customers are currently billed for water consumption according to a three-tiered structure in which higher levels of use are charged a higher rate per unit. Non-residential customers are charged as single rate for all water use.

The City is proposing to eliminate the tiered water rate structure for residential customers so that all customers are charged the same cost per unit of water. This recommendation charges all customers equally and reallocates cost more fairly among customer classes. The City is also proposing to add a program to assist low-income customers (see "Bill Assistance" below).

Proposed Water Rates

The proposed water rates are shown on the table below. The City bills on a bi-monthly (every 2 months) basis. After the initial increase on January 1, 2020, rates are proposed to increase by 8% per year.

	Current Rates	PROPOSED WATER RATES				
		Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
FIXED METER CHARGES						
<u>Meter Size</u>						
5/8" and 3/4"	\$37.37	\$41.11	\$44.41	\$47.96	\$51.80	\$55.94
1"	\$63.93	\$83.53	\$90.24	\$97.45	\$105.25	\$113.66
1-1/2"	\$108.20	\$154.23	\$166.61	\$179.92	\$194.32	\$209.86
2"	\$161.32	\$239.07	\$258.26	\$278.89	\$301.21	\$325.30
3"	\$302.99	\$465.31	\$502.66	\$542.81	\$586.25	\$633.14
4"	\$462.37	\$719.83	\$777.61	\$839.72	\$906.92	\$979.46
6"	\$905.07	\$1,426.83	\$1,541.36	\$1,664.47	\$1,797.67	\$1,941.46
COMMODITY CHARGES¹ (per HCF²)						
Single & Multi-Family Residential						
Tier 1: 0 - 18 hcf	\$1.31	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10
Tier 2: 19 - 36 hcf	\$2.67	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10
Tier 3: Over 36 hcf	\$3.56	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10
Non-Residential	\$2.38	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10

1. Plus wholesale cost pass-through charges if applicable. See information below.

2. One hundred cubic feet (HCF) equals 748 gallons.

Wholesale Cost Pass-Through

The City last purchased water from MWD in 2015. Since then, all of the City's water supply has been provided via four groundwater wells. Over the next five years, the City does not anticipate having to import water unless there is an emergency or unforeseen circumstance, such as a drought. If an emergency situation arises, the City is proposing to pass-through the cost of purchasing wholesale water from MWD. Pursuant to California Government Code 53756, this pass-through provision applies to wholesale rates, standby charges, and other fees that the City is required to pay MWD.

The pass-through will be implemented as a separate commodity charge billed per unit of water (\$/hcf). The formula to be used to calculate the pass-through adjustments, if needed, is as follows: Total cost for wholesale water purchases through the fiscal year end divided by the total volume of water purchased through the fiscal year end. Prior to initiating a pass-through, the City will notify all customers at least 30 days before implementation.

SEWER RATES

Sewer System

The City contracts with the City of Los Angeles (LA) Hyperion Treatment Plant to treat and dispose of the City's wastewater while the City maintains the sewer collection system which includes over 40 miles of sewer mains and 800 manholes. Roughly 50 percent of the total sewer budget is comprised of treatment charges from the City of LA, of which the City has no control over.

Why is a sewer rate increase needed?

The last sewer rate increase went into effect over 5 years ago on July 1, 2014. The proposed sewer rate increases are needed to cover sewage treatment and disposal costs passed through from the City of LA, to pay for the cost of ongoing maintenance for the collection system, and to replace deficient sewer mains. Over the next five years, the sewer system needs about \$1.1 million in improvements. The infrastructure improvements are necessary to avoid sewer leaks and expensive emergency repairs.

Proposed Sewer Rate Structure Changes

The City has a separate schedule of charges for residential and commercial sewer customers. All single family and multi-family residential customers are billed a fixed charge on a per dwelling unit basis. Commercial customers are charged a fixed charge plus a volume rate based on metered water consumption. There are six sub-categories of commercial sewer customers. The volume rates correspond to the cost to convey and treat the wastewater pollutants of each group. Higher strength wastewater discharge is billed at a higher rate because its costlier to treat.

The City is proposing to implement a separate sewer rate for multi-family residential customers. Because sewer flow is not metered, water consumption is used as an estimate for sewer flow. The cost of service study analyzed consumption patterns of each customer class and determined that the multi-family customer class typically uses less water than the single family customer class. The proposed sewer rates reflect each customer class' proportional impact on the overall sewer system. The City is also proposing to add a program to assist low-income customers (see "Bill Assistance" below).

Public Notice and Majority Protest Process

In 1996, California voters adopted Proposition 218. The provisions of Proposition 218 provide that certain types of "Property Related Fees" are subject to a "majority protest" process. Under the majority protest process, any property owner or customer of record may submit a written protest for the proposed increases; provided, however, that only one protest will be counted per identified parcel.

You have the right to file written protests by mail addressed to the City Clerk, 117 Macneil Street, San Fernando, CA 91340 **or** in person or at the public majority protest hearing on November 18, 2019 at 6:00 pm so long as they are received before the end of the hearing. A protest submitted via e-mail, fax, or other electronic means will not be accepted. Please identify on the front of the envelope for any protest, whether mailed or submitted in person, that the enclosed letter is for the Public Hearing on the Proposed Water and Sewer Rate Adjustments. A written protest must: 1) state that the identified property owner or customer is in opposition to the proposed water and/or sewer rate change; 2) provide the location of the identified parcel (by assessor's parcel number or street address); and 3) include the name and signature of the property owner or customer submitting the protest. Only one written protest may be counted for each affected parcel.

If protests are filed on behalf of a majority of the parcels subject to the rates before the end of the public hearing, the City cannot adopt the proposed rates. If a majority of the parcels do not protest (i.e., object to) the proposed increase, the City has the authority to adopt the proposed rates. Any rate changes, if enacted, will go into effect on January 1, 2020.

Proposed Sewer Rates

The proposed sewer rates are shown on the table below. The City bills on a bi-monthly (every 2 months) basis. After the initial increase on January 1, 2020, rates are proposed to increase by 2% per year.

	Current Rates	PROPOSED BI-MONTHLY SEWER RATES				
		Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
FIXED CHARGES						
<u>Customer Class</u>						
Single Family Residential	\$65.40	\$78.35	\$79.93	\$81.53	\$83.16	\$84.82
Multi-Family Residential	\$65.40	\$57.37	\$58.52	\$59.69	\$60.89	\$62.11
Group II Commercial (1)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Group III Commercial (2)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Group IV Commercial (3)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
City Property	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Industrial	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Schools (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Higher Education (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
VOLUME CHARGES (per HCF)						
<u>Customer Class</u>						
Group II Commercial (1)	\$1.89	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Group III Commercial (2)	\$3.04	\$4.43	\$4.52	\$4.61	\$4.70	\$4.79
Group IV Commercial (3)	\$4.57	\$6.54	\$6.67	\$6.80	\$6.94	\$7.08
City Property	\$1.44	\$2.32	\$2.36	\$2.41	\$2.46	\$2.51
Industrial	\$1.44	\$2.38	\$2.43	\$2.48	\$2.53	\$2.58
Schools (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86
Higher Education (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86

Note: One hundred cubic feet (HCF) equals 748 gallons.

1 - Group II Commercial: auto parking, barber shop, car wash, church, commercial use, dental office/clinic, department & retail stores, film processing, food processing plant (industrial), health club/spa, hospitals, indoor theatre, laundromats, library: public ares, lumber yards, membership organizations, motion picture (studios), professional offices, social services, soft water service, theatre (cinema), and warehouse

2 - Group III Commercial: gas station (4 bays max), hotels/motels w/o restaurants, manufacturing, manufacturing (industrial), repair & service stations

3 - Group IV Commercial: bakeries (wholesale)/donut shop, banquet room/ball room, cafeteria, hotels/motels with restaurants, mortuary - embalming area, restaurants, supermarkets

4 - Charge per student

BILL ASSISTANCE

The City will offer a utility bill assistance program for low-income residents. Qualifying customers will receive a \$16 bimonthly discount on their total utility bill. The bill assistance program will be evaluated annually to determine whether funding is available for the program. Additional information is provided on the City's website or call (818) 898-1200.

Notice of a Public Hearing on Proposed Water and Sewer Rate Adjustments

The City of San Fernando will hold a Public Hearing on the proposed water and sewer rates on **Monday, November 18, 2019 beginning at 6:00 p.m.** at 117 Macneil Street, San Fernando, CA 91340.



117 Macneil Street
San Fernando, CA 91340
(818) 898-1200

AVISO DE AUDIENCIA PÚBLICA SOBRE LOS AJUSTES PROPUESTOS EN LAS TARIFAS DE AGUA Y ALCANTARILLADO

Lunes, 18 de noviembre de 2019 a las 6:00 p.m.

en el Salón del Concejo (Council Chambers) Municipal de San Fernando, 117 Macneil Street, San Fernando

La Ciudad de San Fernando (la Ciudad) está proponiendo aumentos en las tarifas de agua y alcantarillado, con vigencia a partir del 1 de enero de 2020. Usted ha recibido este aviso porque es cliente de servicios públicos de la Ciudad o porque es dueño de una propiedad que recibe servicios públicos de la Ciudad. El Concejo Municipal celebrará una audiencia pública de protesta mayoritaria el **lunes, 18 de noviembre de 2019 a las 6:00 p.m.** para poner en consideración los cambios en las tarifas de agua y alcantarillado para los próximos cinco años. Las tarifas propuestas de agua y alcantarillado, que pueden ser adoptadas en la audiencia pública, no excederán las tarifas presentadas en esta notificación.

Los servicios públicos de agua y alcantarillado dependen en su totalidad de los ingresos tarifarios para financiar los costos de la prestación del servicio. Las tarifas de agua y alcantarillado propuestas se basan en un estudio integral del costo del servicio para asegurar que las tarifas de agua y alcantarillado paguen los crecientes gastos de operación y mantenimiento, los pagos de servicio de deuda, los proyectos de capital y las reservas de emergencia. Las operaciones de agua y alcantarillado no son financiadas por el impuesto sobre la propiedad ni por ningún otro impuesto. El último aumento de las tarifas de agua de la Ciudad tuvo lugar en 2017 y el último aumento de las tarifas de alcantarillado fue en 2014. **Los aumentos de tarifas propuestos son necesarios para mantener un suministro de agua potable saludable y un tratamiento adecuado de las aguas residuales.**

TARIFAS DE AGUA

Sistema de agua

La Ciudad suministra servicio de agua a más de 5,000 cuentas residenciales y comerciales. Los residentes de San Fernando tienen la suerte de contar con tres fuentes de agua: (1) pozos locales de agua subterránea que extraen agua de la cuenca de Sylmar; (2) agua importada de la conexión de emergencia del Distrito Metropolitano de Agua (Metropolitan Water District o MWD), que suministra agua superficial de la Planta Joseph Jensen; y (3) una conexión del sistema de distribución de la Ciudad de Los Ángeles que se utiliza únicamente en emergencias extremas. Desde 2015, la Ciudad ha recibido el 100% de su suministro de agua de las aguas del subsuelo locales.

¿Por qué es necesario un aumento en las tarifas de agua?

El último aumento de las tarifas de agua entró en vigor hace más de 3 años, el 1 de julio de 2016. Los aumentos propuestos en las tarifas de agua son necesarios para pagar el costo del mantenimiento continuo y las pruebas de calidad del agua, reemplazar las tuberías de agua envejecidas y mejorar la confiabilidad del sistema. Durante los próximos cinco años, el sistema de agua necesitará aproximadamente \$8.9 millones para realizar mejoras. Con la realización de estas obras, la Ciudad evitará fugas en el sistema hídrico y costosas reparaciones de emergencia.

Cambios propuestos en la estructura de tarifas de agua

La estructura actual de tarifas de agua consta de dos componentes: 1) un cargo fijo por medidor y 2) un cargo por producto básico con base en el uso medido de agua. A todos los clientes, residenciales y no residenciales, se les cobran los mismos cargos fijos según el tamaño de su medidor. El cargo por producto básico se factura por unidad de agua (\$/hcf). Cien pies cúbicos (hcf) equivalen a aproximadamente 748 galones de agua. Los clientes residenciales son facturados actualmente por el consumo de agua de acuerdo con una estructura de tres niveles en la que a los niveles de

consumo más altos se les cobra una tarifa más alta por unidad. A los clientes no residenciales se les cobra una tarifa única por todo el consumo de agua.

La Ciudad está proponiendo eliminar la estructura de tarifas de agua por niveles para los clientes residenciales, de manera que a todos los clientes se les cobre el mismo cargo por unidad de agua. Esta recomendación significa cobrar a todos los clientes lo mismo y reasignar los costos de manera más justa entre las clases de clientes. La Ciudad también está proponiendo añadir un programa para ayudar a los clientes de bajos ingresos (ver “Asistencia en el pago de facturas” más adelante).

Tarifas de agua propuestas

Las tarifas de agua propuestas se muestran en el cuadro siguiente. La Ciudad factura de manera bimensual (cada dos meses). Después del aumento inicial del 1 de enero de 2020, se propone un aumento del 8% anual en las tarifas.

	Tarifas actuales	TARIFAS DE AGUA PROPUESTAS				
		1 de enero 2020	1 de enero 2021	1 de enero 2022	1 de enero 2023	1 de enero 2024
CARGOS FIJOS POR MEDIDOR						
<u>Tamaño del medidor</u>						
5/8" y 3/4"	\$37.37	\$41.11	\$44.41	\$47.96	\$51.80	\$55.94
1"	\$63.93	\$83.53	\$90.24	\$97.45	\$105.25	\$113.66
1-1/2"	\$108.20	\$154.23	\$166.61	\$179.92	\$194.32	\$209.86
2"	\$161.32	\$239.07	\$258.26	\$278.89	\$301.21	\$325.30
3"	\$302.99	\$465.31	\$502.66	\$542.81	\$586.25	\$633.14
4"	\$462.37	\$719.83	\$777.61	\$839.72	\$906.92	\$979.46
6"	\$905.07	\$1,426.83	\$1,541.36	\$1,664.47	\$1,797.67	\$1,941.46
CARGOS POR PRODUCTO BÁSICO¹ (por HCF²)						
Residencial, unifamiliar y multifamiliar						
Nivel 1: 0 - 18 hcf	\$1.31	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10
Nivel 2: 19 - 36 hcf	\$2.67	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10
Nivel 3: Más de 36 hcf	\$3.56	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10
No residencial	\$2.38	\$2.27	\$2.46	\$2.66	\$2.87	\$3.10

1. Más cargos por traspaso de costos al por mayor, si corresponde. Consulte la información a continuación.

2. Cien pies cúbicos (HCF) equivalen a 748 galones.

Transmisión de costos al por mayor

La última vez que la Ciudad compró agua del distrito MWD fue en 2015. Desde entonces, todo el suministro de agua de la Ciudad se ha surtido a través de cuatro pozos de agua subterránea. Durante los próximos cinco años, la Ciudad no prevé tener que importar agua a menos que se presente una emergencia o circunstancia imprevista, como una sequía. Si surge una situación de emergencia, la Ciudad está proponiendo transferir el costo de la compra al por mayor de agua de MWD. De conformidad con el Código de Gobierno de California 53756, esta disposición de transferencia se aplica a las tarifas al por mayor, los cargos de reserva y otros cargos que la Ciudad está obligada a pagar a MWD.

El traspaso se implementará como un cargo por producto básico por separado facturado por unidad de agua (\$/hcf). La fórmula que se utilizará para calcular los ajustes de la transferencia, si es necesario, es la siguiente: El costo total de las compras de agua al por mayor hasta el final del año fiscal se divide entre el volumen total de agua comprada hasta el final del año fiscal. Antes de iniciar una transferencia, la Ciudad notificará a todos los clientes por lo menos 30 días antes de la implementación.

TARIFAS DE ALCANTARILLADO

Sistema de alcantarillado

La Ciudad mantiene contrato con la Planta de Tratamiento Hyperion de la Ciudad de Los Ángeles (LA) para tratar y desechar las aguas residuales de la Ciudad, mientras que la Ciudad mantiene el sistema de recolección de aguas residuales, que incluye más de 40 millas de tuberías de alcantarillado y 800 pozos de registro. Aproximadamente el 50 por ciento del presupuesto total de alcantarillado está compuesto por los cargos de tratamiento de la Ciudad de Los Ángeles, sobre los cuales la Ciudad no tiene control.

¿Por qué es necesario un aumento en las tarifas de alcantarillado?

El último aumento de las tarifas de alcantarillado entró en vigor hace más de 5 años, el 1 de julio de 2014. Los aumentos propuestos en las tarifas de alcantarillado son necesarios para cubrir los costos de tratamiento de aguas residuales y eliminación de desechos que pasan por la Ciudad de Los Ángeles, para pagar el costo de mantenimiento continuo del sistema de recolección y para reemplazar las tuberías de alcantarillado deficientes. Durante los próximos cinco años, el sistema de alcantarillado necesitará aproximadamente \$1.1 millones para realizar mejoras. Las mejoras en la infraestructura son necesarias para evitar fugas en el sistema de alcantarillado y costosas reparaciones de emergencia.

Cambios propuestos en la estructura de tarifas de alcantarillado

La Ciudad tiene programas separados de cargos para clientes de alcantarillado residenciales y comerciales. A todos los clientes residenciales unifamiliares y multifamiliares se les factura un cargo fijo por unidad de vivienda. A los clientes comerciales se les cobra un cargo fijo más una tarifa por volumen basada en el consumo medido de agua. Hay seis subcategorías de clientes comerciales de alcantarillado. Las tarifas por volumen corresponden al costo de transporte y tratamiento de los contaminantes de las aguas residuales de cada grupo. La descarga de aguas residuales de mayor resistencia se factura a una tasa más alta porque su tratamiento es más costoso.

La Ciudad está proponiendo implementar una tarifa de alcantarillado separada para los clientes de residenciales multifamiliares. Debido a que el flujo del alcantarillado no es medido, el consumo de agua se utiliza como estimación del flujo del alcantarillado. El estudio de costo del servicio analizó los patrones de consumo de cada clase de cliente y determinó que la clase de cliente de residencias multifamiliares típicamente usa menos agua que la clase de cliente unifamiliar. Las tarifas de alcantarillado propuestas reflejan el impacto proporcional de cada clase de cliente en el

Aviso público y proceso de protestas mayoritarias

En 1996, los electores de California adoptaron la Propuesta 218. Las disposiciones de la Propuesta 218 indican que algunos tipos de “cargos relacionados con la propiedad” están sujetos a un proceso de “protesta mayoritaria”. De conformidad con el proceso de protesta mayoritaria, cualquier dueño de propiedad o cliente registrado puede presentar por escrito una protesta a los aumentos propuestos; sin embargo, siempre y cuando solo una protesta sea contada por cada parcela identificada.

Usted tiene derecho a presentar protestas por escrito por correo dirigidas a City Clerk, 117 Macneil Street, San Fernando, CA 91340 o en persona en ese lugar, o bien en la audiencia pública de protesta mayoritaria del 18 de noviembre de 2019 a las 6:00 p.m. siempre y cuando sea recibida antes de la conclusión de la audiencia. No se aceptarán protestas enviadas por correo electrónico, fax u otro medio electrónico. Por favor indique en el frente del sobre, ya sea que lo envíe por correo o lo entregue personalmente, que la carta con su protesta es para la audiencia pública sobre los ajustes propuestos a las tarifas de agua y alcantarillado (Public Hearing on the Proposed Water and Sewer Rate Adjustments). Toda protesta por escrito debe: 1) afirmar que el dueño de la propiedad o cliente identificado se opone al aumento propuesto en las tarifas de agua y/o alcantarillado; 2) proporcionar la ubicación de la parcela identificada (número de parcela según el tasador o dirección postal); y 3) incluir el nombre y la firma del dueño de la propiedad o cliente que presenta la protesta. Únicamente se puede contar una protesta por escrito por cada parcela afectada.

Si se presentan protestas en nombre de una mayoría de las parcelas sujetas a las tarifas antes de la conclusión de la audiencia pública, la Ciudad no podrá adoptar las tarifas propuestas. Si una mayoría de las parcelas no presenta protestas (es decir, objeciones), la Ciudad posee la autoridad de adoptar las tarifas propuestas. Cualquier cambio en las tarifas, si se promulga, entrará en vigor el 1 de enero de 2020.

sistema general de alcantarillado. La Ciudad también está proponiendo añadir un programa para ayudar a los clientes de bajos ingresos (ver “Asistencia en el pago de facturas” más adelante).

Tarifas de alcantarillado propuestas

Las tarifas de alcantarillado propuestas se muestran en el cuadro siguiente. La Ciudad factura de manera bimensual (cada dos meses). Después del aumento inicial del 1 de enero de 2020, se propone un aumento del 2% anual en las tarifas.

	Tarifas actuales	TARIFAS BIMENSUALES DE ALCANTARILLADO PROPUESTAS				
		1 de enero 2020	1 de enero 2021	1 de enero 2022	1 de enero 2023	1 de enero 2024
CARGOS FIJOS						
<u>Tipo de cliente</u>						
Residencial, unifamiliar	\$65.40	\$78.35	\$79.93	\$81.53	\$83.16	\$84.82
Residencial, multifamiliar	\$65.40	\$57.37	\$58.52	\$59.69	\$60.89	\$62.11
Comercial Grupo II (1)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Comercial Grupo III (2)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Comercial Grupo IV (3)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Propiedad de la Ciudad	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Industrial	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Escuelas (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
Educación superior (4)	\$37.66	\$32.66	\$33.37	\$34.10	\$34.84	\$35.59
CARGOS POR VOLUMEN (por HCF)						
<u>Tipo de cliente</u>						
Comercial Grupo II (1)	\$1.89	\$2.67	\$2.72	\$2.78	\$2.83	\$2.89
Comercial Grupo III (2)	\$3.04	\$4.43	\$4.52	\$4.61	\$4.70	\$4.79
Comercial Grupo IV (3)	\$4.57	\$6.54	\$6.67	\$6.80	\$6.94	\$7.08
Propiedad de la Ciudad	\$1.44	\$2.32	\$2.36	\$2.41	\$2.46	\$2.51
Industrial	\$1.44	\$2.38	\$2.43	\$2.48	\$2.53	\$2.58
Escuelas (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86
Educación superior (4)	\$1.28	\$1.71	\$1.75	\$1.78	\$1.82	\$1.86

Nota: Cien pies cúbicos (HCF) equivalen a 748 galones.

1 - Comercial Grupo II: estacionamiento de automóviles, peluquería, lavado de autos, iglesia, uso comercial, consultorio/clínica dental, tiendas departamentales y minoristas, procesamiento de películas, planta de procesamiento de alimentos (industrial), gimnasio/balneario, hospitales, teatro/cine en interiores, lavanderías, biblioteca: áreas públicas, aserraderos, organizaciones de membresía, cine (estudios), oficinas profesionales, servicios sociales,

2 - Comercial Grupo III: gasolinera (4 bombas como máximo), hoteles/moteles sin restaurantes, manufactura, manufactura (industrial), reparación y estaciones de servicio

3 - Comercial Grupo IV: panaderías (mayoristas)/tienda de donas, sala de banquetes/sala de baile, cafetería, hoteles/moteles con restaurantes, funeraria - área de embalsamamiento, restaurantes, supermercados

4 - Cargo por estudiante

ASISTENCIA EN EL PAGO DE FACTURAS

La Ciudad ofrecerá un programa de asistencia para pagar la factura de servicios públicos para residentes de bajos ingresos. Los clientes que reúnen los requisitos recibirán un descuento de \$16 cada dos meses en el total de su factura de servicios públicos. El programa de asistencia en el pago de facturas se evaluará anualmente para determinar si hay fondos disponibles para el programa. Se proporciona información adicional en el sitio web de la Ciudad o llamando al (818) 898-1200.

Aviso de audiencia pública sobre los ajustes propuestos en las tarifas de agua y alcantarillado

La Ciudad de San Fernando llevará a cabo una audiencia pública sobre las tarifas propuestas de agua y alcantarillado el ***lunes, 18 de noviembre de 2019 comenzando a las 6:00 p.m.***

en 117 Macneil Street, San Fernando, CA 91340.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: November 18, 2019

Subject: Consideration of a Proposed Ballot Measure to Adopt a Quarter-Cent Local Sales Tax

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Discuss placing a quarter-cent (0.25 percent) local sales tax measure on the March 3, 2020 ballot; and
- c. Provide staff direction as appropriate.

BACKGROUND:

1. In Fiscal Year (FY) 2012-2013, the City declared a fiscal emergency and held a special election for the San Fernando electorate to decide on a temporary half cent (0.5 percent) Transaction and Use Tax (also referred to as a local Sales Tax).
2. On June 4, 2013, the "City Services Emergency Protection Measure" (Measure "A") was approved by 60% of voters. The Tax became effective on October 1, 2013 with a sunset date of October 1, 2020.
3. On August 20, 2018, staff provided the City Council with an analysis and projection of the City's long-term pension and retiree health (i.e., Other Postemployment Benefits, or OPEB) costs as well as various funding strategies to address those liabilities. Subsequent to receiving the presentation and discussing the report, the City Council directed staff to secure financial advisor services to project long-term pension and OPEB obligations and propose various strategies to fund those obligations.
4. On November 6, 2018, the "San Fernando Preservation and Beautification Measure" was approved by 69% of voters to extend the half cent local Sales Tax indefinitely.

Consideration of a Proposed Ballot Measure to Adopt a Quarter-Cent Local Sales Tax

Page 2 of 4

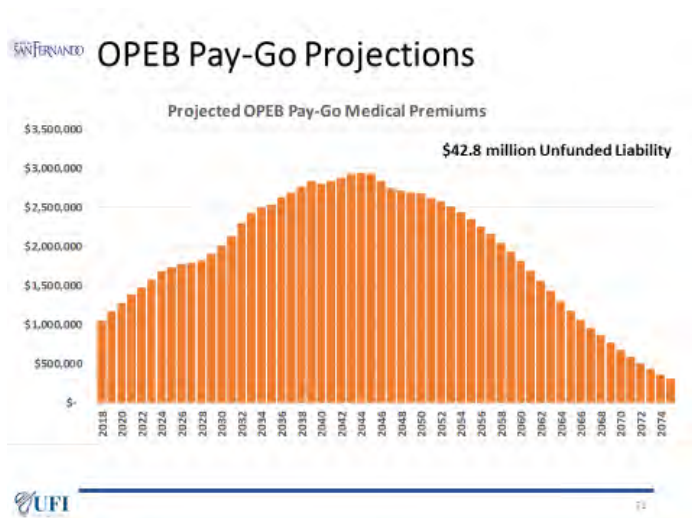
5. On January 7, 2019, City Council appointed a Pension and Retiree Health Ad Hoc Committee (Mayor Fajardo and Councilmember Gonzales) to work with City staff to review information and develop policy recommendations to City Council related to the City's Pension and Retiree Health Programs, including recommending selection of a Financial Advisor, review projections and funding strategies from the Advisor, provide feedback on presentations, and other Pension/Retiree Health funding items that require additional study.
6. On March 4, 2019, the City Council awarded a Professional Service Agreement to Urban Futures, Inc. (UFI) to develop cost projections and recommendations to address the City's Pension and OPEB liabilities.

ANALYSIS:

Part of UFI's scope of services includes developing long-term projections for pension and retiree medical costs. Both retirement related costs have significant long-term unfunded liability. As of June 30, 2018, the unfunded pension liability is \$40 million and the unfunded retiree health liability is \$42.8 million. The City has taken a number of steps over the last few years to reduce the liability for both benefits, including reducing the retirement formula for newer employees and reducing retiree health benefits to the minimum allowed by law for employees hired after July 1, 2015. Without these actions, the City's unfunded liabilities would be even greater.

The City is fortunate to have a dedicated funding source for pension benefits through a special property tax levy. Without this special property tax levy, the City would have to reduce the current workforce and related services, including public safety, by more than 25%. However, there is not currently a funding source specifically for retiree health benefits, so they are paid directly from the City's General Fund and Enterprise Funds on a "pay-as-you-go" basis.

The annual "pay-as-you-go" retiree health cost is approximately \$1 million per year and, according to the most recent actuarial valuation, the City should be setting aside an additional \$2 million per year to fully fund future retiree health benefits. As the graph on the right shows, annual "pay-as-you-go" costs will increase to approximately \$3 million per year in 2044 before leveling off.



Although there is currently no requirement to pre-fund this obligation,

Consideration of a Proposed Ballot Measure to Adopt a Quarter-Cent Local Sales Tax

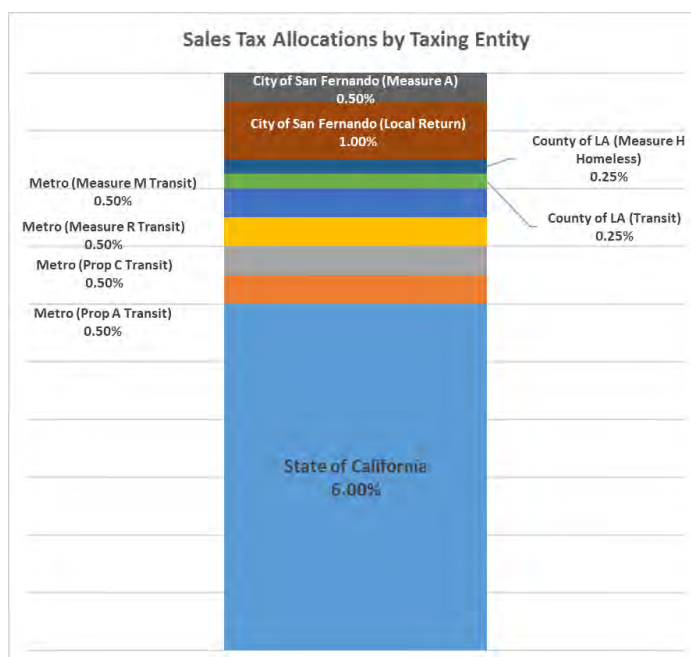
Page 3 of 4

Government Accounting Standards Board (GASB) best practices recommend pre-funding future OPEB liabilities through an irrevocable trust. Funds deposited into such a Trust are protected and can only be used for OPEB related payments. Creation of an irrevocable trust, even if not fully funded, will demonstrate the City's commitment to a long-term strategy to fund this liability. The difficulty in pre-funding retiree health is identifying a revenue source to deposit into the Trust.

California Sales Tax.

California has a state-mandated minimum sales tax of 7.25%. Counties, municipalities, and districts are allowed to increase the sales tax in specific jurisdictions up to a total of 10.25%. The current sales tax in San Fernando is 10%.

As shown in the illustration, the State of California receives 6%, Metro and Los Angeles County receives 2.25% for transportation funding, Los Angeles County receives an additional 0.25% to provide homeless services, and the City of San Fernando receives 1.50% that is used locally to provide public safety, street repair, tree trimming, park maintenance, recreation programs and cultural events.



As previously mentioned, the cap for total sales tax is 10.25%. Consequently, there is an additional 0.25% that is currently available to be allocated to any taxing entity that receives voter approval for the additional sales tax funds. In the recent past, a number of local entities with taxing authority have considered sales tax measures to fund regional projects, including, but not limited to, the County of Los Angeles parks services, County of Los Angeles fire services, Air Quality Management District (AQMD), and Los Angeles County Metropolitan Transportation Authority (Metro). If such an additional sales tax is levied by a regional tax authority, there is no guarantee that sales taxes paid by San Fernando businesses and residents would stay local.

If the City were to receive voter approval to keep the remaining 0.25% sales tax local, then San Fernando taxpayers would not be subject to future sales tax measures put forth by other taxing entities and will retain control of funding raised in the City.

Consideration of a Proposed Ballot Measure to Adopt a Quarter-Cent Local Sales TaxPage 4 of 4

Funding raised through a local general sales tax can be used for pre-funding retiree health benefits, and enhance public safety, street repair, tree trimming, park maintenance, recreation programs and cultural events.

Process to place a tax measure on the ballot at a Special Election.

The City may only place a tax measure on the ballot at a regular general election (November of even years) unless the City adopts a resolution declaring a fiscal emergency, which requires a unanimous vote by those members of City Council who are present. Although the City is in a much better financial position than it was in 2013 when the last fiscal emergency was declared, the current General Fund reserve of \$1.8 million is approximately \$2.2 million short of the \$4 million reserve target identified in the City's Comprehensive Financial Policy.

Additionally, as of June 30, 2018 (the most recent audited financial statements), the City's long-term net position for governmental activities, excluding Enterprise Funds, is (\$6,227,571), which means that long-term liabilities (including pension and retiree health costs) exceed long-term assets (including cash and investments, land and buildings) by more than \$6 million. These factors would support the required declaration of fiscal emergency.

If the City Council unanimously approves declaring a fiscal emergency, then they will need to adopt a resolution calling an election on March 3, 2020, requesting the consolidation with the County election, approving the ballot question, and directing the City Attorney to draft the impartial analysis prior to December 5, 2019.

BUDGET IMPACT:

According to the Los Angeles County Registrar-Recorder/County Clerk, the estimated cost to hold a special election in March 2020 is approximately \$65,000. A 0.25% local Sales Tax would generate an estimated \$1.25 million per year that would, among other things, be available to pre-fund retiree healthcare costs and reduce the City's long-term liability.

CONCLUSION:

Staff recommends City Council discuss placing a 0.25% Sales Tax measure on the March 3, 2020 ballot to keep sales tax revenue local and provide direction as appropriate.

ATTACHMENT:

None

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: November 18, 2019

Subject: Consideration to Adopt a Resolution and Ordinance to Place One or More Ballot Measures on the March 2020 Ballot to Ban Certain Marijuana Business Activity

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing and pending public testimony;
- b. Adopt Resolution No. 7965 (Attachment "A"):
 - i. Calling and giving notice of a Special Municipal Election to be held March 3, 2020 to submit to the voters a question (or questions) relating to the ban of certain marijuana business activity in the City of San Fernando;
 - ii. Requesting consolidation of such election with the Presidential Primary Election to be held on the same day;
 - iii. Requesting the County of Los Angeles to provide specific election services; and
 - iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis;
- c. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1690 (Attachment "B") "An Ordinance of the People of the City of San Fernando, California, amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to expressly prohibit all adult-use and medicinal commercial cannabis activity throughout the City, except as allowed by state law."; and
- d. Adopt Resolution No. 7966 (Attachment "C") appropriating \$65,000 in the Election Services Division to cover the estimated cost of the election.

NOTE: Placing a measure on the ballot requires 4/5ths affirmative vote by City Council.

Consideration to Adopt a Resolution and Ordinance to Place One or More Ballot Measures on the March 2020 Ballot to Ban Certain Marijuana Business ActivityPage 2 of 5

BACKGROUND:

1. Please refer to Agenda Item No. 8 on January 7, 2019 for additional background information.
2. On January 7, 2019, the City Council held a Public Hearing to consider the Code Amendment No. 2018-002, adopting Cannabis regulations for the City. Subsequent to conducting the Public Hearing and discussing the matter, the matter was referred back to the Cannabis Ad Hoc Committee (revised on January 7, 2019 to consist of Mayor Fajardo and Vice Mayor Ballin) with instruction that the Ad Hoc Committee consider the testimony of the public and the comments and recommendations of Councilmembers and return to Council sometime before July 2019 with:
 - a. Recommended modifications to the ordinance to include parks and playgrounds within the definition of sensitive receptors;
 - b. Consider imposing a 1,000 foot buffer requirement from parks and playgrounds;
 - c. Consider putting a hard cap on the number of permits issued by the City;
 - d. Consider whether the overall buffer requirements from sensitive receptors should be more similar to buffer requirements for establishments that sell liquor; and
 - e. Consider possible ballot measure options in connection with the regulation of cannabis in the City.
3. On July 1, 2019, Mayor Fajardo provided a verbal update during General Council Updates notifying the City Council that the Cannabis Ad Hoc Committee had met to discuss the sensitive receptor buffer zones and the option of putting forward a ballot measure related to the City's Cannabis (commonly referred to as "marijuana") use. Recommendations from the Ad Hoc Committee would be forthcoming.
4. On August 5, 2019, the City Council updated the Ad Hoc Committee assignments, which included appointing Mayor Fajardo and Councilmember Pacheco to the Cannabis Ad Hoc Committee. The Cannabis Ad Hoc Committee met on a number of occasions to provide feedback to staff regarding Ad Hoc Committee recommendations.
5. On November 4, 2019, the City Council discussed the Ad Hoc Committee's recommendation and directed staff to return with a number of possible ballot questions to ban certain marijuana business activities in the City, ranging from banning retail sales only, to banning all marijuana related business activities.

Consideration to Adopt a Resolution and Ordinance to Place One or More Ballot Measures on the March 2020 Ballot to Ban Certain Marijuana Business ActivityPage 3 of 5

ANALYSIS:

Pursuant to City Council direction, staff researched marijuana related ballot questions put forth by other cities in California. When deciding on the appropriate question to put forth to voters, the following variables should be considered:

1. Will a proposed ban apply to medical marijuana activity, adult use (recreational) marijuana activity, or both?
2. Which activities will the proposed ban apply to?
 - a. Cultivation: Growing marijuana plants.
 - b. Manufacturing: Producing marijuana based products, including food products, cosmetic products, oils, and supplements.
 - c. Distribution: Transporting marijuana products and raw material between regulated businesses.
 - d. Laboratory Testing: Testing marijuana consumer products for potency, safety, and labeling purposes.
 - e. Delivery Services Originating in the City: Non-storefront retail sales that only provides deliveries and does not provide walk-in retail sales services.
 - f. Storefront Retail (Dispensaries): Over the counter, walk-in sales from a retail dispensary location.
3. If directed to move forward, recommend ballot measure letter designation. The City may submit a request to the Los Angeles County Registrar-Recorder/County Clerk for up to three options that cannot exceed two letters.

With those variables in mind, staff has drafted the following broad questions for City Council consideration:

Consideration to Adopt a Resolution and Ordinance to Place One or More Ballot Measures on the March 2020 Ballot to Ban Certain Marijuana Business Activity

Page 4 of 5

Sample 1: Ban storefront only.

Ban on Marijuana Dispensaries Shall the City ban marijuana dispensaries?	Yes
	No

Sample 2: Ban all marijuana point of sale activity, including delivery originating inside the City.

Ban on Marijuana Dispensaries and Retail Sales Shall the City ban marijuana dispensaries and all other marijuana retail sales?	Yes
	No

Sample 3: Ban all, or certain, marijuana business activity in the City.

Ban on All (Certain) Marijuana Business Activity Shall the City ban all marijuana business activity in the City, including, but not limited to, marijuana dispensaries, storefront sales, delivery services, cultivation, manufacturing, distribution and laboratory testing?	Yes
	No

The samples above are meant to be a jumping off point for City Council discussion and range from a ban on only one activity (i.e., storefront dispensaries) to a full ban on all activities. The City Council may amend the sample questions above to include additional activities or exclude some of the activities currently included in the sample questions.

It is important to note that state law does not allow the City to ban personal use or deliveries into the City originating from outside locations.

BUDGET IMPACT:

According to the Los Angeles County Registrar-Recorder/County Clerk, the estimated cost to hold a special election in March 2020 is approximately \$65,000.

Consideration to Adopt a Resolution and Ordinance to Place One or More Ballot Measures on the March 2020 Ballot to Ban Certain Marijuana Business ActivityPage 5 of 5

CONCLUSION:

The Ad Hoc Committee recommends placing a measure on the March 3, 2020 ballot regarding a ban of certain marijuana business activity in the City. Staff recommends that Council conduct a Public Hearing and provide direction on such a consideration.

ATTACHMENTS:

- A. Resolution No. 7965
- B. Ordinance No. 1690
- C. Resolution No. 7966

ATTACHMENT "A"

RESOLUTION NO. 7965

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA (1) CALLING AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF SAN FERNANDO ON TUESDAY, MARCH 3, 2020, FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE PROHIBITING ALL ADULT-USE AND MEDICINAL COMMERCIAL CANNABIS ACTIVITY THROUGHOUT THE CITY, EXCEPT AS ALLOWED BY STATE LAW; (2) REQUESTING CONSOLIDATION OF SAID SPECIAL ELECTION WITH THE COUNTY-ADMINISTERED PRESIDENTIAL PRIMARY ELECTION OF THE SAME DATE; (3) REQUESTING FULL ELECTION SERVICES FROM THE REGISTRAR-RECORDER/COUNTY CLERK FOR THE COUNTY OF LOS ANGELES TO CONDUCT SAID SPECIAL ELECTION; AND (4) SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE ORDINANCE

WHEREAS, pursuant to California Elections Code Section 9222, the City Council of the City of San Fernando (the "City") has the authority to place measures on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council desires to submit to the voters a proposed ordinance prohibiting all adult-use and medicinal commercial cannabis activity throughout the City, except as allowed by State law; and

WHEREAS, the Federal Controlled Substances Act (21 U.S.C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana; and

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act ("CUA"), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes"; and

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.) ("MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or

establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

WHEREAS, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or implicitly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land” The Court held that cities have the authority to ban medical marijuana land uses. Additionally, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right - and certainly no constitutional right - to cultivate medical marijuana” The Court in *Maral* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority; and

WHEREAS, on October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643), which are collectively known as the “Medical Marijuana Regulation and Safety Act” (“MMRSA”). The MMRSA set up a State licensing scheme for commercial medical marijuana activities while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities; and

WHEREAS, pursuant to the MMRSA, on May 16, 2016, the City Council adopted Ordinance No. 1654 to prohibit medical commercial cannabis activities throughout the City, with the exception of medical cannabis deliveries to qualified patients or primary caregivers within the City by licensed dispensaries; and

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

WHEREAS, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was approved by California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)). This proposition and subsequent State legislation were intended to permit adults 21 years and older to use, possess, purchase and grow nonmedical cannabis within defined limits, and to allow local governments to reasonably regulate the personal cultivation of nonmedical cannabis for personal use by adults 21 years and older through zoning and other local laws, and to grant local jurisdictions control over all commercial cannabis activity, including but not limited to, outdoor cultivation. The purpose and intent was also to allow local governments to ban nonmedical marijuana businesses. On November 7, 2016, the City Council adopted Ordinance No. 1659 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation; and

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94 (SB 94). SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The consolidated provisions

under SB 94, known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), are governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as “medicinal cannabis” and nonmedical/recreational cannabis as “adult-use cannabis”; and

WHEREAS, MAUCRSA allows local jurisdictions to wholly or partially ban or regulate adult-use or medicinal commercial cannabis activities within its jurisdiction. Subdivision (a) of Business and Professions Code Section 26200 observes that State law “shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction”; and

WHEREAS, MAUCRSA limits local bans on cannabis transportation such that the City cannot “prevent the transportation of cannabis or cannabis products on public roads by a licensee transporting cannabis or cannabis products in compliance” with State law, and this limit is designed to allow the free flow of commerce on City roads despite a City ban on the conduct of such business within the City; and

WHEREAS, on September 18, 2017, the City Council adopted Urgency Ordinance No. 1669 to expressly prohibit all medicinal and adult-use commercial cannabis activities throughout the City, excluding medicinal-only cannabis deliveries originating from qualified licensed retailers located outside of the City’s boundaries; and

WHEREAS, the proposed ordinance intends to prohibit all adult-use and medicinal commercial cannabis activity within the City limits, including, but not limited to, storefront sales, delivery services, cultivation, manufacturing, distribution, and laboratory testing; and

WHEREAS, it is necessary and desirable that such Special Municipal Election for the ordinance/measure described herein to be held on March 3, 2020 be consolidated with the County-administered Presidential Primary Election of the same date; and

WHEREAS, the City Council also requests that the Los Angeles County Registrar-Recorder/County Clerk provide full election services to the City in order to conduct the Special Municipal Election for the ordinance/measure described herein to be held on March 3, 2020; and

WHEREAS, the City Council also desires to establish deadlines and rules for the submission of written arguments and rebuttals for and against the proposed ordinance in accordance with applicable California Elections Code procedures; and

WHEREAS, the text of the proposed ordinance to be submitted to the voters is attached hereto as Exhibit “A,” and incorporated herein by reference; and

WHEREAS, the proposed measure will only take effect if approved by a majority of votes cast at the City’s Special Municipal Election of March 3, 2020, which is to be consolidated with

the County-administered Presidential Primary Election of the same date.

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

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part thereof.

SECTION 2. Submission of Ballot Measure. The City Council, pursuant to Elections Code Section 9222, hereby orders the ordinance attached hereto as Exhibit “A” to be submitted to the qualified voters of the City at the Special Municipal Election to be held on Tuesday, March 3, 2020, which is to be consolidated with the County-administered Presidential Primary Election of the same date. The proposed ordinance shall be in the form attached hereto as Exhibit “A” to this Resolution and is incorporated by this reference as if fully set forth herein.

SECTION 3. Ballot Measure. The City Council does hereby order that the measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in Section 2. On the ballot to be submitted to the qualified voters at the Special Municipal Election to be held on Tuesday, March 3, 2020, which is to be consolidated with the County-administered Presidential Primary Election of the same date, in addition to any other matters required by law, there shall be printed substantially the following:

“Shall the City ban all medicinal and adult-use commercial cannabis (marijuana) business activity throughout the City, including, but not limited to, storefront sales, delivery services, cultivation, manufacturing, distribution, and laboratory testing?”	YES	
	NO	

SECTION 4. Election Procedures.

- A. The ballots to be used at the election shall be in form and content as required by law.
- B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the City of San Fernando’s Special Municipal Election for the ordinance/measure described herein, with the County-administered Presidential Primary Election of March 3, 2020.
- C. In accordance with Section 10002 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent to having the Los Angeles County Registrar-Recorder/County Clerk render full election services to the City of

San Fernando as may be requested by the City Clerk of said City, the County of Los Angeles to be reimbursed in full for such services as are performed.

- D. The full election services which the City of San Fernando requests the Los Angeles County Registrar-Recorder/County Clerk, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of San Fernando; and the performance of such other election services as may be requested by the City Clerk.
- E. The City Clerk is authorized, instructed and directed to coordinate with the Los Angeles County Registrar-Recorder/County Clerk to procure and furnish any and all ballots, notices, printed matter and supplies, services, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- F. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.
- G. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for the holding of municipal elections in the City.
- H. Notice of the time, place, and holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Los Angeles County Registrar-Recorder/County Clerk.
- J. The Los Angeles County Registrar-Recorder/County Clerk is authorized to canvass the returns of the City of San Fernando's Special Municipal Election.
- K. The City Clerk shall receive the canvass from the County as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.
- L. The City of San Fernando's Special Municipal Election will be held and conducted in accordance with the provisions of law regulating the Special Municipal Election, including without limitation, Elections Code Section 10418.

SECTION 5. Arguments and Impartial Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including December 13, 2019 by 5:00 p.m., after which no arguments for or against the measure may be submitted to the City Clerk. Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.
- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."
- D. That the provisions of this Section 5 herein shall apply only to the election to be held on March 3, 2020, and shall then be repealed.

SECTION 6. Rebuttals.

- A. Pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250

words. The rebuttal arguments shall be filed with the City Clerk not later than December 13, 2019 by 5:00 p.m. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

- B. That the provisions of this Section 6 herein shall apply only to the election to be held on March 3, 2020, and shall then be repealed.

SECTION 7. Placement on the Ballot. The full text of the ordinance/measure shall not be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of this ordinance/measure at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the ordinance/measure attached hereto as Exhibit “A,” to the Clerk of the Board of Supervisors of Los Angeles County and to the Los Angeles County Registrar-Recorder/County Clerk.

SECTION 9. Public Examination. Pursuant to Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 18th day of November, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVE AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Resolution No. 7965 was passed and adopted by the City Council at its regular meeting duly held on the 18th day of November, 2019 by the following votes to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**ORDINANCE NO. 1690****AN ORDINANCE OF THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT ALL ADULT-USE AND MEDICINAL COMMERCIAL CANNABIS ACTIVITY THROUGHOUT THE CITY, EXCEPT AS ALLOWED BY STATE LAW**

WHEREAS, the Federal Controlled Substances Act (21 U.S.C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana; and

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (“CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician. The CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes”; and

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.) (“MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

WHEREAS, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or implicitly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land” The Court held that cities have the authority to ban medical marijuana land uses. Additionally, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right - and certainly no constitutional right - to cultivate medical marijuana” The Court in *Maral* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority; and

WHEREAS, on October 9, 2015, Governor Brown signed three bills into law (AB 266, AB 243, and SB 643), which are collectively known as the “Medical Marijuana Regulation and Safety Act” (“MMRSA”). The MMRSA set up a State licensing scheme for commercial medical marijuana activities while protecting local control by requiring that all such businesses must have

a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities; and

WHEREAS, pursuant to the MMRSA, on May 16, 2016, the City Council adopted Ordinance No. 1654 to prohibit medical commercial cannabis activities throughout the City, with the exception of medical cannabis deliveries to qualified patients or primary caregivers within the City by licensed dispensaries; and

WHEREAS, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”), under Senate Bill 837 in June 2016, which also made included substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

WHEREAS, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) was approved by California voters as Proposition 64 and became effective on November 9, 2016, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)). This proposition and subsequent State legislation were intended to permit adults 21 years and older to use, possess, purchase and grow nonmedical cannabis within defined limits, and to allow local governments to reasonably regulate the personal cultivation of nonmedical cannabis for personal use by adults 21 years and older through zoning and other local laws, and to grant local jurisdictions control over all commercial cannabis activity, including but not limited to, outdoor cultivation. The purpose and intent was also to allow local governments to ban nonmedical marijuana businesses. On November 7, 2016, the City Council adopted Ordinance No. 1659 to prohibit outdoor personal marijuana cultivation and establish regulations and a permitting process for indoor personal marijuana cultivation; and

WHEREAS, on June 27, 2017, Governor Brown signed the Legislature-approved Senate Bill 94 (SB 94). SB 94 combined elements of the MCRSA and AUMA to establish a streamlined singular regulatory and licensing structure for both medical and nonmedical cannabis activities given that there were discrepancies between the MCRSA and AUMA. The consolidated provisions under SB 94, known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), are governed by the California Bureau of Cannabis Control. MAUCRSA refers to medical cannabis as “medicinal cannabis” and nonmedical/recreational cannabis as “adult-use cannabis”; and

WHEREAS, MAUCRSA allows local jurisdictions to wholly or partially ban or regulate adult-use or medicinal commercial cannabis activities within its jurisdiction. Subdivision (a) of Business and Professions Code Section 26200 observes that State law “shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances to regulate businesses licensed under this division, including, but not limited to local zoning and land use requirements, business license requirements, and requirements related to reducing exposure to secondhand smoke, or to completely prohibit the establishment or operation of one or more types of businesses licensed under this division within the local jurisdiction”; and

WHEREAS, MAUCRSA limits local bans on cannabis transportation such that the City cannot “prevent the transportation of cannabis or cannabis products on public roads by a licensee transporting cannabis or cannabis products in compliance” with State law, and this limit is designed to allow the free flow of commerce on City roads despite a City ban on the conduct of such business within the City; and

WHEREAS, on September 18, 2017, the City Council adopted Urgency Ordinance No. 1669 to expressly prohibit all medicinal and adult-use commercial cannabis activities throughout the City, excluding medicinal-only cannabis deliveries originating from qualified licensed retailers located outside of the City’s boundaries; and

WHEREAS, this Ordinance intends to prohibit all adult-use and medicinal commercial cannabis activity within the City limits, including, but not limited to, storefront sales, delivery services, cultivation, manufacturing, distribution, and laboratory testing.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. San Fernando Urgency Ordinance No. 1669, entitled “An Urgency Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit all Medicinal and Adult-Use Commercial Cannabis Activities Throughout the City, Excluding Medicinal-Only Cannabis Deliveries Originating from Qualified Licensed Retailers Located Outside of the City’s Boundaries, and Declaring the Urgency Thereof, in Accordance with Government Code Sections 36934 and 36937,” is hereby repealed on the effective date of this Ordinance.

SECTION 3. Subject to the approval of a majority of the voters of the City of San Fernando at the Special Municipal Election so designated by the City Council in a separate resolution placing the proposal on the ballot for such election, Section 22-64 (Unlawful business not authorized) of Division 1 (Generally) of Article II (Licensing) of Chapter 22 (Businesses) of the San Fernando Municipal Code is amended in its entirety to read as follows:

“Sec. 22-64 Unlawful business not authorized.

- (a) No license issued under this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business or the provision or sale of any service or product that is illegal under the laws of the United States or the State of California, or any ordinance of the city. Notwithstanding any provision of this Code to the contrary, no business license shall be issued for any use of land, operation, or business in all planning areas, districts, or zones within the city that is in violation of local, state and/or federal law.
- (b) No license shall be issued under this article relating to the establishment and/or operation of any business or the provision or sale of any service or product relating to adult-use or medicinal “commercial cannabis activity,” as such term is defined in Subdivision (k) of

California Business and Professions Code Section 26001 and as the same may be amended from time to time.”

SECTION 4. Subject to the approval of a majority of the voters of the City of San Fernando at the Special Municipal Election so designated by the City Council in a separate resolution placing the proposal on the ballot for such election, Division 18 (Medical Marijuana/Cannabis Prohibitions) of Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended in its entirety to read as follows:

“Division 18 – Prohibition on Commercial Cannabis Activity

Sec. 106-1411 Definitions.

“Cannabis” shall have the same meaning as set forth in California Business and Professions Code Section 26001(f), as amended from time to time, and which states that “cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. “Cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

“Cannabis accessories” shall have the same meaning as set forth in California Health and Safety Code Section 11018.2, as amended from time to time, and which states that “cannabis accessories” means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

“Cannabis concentrate” shall have the same meaning as set forth in California Business and Professions Code Section 26001(h), as amended from time to time, and which states that “cannabis concentrate” means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this Division.

“Cannabis events” means any planned public or social occasion which is advertised, designed to have the effect of or having the effect of gathering people, in or on any public property for any purpose where the use, purchase, exchange, display, or advertisement of cannabis, cannabis accessories, cannabis concentrate, or cannabis products occur.

“Cannabis products” shall have the same meaning as set forth in California Health and Safety Code Section 11018.1, as amended from time to time, and which states that “cannabis products” means

cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

“Caregiver” or “primary caregiver” shall have the same meaning as set forth in California Health and Safety Code Section 11362.7(d), as amended from time to time, and which states that “primary caregiver” means the individual, designated by a qualified patient, who has consistently assumed responsibility for the housing, health, or safety of that patient, and may include any of the following:

- (1) In a case in which a qualified patient or individual with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2, a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2, a residential care facility for individuals with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2, a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2, a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2, the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or individual with an identification card.
- (2) An individual who has been designated as a primary caregiver by more than one qualified patient or individual with an identification card, if every qualified patient or individual with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
- (3) An individual who has been designated as a primary caregiver by a qualified patient or individual with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or individual with an identification card.

“City” shall mean the City of San Fernando.

“Commercial cannabis activity” shall have the same meaning as set forth in California Business and Professions Code Section 26001(k), as amended from time to time, and which states that “commercial cannabis activity” includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products.

“Cultivation” or “Cultivate” shall have the same meaning as set forth in California Business and Professions Code Section 26001(l), as amended from time to time, and which states that “cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Delivery” shall have the same meaning as set forth in California Business and Professions Code Section 26001(p), as amended from time to time, and which states that “delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Delivery” also includes the use by a retailer of any advertising platform or technology platform.

“Distribution” shall have the same meaning as set forth in California Business and Professions Code Section 26001(r), as the same may be amended from time to time, and which states that “distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensees.

“Manufacture” shall mean and refer to the activities as set forth in California Business and Professions Code Section 26001(ag), as the same may be amended from time to time, and which states that “manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

“Medicinal cannabis” or “medicinal cannabis product” shall have the same meaning as set forth in California Business and Professions Code Section 26001(ai), as the same may be amended from time to time, and which states that “medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician’s recommendation.

“Medicinal and Adult-Use Cannabis Regulation and Safety Act” or “MAUCRSA” shall mean and refer to California Senate Bill 94, as may be amended from time to time.

“Microbusiness” means a person holding a license issued under paragraph (3) of subdivision (a) of Section 26070 of the California Business and Professions Code, which allows a person to engage in the cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, Level 1 manufacturer (Type 6), and retailer, as specified in an application.

“Non-Storefront Retailer” means a person that sells cannabis, cannabis accessories, cannabis concentrate, or cannabis products, to customers exclusively through delivery.

“Nursery” shall have the same meaning as set forth in California Business and Professions Code Section 26001(aj), as amended from time to time, and which states that a “nursery” means a person that produces only clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.

“Person” shall have the same meaning as set forth in California Business and Professions Code Section 26001(an), as amended from time to time, and which states that a “person” includes an individual, firm, partnership, joint venture, cooperative, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

“Qualifying patient” or “qualified patient” shall have the same meaning as set forth in California Health and Safety Code Section 11362.7(f), as amended from time to time, and which states that “qualified patient” means an individual who is entitled to the protections of Section 11362.5, but who does not have an identification card issued pursuant to California Health and Safety Code Section 11362.7 et seq.

“Sell,” “sale,” and “to sell” is defined under Section 26001(as) of the California Business and Professions Code to include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

“Storefront Retailer” means a person that sells cannabis, cannabis accessories, cannabis concentrate, or cannabis products to customers at its premises or by delivery.

“Testing Laboratory” shall have the same meaning as set forth in California Business and Professions Code Section 26001(at), as amended from time to time, and which states that a “testing laboratory” means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:

- (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and
- (2) Licensed by the Bureau of Cannabis Control within the Department of Consumer Affairs.

Sec. 106-1511 Prohibitions.

- (a) All adult-use and medicinal commercial cannabis activity is prohibited anywhere within the City. Such activities include, but are not limited to:
 1. Cultivation
 2. Nursery
 3. Testing laboratory
 4. Manufacture
 5. Non-storefront retailer and storefront retailer
 6. Distribution
 7. Microbusiness
 8. Cannabis events

- (b) Notwithstanding subdivision (a) of this Section 106-1511, the prohibitions set forth in this Section 106-1511 shall apply to all activities for which a commercial cannabis activity license is required by the State of California under MAUCRSA so that no local approval shall be given to any proposed state license issuance of any license listed under California Business and Professions Code Section 26050, as may be amended from time to time.
- (c) If any provision of this Division conflicts with State law, such State law shall supersede the conflicting provision of this Division until such State law is either repealed or no conflict exists.

Sec. 106-1513 Limited Medicinal-Only Cannabis Deliveries Permitted to Qualified Patients or Primary Caregivers.

- (a) Notwithstanding the prohibitions set forth in Section 106-1511, medicinal-only cannabis deliveries may be permitted only to a qualified patient or primary caregiver in possession of a valid physician's recommendation or county-issued identification card, issued pursuant to Health and Safety Code Section 11362.712, by a legally operating, retailer possessing a valid state-issued M-Type 10 license that is located outside of the City of San Fernando. Such retailers must possess a current and valid City permit issued in accordance with this Section 106-1513, as specified below.
- (b) Deliveries of adult-use cannabis is strictly prohibited.
- (c) Application. The form and content of the application for a permit shall be approved by the Chief of Police. The application shall be signed under penalty of perjury, and the following standards constitute the minimum application standards to qualify for a permit to deliver medicinal cannabis pursuant to this Section 106-1513:
 - (1) Name, address, and contact information of the applicant; if the applicant is a corporation, the names and addresses of its directors;
 - (2) Name, address, and contact information of the applicant's business;
 - (3) Current and valid proof of their license(s) or permit(s) to conduct medicinal commercial cannabis deliveries from the outside licensing city and/or county in which such dispensary is located;
 - (4) Upon commencement of the State of California's issuance of licenses under the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, current and valid state-issued M-Type 10 license;
 - (5) Acord insurance forms indicating applicant's ability to comply with the insurance requirements set forth in this Section 106-1513;
 - (6) Listing of all vehicles, devices, and platforms used by the applicant for delivery of medicinal cannabis, pursuant to this Section 106-1513, including the vehicle's make, model, year, license plate number and vehicle identification number;

- (7) Proof of current and valid California Department of Vehicle registration for all vehicles applicant shall use for delivery of medicinal cannabis, pursuant to this Section 106-1513;
- (8) Copies of a valid physician's recommendation or county-issued identification card, issued pursuant to Health and Safety Code Section 11362.712, for all persons that the applicant will use to delivery medicinal cannabis pursuant to this Section 106-1513. All such persons much be at least 21 years of age at the time of submittal of the application for medicinal cannabis delivery.
- (d) Review of the Application. The Chief of Police shall consider the application, as well as the criminal records, if any, and personal references, if demanded by the Chief of Police, of individuals identified in the application, and any other results from investigation into the application, as deemed necessary by the Chief of Police.
- (e) Disapproval of the Application. If the Chief of Police disapproves of an application sought under this Section 106-1513, he or she shall notify the applicant in writing, stating the reasons for the disapproval. Notification of the disapproval shall be delivered by first class mail to the applicant.
- (f) Appeal of Disapproval.
 - (1) Within fifteen (15) calendar days of transmittal of the Chief of Police's notice of disapproval of an application, the applicant denied approval may appeal the disapproval by notifying the City Clerk in writing of the appeal, the reasons for the appeal, and payment of any accompanying fees.
 - (2) The City Clerk shall set a hearing on the appeal and shall fix a date and time certain, within thirty (30) calendar days after the receipt of the applicant's appeal, unless the City and the applicant agree to a longer period of time to consider the appeal. The City Clerk shall provide notice of the date, time, and place of the hearing, at least seven (7) calendar days prior to the date of the hearing.
 - (3) The City Manager shall appoint a hearing officer to hear the appeal and determine the order of procedure, and rule on objections to the admissibility of evidence. The applicant and the Chief of Police shall each have the right to submit documents, call and examine witnesses, cross-examine witnesses, and argue their respective positions. The proceedings shall be informal, free of application of the strict rules of evidence. All evidence shall be admissible if it is of the type that a reasonably prudent person would rely upon in making a determination on the matter.
 - (4) The hearing officer shall issue a written decision within fifteen (15) days after the close of the hearing. The decision of the hearing officer shall be final.
- (g) Grounds for Denial, Revocation, or Suspension of Permit. The granting of a permit or a renewal thereof may be denied and an existing permit revoked or suspended if the applicant, permittee, or any individual employed or acting as an agent for an applicant or permittee to deliver cannabis in the City does any of the following:

- (1) Knowingly makes a false statement in the application or in any other reports or other documentation furnished to the City;
- (2) Engages vehicles for delivery that are not maintained or operated in a manner and in a condition required by law and applicable regulations;
- (3) Has been convicted of any offense relating to the use, sale, possession, or transportation of a controlled substance;
- (4) Has been convicted of any felony, convicted of any offense involving moral turpitude, convicted of driving under the influence of alcohol or drugs, or does not possess a driver's license;
- (5) Has been involved in three (3) or more motor vehicle collisions within the year preceding the application;
- (6) Utilizes vehicles or delivery personnel for deliveries, which are not identified to the City in its application;
- (7) Fails to pay required City fees and taxes; or
- (8) Violates any provision of this Section 106-1513.

(h) Suspension and Revocation.

- (1) If the Chief of Police determines that the activities of a holder of a permit issued under this Section 106-1513 are constituting a significant threat to the public health, safety, and/or welfare, the Chief of Police may suspend such permit and the rights and privileges thereunder until a hearing officer renders a written decision on the revocation of such permit.
- (2) The Chief of Police shall give notice of his or her intent to revoke a permit in the same manner as a notice of disapproval and provide the City Clerk with a copy of such notice.
- (3) The hearing for the revocation of the permit shall be set and conducted in the same manner as an appeal of disapproval. The decision of the hearing officer shall be final.

(i) Permittee Obligations. Individuals issued permits under this Section 106-1513 shall have all of the following duties and obligations:

- (1) Comply with all applicable federal, state, and local laws;
- (2) Obtain and maintain a business license from the City;
- (3) Maintain, at all times, all licenses and permits required by state and local laws and provide immediate notification to the Chief of Police if any such state and/or local license and/or permit is revoked or suspended;
- (4) All deliveries must be packaged in compliance with state law;

- (5) Any person who delivers cannabis pursuant to a permit issued under this Section 106-1513 shall keep a copy of such permit in his or her possession while effectuating any and all deliveries pursuant to such permit and shall make such permit copy available to law enforcement, upon request;
- (6) Deliveries shall not advertise cannabis, the name of the permittee, nor any other commercial cannabis activities;
- (7) Deliveries shall be made directly to the residence or business address of the qualified patient or the qualified patient's primary caregiver, upon proof of a valid physician's recommendation or county-issued identification card, issued pursuant to Health and Safety Code Section 11362.712. All other deliveries are prohibited;
- (8) Deliveries shall occur only between the hours of 6:00 a.m. and 6:00 p.m.;
- (9) No permittee shall transport or cause to be transported cannabis in excess of the limits established by the state. Until such limits are established, the limit shall be two (2) pounds of dried marijuana or its cannabis product equivalent;
- (10) All orders to be delivered shall be packaged by the name of the qualified patient or qualified patient if the delivery is made directly to him or her or by the name of both the qualified patient and primary caregiver if the delivery is made to the primary caregiver. All orders shall include a copy of the request for delivery with each package;
- (11) Maintain at all times Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than One Million Dollars (\$1,000,000). Failure to maintain such insurance shall be a ground for denial of an application, suspension of a permit, and or revocation of a permit; and
- (12) By accepting a permit issued under this Section 106-1513, each permittee agrees to indemnify, defend and hold harmless to the fullest extent permitted by law, the City, its officers, agents and employees from and against any all actual and alleged damages, claims, liabilities, costs (including attorney's fees), suits or other expenses resulting from and arising out of or in connection with permittee's operations, except such liability causes by the active negligence, sole negligence of willful misconduct of City, its officers, agents and employees.
- (j) Fees. Applicants and permittees shall pay all applicable fees as set forth by resolution of the City Council. Applicants and permittees shall also pay the amount as prescribed by the Department of Justice of the State of California for the processing of fingerprinting. None of the above fees shall be prorated or refunded in the event of a denial, suspension, or revocation of the application or permit.
- (k) Term. All permits issued pursuant to this Section 106-1513 shall only be valid from the date of issuance through December 31 of the calendar year in which they are issued. The

renewal process for the permit shall be processed in the same manner as the initial application.

- (l) Chief of Police or Designee. Any action required by the Chief of Police under this Section 106-1513 may be fulfilled by the Chief of Police's specified designee.

Sec. 106-1514 Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Division 18 shall be, and is hereby declared to be, a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure Section 731, Article V (Nuisances) of Chapter 1 (General Provisions and Penalties) of the San Fernando City Code, and/or any other remedy available at law.

Sec. 106-1515 Civil Penalties.

In addition to any other enforcement remedies available under the San Fernando Municipal Code, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person who violates any provision of this Division 18. In any civil action that is brought pursuant to this Division 18, a court of competent jurisdiction may award civil penalties and costs to the prevailing party."

SECTION 5. CEQA. This Ordinance is not subject to CEQA under the general rule set forth in Section 15601(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. This Ordinance merely establishes prohibitions on commercial cannabis activities in the City.

SECTION 6. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 7. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 8. Construction. This Ordinance is intended to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. Pursuant to Elections Code Section 9217, this Ordinance shall take effect only if approved by a majority of the eligible voters of the City of San Fernando voting at the Special Municipal Election to be held on March 3, 2020, and shall take effect ten (10) days after the City Council has certified the results of the Special Municipal Election by resolution.

SECTION 10. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published pursuant to California Government Code Section 36933.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this _____ day of _____, 2020.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. 1690 was introduced for a first reading on the 18th day of November, 2019 and approved for a second reading and adopted by said Council at a regular meeting held on the _____ day of _____, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

ATTACHMENT “C”**RESOLUTION NO. 7966****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2019-20 ADOPTED ON JULY 1, 2019**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-20, commencing July 1, 2019, and ending June 30, 2020; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, a copy of which is on file in the City Clerk’s Office, has been adopted on July 1, 2020.

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

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

General Fund:

Fund 001-116-0000-4260:

Increase in Expenditures: \$ 65,000

PASSED, APPROVED, AND ADOPTED this 18th day of November, 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 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: November 18, 2019

Subject: Consideration to Approve an Agreement to Purchase a Citywide Radio System and Approve a Resolution Authorizing the Execution of a Lease-Purchase Agreement with Motorola Solutions, Inc.

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bid requirements and piggyback on the terms and pricing offered to the County of Los Angeles (County of LA Contract# MA-IS-1740313) for a Citywide Radio System through a competitive bid process pursuant to Section 2-802 of the San Fernando City Code;
- b. Approve Resolution No. 7968 (Attachment "A") approving the execution of a Municipal Lease-Purchase Agreement with Motorola Solutions, Inc.;
- c. Approve a Purchase Order for a Citywide Radio System and Related Equipment with Motorola Solutions, Inc., pursuant to the proposal dated November 5, 2019 (Attachment "B");
- d. Approve a 36-month Lease to Purchase Agreement (Attachment "C" – Contract No. 1936) with Motorola Solutions, Inc.; and
- e. Authorize the City Manager to execute the Purchase Order, Purchase Agreement, and all related documents, with Motorola Solutions, Inc.

BACKGROUND:

1. The City has held separate radio systems for the Police Department and for the Public Works Department (which also includes Recreation and Community Services, Water Division and City Hall) since the 1950's.

Consideration to Approve an Agreement to Purchase a Citywide Radio System and Approve a Resolution Authorizing the Execution of a Lease-Purchase Agreement with Motorola Solutions, Inc.

Page 2 of 4

2. In 1991, the City upgraded both systems from low-band frequency to high-band frequency, which increased the City's communication capabilities with surrounding cities that had recently upgraded their radio systems to a high-band frequency.
3. Since 1991, the Police Department and Public Works Department have updated or replaced critical infrastructure related to the radio system as the need arose, but continued to maintain separate systems.
4. Both the Police Department's and Public Works Department's radio equipment are more than 10 years old, while some components are much older, and do not have the capability of easily communicating with other surrounding cities (referred to as "interoperability").
5. In 2017, Police and Public Works Department staff met with representatives of Motorola Solutions Inc. to explore the feasibility of implementing one citywide radio system that services the needs of both Departments and provides the interoperability necessary to effectively respond to emergencies.

ANALYSIS:

The Police Department and Public Works Department currently have separate and differing types of radio systems, which make it difficult to communicate during critical incidents and natural disasters. Further, this creates a lack of critical interoperability during mutual aid and natural disasters with surrounding cities, as well as State and Federal agencies.

The City weathered the 1992 civil unrest and the 1994 Northridge earthquake by making the best of the communication capabilities at the time. On September 11, 2001, coordinated terrorist attacks on the United States caused the loss of thousands of lives at the time of the attacks and during the rescue operations. Some of the lives lost during the rescue operations were attributed to the poor communications between multi-agency rescue operations from local, State and Federal agencies.

On July 4, 2019, a magnitude 6.4 earthquake occurred in Ridgecrest, California. Then on July 5, 2019, a separate magnitude 7.1 earthquake occurred in the same area. Although the epicenter of the earthquakes was more than 100 miles from San Fernando, a flood of cellular traffic locally made it difficult to communicate by cell phone during the immediate aftermath. If an event caused significant damage locally, staff anticipates that cellular service would not be reliable and the City would need to rely on the radio system to communicate.

During the last few months, the Santa Ana winds have caused wind-related damage in and around the City and wildfires in the areas of Sylmar, Granada Hills and Santa Clarita. As a result of the heat and extremely high winds, Southern California Edison (SCE) gave notice to several

Consideration to Approve an Agreement to Purchase a Citywide Radio System and Approve a Resolution Authorizing the Execution of a Lease-Purchase Agreement with Motorola Solutions, Inc.Page 3 of 4

communities, including San Fernando, that the power circuit may be shut down to prevent wind-related fires.

On October 30, 2019, at about 5:30 a.m., SCE shut down the Lopez power circuit, which affected a large portion of San Fernando and the City activated the Emergency Operations Center (EOC). Throughout the day, Public Works field staff updated the EOC on the status of the power outage's impacts, but radio communication between the EOC and Public Works field staff was hampered by the differing radio systems. As a result, most communication took place by cellular phone.

Procuring a new radio system represents a significant investment by the City. The radio system specifications, included in Attachment "B", are the result of extensive research and collaboration with the Public Works Department to ensure that the proposed system meets the City's needs. Police Dispatch equipment, radio repeaters and other infrastructure equipment needed for the radio system equates to 50% of the cost. The remainder of the cost is for vehicle and portable radios, along with miscellaneous equipment and labor. The proposed vendor, Motorola, is the standard communication platform and equipment used throughout Los Angeles County, which will ensure interoperability.

A reliable means of communication is key in allocating resources throughout the City during an incident. The proposed radio system will unite the Police Department and Public Works Department on the same communication platform and will provide interoperability with local, State and Federal Agencies.

BUDGET IMPACT:

The Motorola Solutions, Inc. Municipal Lease program enables the City to finance a new radio system over a four-year period. The amount financed is \$1,999,931.53 with an interest rate of 2.99%, with a total cost of \$2,059,133.67.

The Lease Agreement includes three payments of \$686,377.89, with the first payment due on December 1, 2020. Therefore, there is no impact on the Fiscal Year 2019-2020 Budget. The second and third payments are due on December 1, 2021 and December 1, 2022, respectively. Lease payments will be included in future budget years.

The City is seeking grant funding from the Public Safety Power Shutoff program and other state funding sources that will partially or fully offset the cost of this system. If the City receives grant funds, it will be used to pay off the lease early. There is no pre-payment penalty included in the Lease Agreement.

Consideration to Approve an Agreement to Purchase a Citywide Radio System and Approve a Resolution Authorizing the Execution of a Lease-Purchase Agreement with Motorola Solutions, Inc.

Page 4 of 4

CONCLUSION:

Staff recommends that the City Council waive formal bid requirements, approve the purchase of the City-Wide Radio System and the lease-purchase agreement with Motorola Solutions, Inc. This will allow the City to have an interoperable radio system and to spread the initial purchase over a 4-year payment period.

ATTACHMENTS:

- A. Resolution No. 7968
- B. Motorola Solutions, Inc. Equipment Specifications
- C. Contract No. 1936

ATTACHMENT "A"**RESOLUTION NO. 7968****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE EXECUTION OF MUNICIPAL LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE FINANCING OF THE CITY OF SAN FERNANDO'S ACQUISITION OF CITYWIDE RADIO SYSTEM AND RELATED EQUIPMENT**

WHEREAS, the City Council of the City of San Fernando ("City Council") wishes to authorize the negotiation, execution, and delivery of Municipal Lease-Purchase Agreement between the City of San Fernando and Motorola Solutions, Inc. in the principal amount not to exceed \$1,999,931.53;

WHEREAS, the City of San Fernando (hereinafter, "City" or alternatively "Lessee") is a municipal corporation and general law city organized under the laws of the State of California;

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements;

WHEREAS, Lessee hereby finds and determines that the execution of the Lease for the purpose of leasing with the option to purchase the property designated and set forth in Attachment B to the Lease is appropriate and necessary to the function and operations of the Lessee;

WHEREAS, Motorola Solutions, Inc. (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

SECTION 1. The Lease, in substantially the form as presently before Lessee's governing body, the City Council, is hereby approved and the City Council hereby authorizes the City Manager, the Assistant City Manager or their designee to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the City Council, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of the City Clerk for the City of San Fernando as a public record.

SECTION 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the

intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

SECTION 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of California.

SECTION 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

SECTION 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

SECTION 6. 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 18th day of November, 2019.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



CITY OF SAN FERNANDO

PROJECT 25 TRUNKED SYSTEM

NOVEMBER 5, 2019

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

November 5, 2019

Anthony Vairo
Chief of Police
910 First Street
San Fernando, CA 91340

RE: ASTRO Project 25 Trunked Radio System

Dear Chief Vairo:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of San Fernando quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

To best meet the functional and operational specifications, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the replacement of the conventional system and legacy consoles with a Project 25 trunked system and new MCC7500 consoles:

- One Redundant L-Core Master Site
- One Network Management Client
- Three GTR 8000 Radios
- Auxiliary Equipment (Combiner, Antennas Systems)
- Three MCC7500 consoles
- Networking Equipment
- Spares

Motorola Solution's proposal is conditional upon the City of San Fernando's acceptance of the terms and conditions contained in the Communications System and Services Agreement ("CSSA") included in this proposal, or a negotiated version thereof. Pricing is as set forth in the existing County of Los Angeles Contract MA-IS-1740313 and an additional System Discount incentive will remain valid through December 6, 2019.

Any questions the City has regarding this proposal can be directed to Mike Bravo, Sr. Account Executive at (951) 277-2125, (mike.bravo@motorolasolutions.com).

Our goal is to provide the City with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

MOTOROLA SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read 'Scott Lees'.

Scott Lees
Territory Vice President

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SECTION 1

SYSTEM DESCRIPTION – ASTRO 25 TECHNOLOGY

1.1 ASTRO 25 INFRASTRUCTURE

Motorola Solutions, Inc. (Motorola Solutions) proposes our ASTRO® 25 platform with Integrated Voice and Data (IV&D) to provide secure and reliable communications for the City of San Fernando (the City). ASTRO 25 offers a future-ready, wireless platform that combines a uncompromising, real-world performance and reliability.

ASTRO 25 offers the City a Project 25(P25), standards-based Internet Protocol (IP) solution with a flexible, modular network. ASTRO 25 can expand to accommodate additional radio users, increased geographic coverage, enhanced data applications, and connectivity to other networks, ensuring that the City will have efficient and cost-effective communications for decades to come.

ASTRO 25 also provides advanced call processing capabilities designed to meet the needs of public safety. On an ASTRO 25 network, first responders can share voice and data communications between members of the same team, across an agency, or among different agencies. In addition, the network's centralized command and control capabilities will enable the City to deploy resources, track personnel, and maintain communication security more efficiently and effectively.

The system's P25-compliant IV&D operation allows data traffic to travel seamlessly over the ASTRO 25 radio system, improving in-field efficiency and providing a platform for additional capabilities. By creating a data transport layer capable of supporting both industry-standard IP and customer-developed applications, IV&D will provide the City with a number of important benefits:

- Conserves valuable airtime.
- Increases communications accuracy.
- Allows queries in the field without involving dispatch.

Because ASTRO 25 automatically prioritizes voice communications over data transmissions, the City's personnel will always be able to transmit and receive mission-critical communications.



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1.2 PROPOSED SYSTEM ARCHITECTURE

The proposed ASTRO 25 solution will provide an adaptable and affordable platform for mission critical wireless communications throughout the City's geographic area. The proposed system provides a single-zone architecture. A zone comprises the master site and Radio Frequency (RF) site referred to as the "system" throughout this proposal. The system will support two (2) trunked, TDMA channels supporting four (4) voice paths, allowing multiple users to share channel resources in a single-bandwidth.

The proposed solution consists of the following sites:

- One master site.
- One (1) ASTRO 25 standalone repeater site with RF subsystem.
- One (1) dispatch site.
- One (1) KVL 5000 encryption device
- One (1) backup power system for the master site and repeater site.

The figure titled "System Architecture" shows a graphical view of the proposed system architecture.



City of San Fernando
November 5, 2019

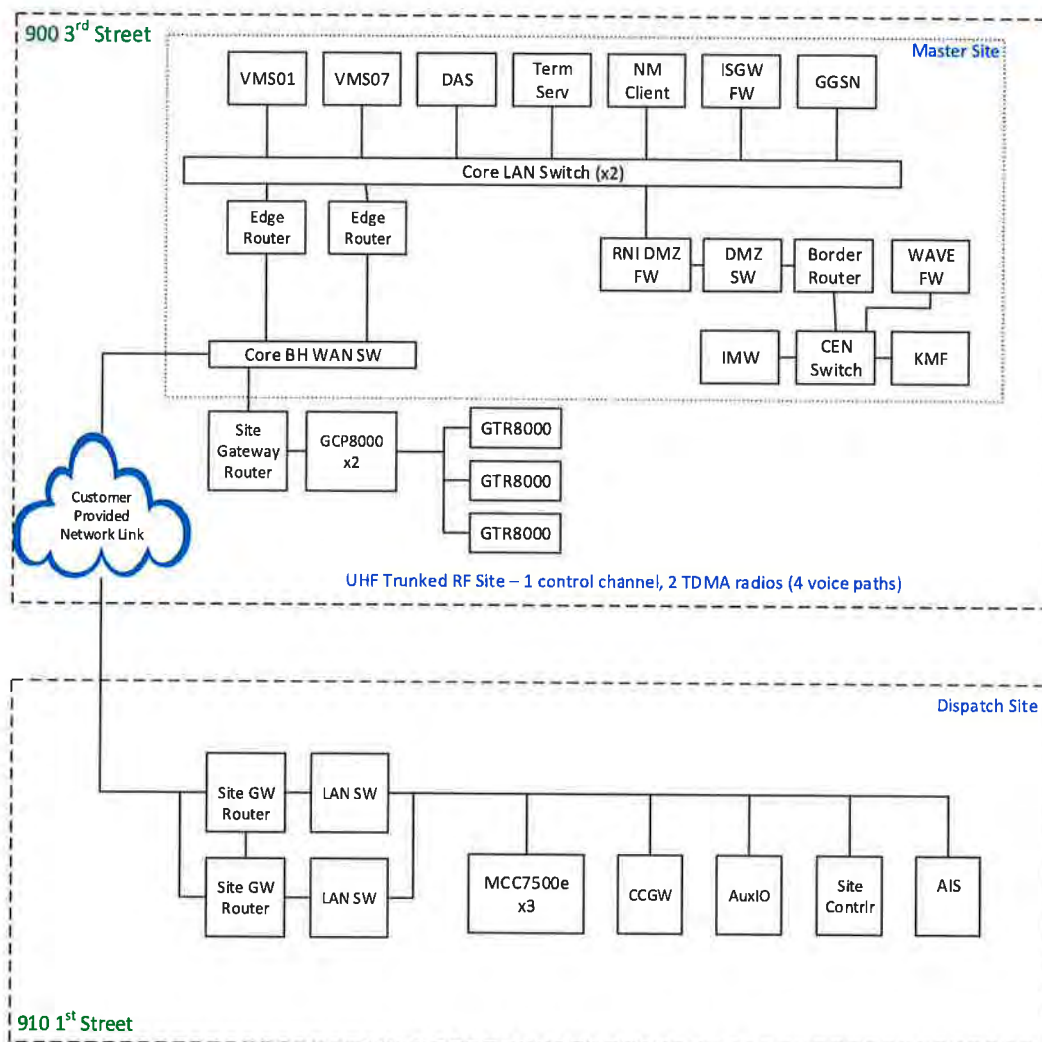


Figure 1-1: The proposed solution will provide the coverage, capacity, and reliability required by the City.

The “master site”—where core equipment is located—provides a central point of control for the operation of the radio communication system. From the master site, the City’s system administrators will have access to the hardware and software components that control call processing, network management, and system configuration. Common Server Architecture (CSA) reduces physical space and individual component requirements at the master site by using Virtual Management Servers (VMSs) to host server applications in a Virtual Machine (VM) environment.

The proposed ASTRO 25 Standalone Repeater (ASR) Site provides base radios to route the City’s voice traffic to the system for distribution to other sites. The base radios also repeat each transmission to support other local user radios. ASR sites support packet data and route data traffic to the site controller. The site controller then routes these data packets upstream to the zone controller for further processing and routing.

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1.3 SYSTEM RESILIENCY

Providing continued communications is an essential goal of the ASTRO 25 platform. Motorola Solutions has tailored its proposed design for the City to optimize the system's resiliency, functionality, and budget for the City's specific environment.

1.4 LEGACY SYSTEM INTEROPERABILITY

Critical communications may come from a variety of sources and equipment. The proposed system will provide the City with a gradual migration path to future system enhancements by supporting the following legacy Motorola Solutions equipment and technologies:

The proposed solution will provide the City with extended interoperability features to connect the proposed system with other elements of the City's communications such as existing control stations and tying in existing auxiliary alarms.

1.5 SYSTEM VOICE AND DATA ENCRYPTION

The proposed system supports end-to-end encryption using the Advanced Encryption Standard (AES) encryption algorithm to ensure that only authorized radios can listen to encrypted transmissions on the network.

The **Advanced Encryption Standard (AES)** is an improvement over Data Encryption Standard (DES) algorithms and uses keys of 128, 192, or 256 bits to encrypt blocks of 128-bit traffic. The Motorola Solutions secure voice solution uses a 256-bit key. AES uses the Rijndael algorithm with symmetric block cipher.

1.5.1 KVL Key File Export

To allow the City's users to share key material without a Key Management Facility (KMF), the KVL Key File Export feature enables users to export key material from a KVL 5000 device to a software-based encryption equipped MCC 7500 console via external media (CD/DVD, USB memory, direct wireline from KVL to console).

This helps users to centrally manage keys without the need to manually duplicate key entry or rekey into an MCC 7500.

1.6 SYSTEM CYBERSECURITY

In addition to system-level security capabilities, ASTRO 25 includes a robust set of cybersecurity service standards that will provide communications continuity and security for the City's system, such as:

- **Secure Network Communications** – Provides secure point-to-point connections between two different machines through Secure Shell (SSH).
- **Secure Network Management** – Secures network traffic between network managers and SNMPv3-enabled elements through the inherent authentication and encryption capabilities of SNMPv3.
- **Backup and Recovery** – Enables the quick restoration of system devices under failure conditions through the centralized management of data backup and restore operations.



- Transparent Element Hardening – Removes nonessential tools, services, and utilities from the Windows Operating System, which could be used by an attacker to gain unauthorized access to system settings or data.

1.7 SYSTEM CAPACITY AND SPECTRUM MANAGEMENT

The level of traffic on the City's system may vary depending on the time of day, day of the week, and emergency situations. Motorola Solutions takes great care to design systems that can meet peak performance levels without requiring resources that remain unused during slow periods. The proposed ASTRO 25 radio system includes features to ensure that resources are efficiently used.

The proposed system will use **P25 Time Division Multiple Access (TDMA)** to divide each channel into two talkpaths, leveraging 2:1 channel efficiency to double talkpath capacity over FDMA using the same radio frequency bandwidth allocation. This enhanced capacity improves the system's Grade of Service, leading to fewer busied calls and faster callbacks during busy situations. The extra bandwidth provided by TDMA can be deployed for more talkpath capacity and packet data services at the same site, or redistributed to other sites on the network.

1.8 SYSTEM VOICE COMMUNICATIONS MANAGEMENT

The successful completion of calls is a vital factor in the ASTRO 25 radio system design. Targeting communications is important for both privacy and efficiency. Some information may be sensitive and intended for a specific person, while other information may be important for an entire group of radio users. Communications that are relevant for one group should not distract another group, and some radio users may need priority over other radio users when the system is busy. The proposed system for the City includes a collection of features to maximize communications availability, target and prioritize communications, and minimize the effort required by radio users to complete calls.

The zone controller manages call processing in the system. If a zone controller failure prevents channel requests from being acknowledged, the Automatic Retry feature will continue sending channel requests from the individual user radio until the request is acknowledged, or until a total of 16 automatic retries occur. If a radio user presses the push-to-talk (PTT) button and fails to find an open channel, Busy Queuing/Call Back will deliver a busy tone and place the call into a busy queue. As channels become available, they will be assigned to calls in the queue using pre-assigned priority levels. Radio users will be notified of the assigned channel through a call-back tone.

To ensure uninterrupted communications, Recent User Priority will give priority over other radio users to radio users who have been recently assigned a voice channel. Recent User Priority will provide priority system access for up to 10 seconds between transmissions to a talkgroup engaged in a conversation. Misdirected Radio Protection uses embedded signaling to ensure a radio from one talkgroup cannot accidentally be assigned to a voice channel being used by a different talkgroup. If a user radio is accidentally assigned to a different talkgroup channel, the radio will recognize that it has been assigned incorrectly and automatically revert to the control channel. With Continuous Assignment Updating, the control channel will continue to transmit the channel assignment for as long as a talkgroup is using an assigned channel. This ensures a radio just coming into service will be sent to the appropriate voice channel to join the rest of its talkgroup. Radio Talkgroup Muting will allow the radio user to mute all voice traffic for the currently selected talkgroup, including emergency voice received. The radio can be



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automatically unmuted by the dispatch operator or another radio user by sending the muted radio a Call Alert.

The proposed system provides the City with 10 Priority Levels, allowing system administrators to segment radio users according to their communications needs. Priority 1 is always reserved for emergencies. Priorities 2 through 10 can be assigned on a per radio or talkgroup basis. These priorities are only applicable when the system is busy. Priority Monitor allows the radio user to scan talkgroups in their system, and mark up to two talkgroups in their scan list as Priority. A non-priority conversation will be interrupted by Priority 1 or Priority 2 talkgroup activity.

Dispatch operators can selectively call and carry on a Private Call with another individual radio, as long as that radio is not already engaged in another Private Call. The calling radio receives an acknowledgment of a successful Private Call. If the receiving radio has a display, it shows the calling party's radio ID. To protect channel availability for mainstream operations, Private Call management can control how many resources are dedicated for private calls at a trunking RF site. The system administrator can pre-configure and limit the number of simultaneous private calls that are active at a particular site, or even disallow private calls entirely.

Dispatch operators can make a simultaneous call to multiple talkgroups, with all radios configured for talk-back capability. Dispatchers can program this Multi-Group Call to operate in one of two ways:

1. The requesting radio user waits for all requested talkgroups to finish all calls in progress.
2. The requested call immediately interrupts other conversations in progress without waiting for active radio users to de-key. Radio users who are transmitting on a voice channel do not hear the call until they de-key.

The proposed system provides a dispatch function called Dispatch Console/Talkgroup Merge to allow multiple talkgroups to operate together on one voice channel, improving channel efficiency.

The proposed system allows the City to establish Conventional Talkgroups to separate voice communications between multiple agencies sharing an RF conventional channel. Radio users and dispatch operators using the same talkgroup can communicate with each other, while radio users from other talkgroups on the same channel cannot hear them.

1.9 SYSTEM DATA COMMUNICATIONS MANAGEMENT

The proposed system's Project 25-compliant Integrated Voice and Data (IV&D) operation allows data traffic to seamlessly use the City's ASTRO 25 radio system, improving in-field efficiency. The IV&D service creates a data transport layer capable of supporting both industry-standard IP and customer-developed applications.



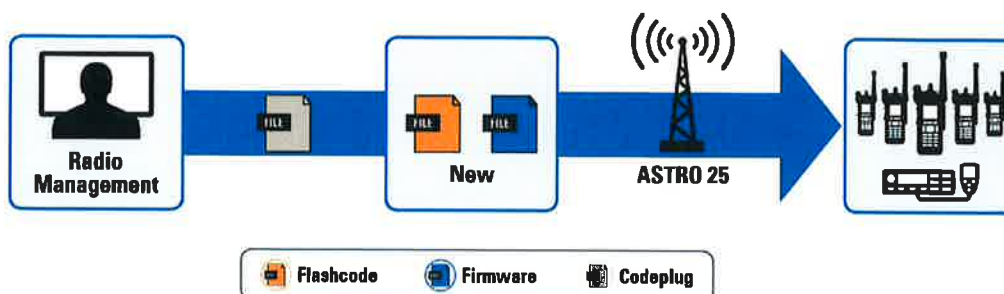


Figure 1-2: Firmware Download Process

1.10 SYSTEM CONFIGURATION MANAGEMENT

The ASTRO 25 system will provide the City's system administrators with a centralized approach to configuring the proposed system.

With the Unified Network Configurator (UNC), the City's system administrators will be able to configure networks and devices in the ASTRO 25 system through easy editing screens and configuration "wizards." Role-based radio user setup, auto discovery of devices/configurations, and minimized data entry reduces configuration errors and initial configuration time. Personnel can quickly access historical configuration and forensic information, and quickly roll back to previous configuration versions, if necessary.

The UNC can direct comparison between the current system configuration with any planned changes, simultaneously displaying the configurations and enabling the scheduling of any changes for distribution during off hours, minimizing the impact of system changes on communications. The UNC is highly secure, supporting SSH and SNMP passwords and providing an automated mechanism to seamlessly roll passwords and passphrases.

The Provisioning Manager (PM) enables the City's system administrators to provision the infrastructure and devices in the ASTRO 25 radio system through a GUI. The PM offers a well-rounded set of features:

- **Streamlined Web-Based Graphic User Interface** – Requires fewer keystrokes to manage critical information. Provides a central point for the configuration of operational parameters for mobile and portable radios, dispatch operator positions, and system administrators.
- **Batch Creation of Radios and Talkgroups** – Minimizes data entry and reuses configuration information through "Multi-Instance Creation."
- **Enhanced Agency Partitioning** – Allows system administrators to define data partitions of system management resources among various agencies and radio users.
- **Provisioning Manager Audit** – enables stricter enforcement of system policies and provides an efficient way of troubleshooting configuration issues. Allows the system administrators to navigate between an audit record and the corresponding configuration record.
- **External Provisioning Manager Interface** – Provides an interface that partners with an identified third-party vendor (Genesis, MCM, Premier One, NGI) to provide an integrated solution for critical customer applications on the system, such as, Asset Management, Billing, and Fleet Mapping applications.
- **Radio and Radio User fields Combined into One Window** – Provides efficient management of user radio provisioning by eliminating the need to enter device information multiple times.
- **Import/Export Capabilities** – Offer a convenient mechanism to export and import data from external applications using .csv protocol.

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With the PM's integrated database, system administrators are required to enter data only once, improving accuracy, saving time, and maintaining data integrity.

1.11 SYSTEM PERFORMANCE MANAGEMENT

The ASTRO 25 performance suite will enable the City's system administrators to monitor, manage, and report on system performance in near real-time, as well as proactively plan for expansion. The performance suite comprises both Motorola Solutions and third-party management applications that are certified, integrated, and supported by Motorola Solutions. Together, these applications provide a complete picture of how the system is operating.

1.12 SYSTEM FAULT MANAGEMENT

System performance depends on the proper functioning of the system's software and components. The proposed system includes the following features to facilitate the detection, isolation, and resolution of events that are reported by system components.

The Unified Event Manager (UEM) provides critical fault management, including processing and presentation of events that are sent by managed devices. Historical and real-time traffic screens will give the City's system administrators access to radio events, radio status, and any device alarms.

The UEM supports the following main functions:

- **Device discovery** – The UEM is optimized to quickly discover the managed devices in the system.
- **Fault management** – Fault management in the UEM includes processing and presentation of events sent by a managed device.
- **Supervision** – The UEM periodically checks its ability to communicate with the devices it manages.
- **Synchronization** – The UEM performs synchronization automatically, by validating the health of a device with the information stored in the fault management database.

The UEM will provide secure communications with the City's managed devices. If a loss of communication with a managed device occurs, that failure will be reported to the UEM, which will alert administrators according to the severity of the event. The UEM's alarm view dynamically updates based on the condition of the reported device (that is, the alarm will be cleared from the alarm view when a device sends a clear event to the UEM).

The UEM Simple Network Management Protocol (SNMP) Element Management Toolkit enables third-party vendors to define SNMP messages between their devices and the UEM, allowing system administrators to monitor faults on critical third-party devices directly from the UEM.

1.13 SYSTEM ALERTING CAPABILITIES

Certain circumstances require the immediate alerting of personnel. Whether a specific individual or an entire group of radio users needs to be notified, the proposed system will provide the City with the capabilities needed to alert dispatch operators and radio users of important information and critical situations.

The Call Alert feature uses the control channel to enable a dispatch operator or radio user to page another dispatch position or individual radio without affecting voice channel capacity. Call Alert sounds a tone on



the receiving radio and returns an acknowledgement to the initiating radio. If the receiving radio is in a voice call, the alert tone sounds in the background, so the voice message continues to be clearly heard.

The Emergency Alarm and Emergency Call features provide the alerting capabilities needed for critical situations. With Emergency Alarm and Emergency Call, a radio user can quickly inform the dispatch operator of a life-threatening situation. The simple press of the radio's emergency alarm button sends an audible and visible alarm and the user radio's ID to the dispatch operator and, potentially, other talkgroup members.

**ALERT DISPATCH OF AN
EMERGENCY WITH THE
PUSH OF A BUTTON**

The dispatch console receives immediate notification, even when the system is busy, and an available channel is assigned immediately to the emergency call. If the system is busy, the City's dispatch operators will be able to choose between two alternatives for handling emergency traffic:

- **Top of the Queue** – The emergency caller is put at the top of the busy queue. As soon as the first radio user on any channel de-keys, the emergency caller is assigned that channel. This approach prevents contention for the channel.
- **Ruthless Preemption** – The zone controller re-assigns the channel with the lowest priority call to the emergency caller—a feature unique to Motorola Solutions trunking systems.

1.14 SYSTEM COMPONENTS

An ASTRO 25 radio system is comprised of a master site and one or more radio frequency sites. This section provides descriptions of the components at each location.

1.14.1 Master Site Core Components

The equipment at an ASTRO 25 master site provides an adaptable and affordable platform for mission critical wireless communications in a scalable and virtualized configuration. The master site equipment comprises the system's core components, including a common server architecture (running the applications that provide command and control for the system) and LAN switches (routing information to and from the master site to the radio frequency sites that provide system coverage).

1.14.1.1 Common Server Architecture

A master site's Common Server Architecture (CSA) deploys server applications with the Linux/Windows operating systems on a HP DL380 Virtual Management Server (VMS) host. The VMS hosts the following server applications through VMware in a Virtual Machine (VM) environment:

- **Air Traffic Router (ATR)** – Captures data exhibited by Affiliation Display, Dynamic Reports, Historical Reports, Radio Control Manager (RCM) Reports, and for systems with the Inter-RF System Gateway (ISGW) employing the ISSI 8000/CSSI 8000 feature. The ATR also captures foreign talkgroup and foreign Subscriber Unit Identifier information for ZoneWatch to display.
- **Backup and Recovery (BAR) Server** – Backs up and restores critical data.
- **User Configuration Server (UCS)** – Stores information about user radios, talkgroups, critical sites, and security information.
- **Zone Database Server (ZDS)** – Exports infrastructure and subscriber information it receives from the User Configuration Server (UCS) to consoles and site gateways (conventional channel interface).
- **Zone Statistics Server (ZSS)** – Provides database storage of statistics and back-end processes required for zone-level functions.
- **Zone Controller (ZC)** – Provides centralized control for call processing and mobility management functions.



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- **License Manager** – Stores and manages software licenses.
- **Unified Event Manager (UEM)** – Provides fault management.
- **Unified Network Configurator (UNC)** – Provides controlled and validated configuration management of system devices.
- **Centralized Event Logging Server (Syslog) Server** – Captures Operating System (OS) events generated by most devices in the Radio Network.
- **Unified Network Configurator (UNC) Device Server (UNCDS)** – Enables the UNC to manage up to 15,000 devices.
- **System Statistics Server (SSS)** – Stores and provides statistical data for the system.
- **vCenter Appliance** – Manages all fault tolerant Packet Data Gateways (PDGs) and ATRs.
- **Network Management (NM) Client** – Provides a virtual workstation for system administrators and technicians to use for various system-related tasks.

1.14.1.2 Firewall

A firewall provides network boundary enforcement and attack detection features. The firewall restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration. All undefined traffic is discarded.

1.14.1.3 LAN Switches

The master site includes one or more LAN switches. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core.

1.14.2 Radio Frequency Site Component Descriptions

An ASTRO 25 Radio Frequency (RF) site supports a wide variety of configurations to meet critical communications requirements for present and future communication needs. Depending on the RF site configuration, each RF site has several different components. The following components are included in the RF sites provided as part of our solution for the City.

1.14.2.1 Enhanced GGM 8000 Conventional Channel Gateway

Enhanced Conventional Channel Gateways (ECCGWs) connect dispatch operators to analog or digital conventional channels in the system. Up to 16 conventional channels can be connected to the eight analog and eight V.24 ports on a GGM 8000-based ECCGW in any mixture of analog, MDC 1200 digital or mixed mode.

In addition to the 16 channels supported on the analog and V.24 ports, the ECCGW can support up to 16 digital conventional channels through its IP port. Mixed mode channels must use a V.24 port for the digital portion.



Figure 1-3: Enhanced GGM 8000 Conventional Channel Gateway - Connects dispatch operators to analog or digital conventional channels in the system.



1.14.2.2 G-Series Site Components

G-series site equipment uses a standard chassis (see the figure titled "G-Series Chassis") for individual site components. Six basic modules create the entire G-series platform, resulting in reduced spare parts inventory. Modules have front access to improve serviceability with hot-swap support to ensure channels are back on the air in minimum possible time. Standard battery revert and charging capability is built into every G-series power supply. Integrating these capabilities eliminates the need for a large uninterrupted power supply and saves valuable site space.



Figure 1-4: G-Series Chassis – A single chassis and six basic modules create the entire G-series platform, resulting in reduced spare parts inventory.

- **GTR 8000 Site Repeater/Base Radio** – The GTR 8000 base radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing through Configuration/Service Software (CSS). The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or receive multicoupler/low noise amplifier.
- **GCP 8000 Site Controller** – The GCP 8000 Site Controller is used at an ASTRO 25 trunking site to assign voice and data channels, manage and report alarms on site resources, provide Ethernet switching capability, and provide a frequency reference to GTR 8000 Base Radios. The frequency reference is provided either via a GPS receiver or an ultra high stability oscillator. The nature of these frequency references eliminates or minimizes site visits for frequency tuning servicing.
- **GCP 8000 Conventional Site Controller** – The GCP 8000 Conventional Site Controller provides mission critical call processing and mobility management throughout the ASTRO 25 conventional system. The GCP 8000 interfaces through the Ethernet LAN switch, providing access to the packet switched network through the core gateway. Equipped with a single controller module, the GCP 8000 can support the full set of dispatch consoles, archiving interface servers, and conventional gateways.

1.14.2.3 Dual Remote Site Link Switches

In a dual remote site link configuration, two switches are used so that there is no single point of failure for the remote site's entire IP network.

1.14.2.4 Dual Remote Site Link Routers

The remote site access routers, located at the prime site, provide the IP network routing interfaces between the prime site and all of the remote sites. In the dual remote site link configuration, two remote site access

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routers each serve as the endpoint for one of the remote site's Wide Area Network (WAN) links. The remote site access routers support T1, FT1, E1, FE1 and Ethernet links.

1.14.2.5 GGSN Router

Motorola Solutions' General Packet Radio Service (GPRS) Gateway Service Node (GGSN) router provides for the internetworking between the ASTRO 25 data system and the Customer Enterprise Network (CEN), allowing for independent management of IP addresses across networks.

The GGSN router handles the IP routing services in support of end-to-end IP data messaging. These services include Static and Dynamic IP addressing, IP fragmentation, and ICMP error reporting messaging for diagnostics and troubleshooting.

1.14.2.6 TRAK 8835 Site Reference

The TRAK 8835 Site Reference is a GPS-based frequency and time reference. The TRAK 8835 Site Reference device is certified only for use at an ASTRO 25 repeater site and circuit-based or IP-based analog-only voting subsystems.

1.14.2.7 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) connects base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors. For the receivers, this can include duplexers, site preselectors, and multicouplers.

1.14.2.8 Network Time Protocol Server

The Network Time Protocol (NTP) Server performs time-synchronization of devices on a network. Time synchronization is critical because activities to manage, secure, and troubleshoot network devices often involve determining the timing of the alarms, events, and other information captured by the event logs and software applications that manage and support the system. The NTP can provide synchronization within several milliseconds of Coordinated Universal Time (UTC), and NTP servers often employ Global Positioning System (GPS) receivers to provide time synchronization.

1.14.2.9 Site LAN Switch

The site LAN switch provides a LAN interface for site equipment and a LAN port for the site gateway. Through the switch, the service technicians gain access to service the site, and also access to the system's Graphical User Interface (GUI).

1.14.2.10 Terminal Server

The Terminal Server provides serial access to Network Management (NM) servers and network transport equipment in the Radio Network Infrastructure (RNI). The terminal server has a separate direct RS-232 connection to each of its supported devices. In the event of a major failure, the Terminal Server provides dial-up access for troubleshooting. This interface is intended exclusively for Motorola Solutions Service personnel.



1.14.2.11 KVL 5000 Key Variable Loader

The KVL 5000 is a P25 communications encryption device that delivers greater flexibility for programmers to secure their radio channels, leading to less interruption in the City's workflow. As the only key loader that employs a hardware protected keystore, the KVL 5000 is used to generate, transport, and load encryption keys to secure user programming and critical information with a physical encryption solution at the highest level.

The KVL's one-handed build features a sleek, responsive UI with quick start for a more efficient key loading process. This device integrates with Motorola Solutions' Key Management Facility (KMF) by provisioning radios to use Over-the-Air-Rekeying (OTAR).

The KVL 5000 brings enhanced capabilities and greater performance to the City's operators with the following core features:

- Purpose-Built
 - Ruggedized design with IP54, MIL-STD certification for use in demanding environments.
 - Increased responsiveness and efficiency, with large, accessible touch display and quick startup for fast engagement.
- Efficient Operation
 - Power saving operation to ensure the KVL 5000 is ready for use in emergency situations.
 - Battery power up to 10 hours of normal key load use.
 - Sleep, standby, and power-off modes available.
- Compatibility
 - Key sharing and backwards compatibility with previous Motorola Solutions KVL models (KVL 4000 to KVL 5000, KVL 3000+ to KVL 5000).



Built on the strong foundation of Motorola Solutions' KVL 4000, the KVL 5000 maintains feature parity by supporting the following capabilities:

- FIPS 140-2 Level 2 compliant.
- Hardware protected keystore.
- Auto keyload and multiple keyload.
- Ability to keyload while KVL is charging (no minimum charge required).
- Key generation.
- KMF support, with UKEK provisioning, store and forward.

1.15 SECTION TITLE

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide the City of San Fernando with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides the City of San Fernando with sophisticated network management and easy migration to future capabilities.

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1.16 DISPATCH CONSOLE CONFIGURATION FOR THE CITY OF SAN FERNANDO

The proposed console will interface seamlessly with the City's ASTRO® 25 system.

The proposed solution offers the City three (3) dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.



Figure 1-5: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

1.17 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.



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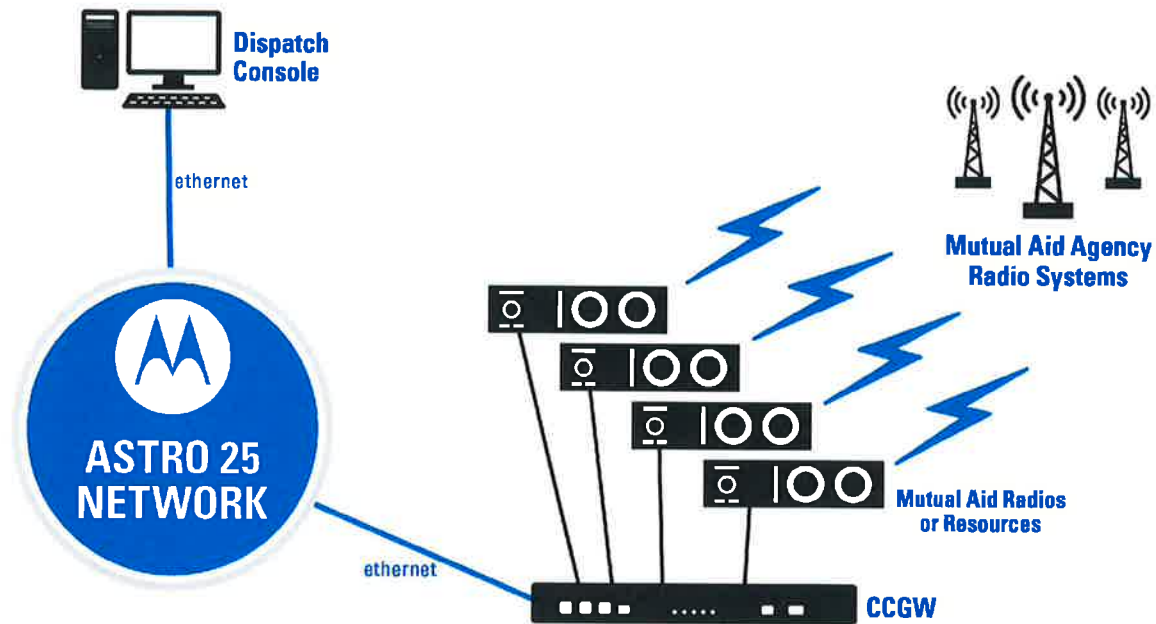


Figure 1-6: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.17.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into the City's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to the City of San Fernando.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.17.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to the City's needs.

Dual Site Link

The proposed console site for the City is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and the City's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

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The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

1.18 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.18.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.18.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.18.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting



a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.18.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between the City's dispatch and first

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responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.18.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).



1.18.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.18.7 MKM 7000 Console Alias Manager (CAM)

The MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases displayed on dispatch positions. It enables agencies that share a radio system to change aliases displayed on their dispatch positions and logging recorders without affecting the aliases displayed at the other agencies on the system.



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A typical console uses many types of aliases to provide meaningful, descriptive names instead of numeric ID numbers for different resources on the console, such as:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Frequencies on multi-frequency conventional channels
- Private Line (PL) codes on conventional channels
- Predefined pages
- Radio unit IDs (also called radio PTT IDs)

The CAM supports aliases for radio unit IDs on ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced SECURENET conventional systems. When SmartX site converters are used with SmartZone or SMARTNET systems, the CAM supports aliases for those types of radio unit IDs as well.

The CAM does not support aliases for systems connected through an ISSI link or non-Motorola Solutions consoles connected through a CSSI link.

1.19 CAPTURING AND LOGGING AUDIO

The proposed console system includes a logging recorder subsystem that enables the recording and replay of audio and other information associated with real-time conversations over the network. These capabilities provide the City's personnel with clear audio and enough information to easily understand the context and content of any recorded transmission.

This proposal includes the *support for* logging recorders that record 120 simultaneous conversations coming through the Archiving Interface Server (AIS). *This proposal does NOT include the logging recorder itself.*

1.20 PROTECTING CONSOLES AND COMMUNICATIONS

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that the City's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.20.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.20.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.



1.20.3 Securing Communications at the Logging Recorder

Not only are real-time communications encrypted, encryption extends to call logging to ensure that even recorded communications are not vulnerable to retrieval by unauthorized people. The AIS can support different encryption algorithms simultaneously.

Like the dispatch console, the AIS also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. A user can access only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

1.21 INCORPORATING CONSOLE CONFIGURATION AND MANAGEMENT

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides the City with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.22 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.22.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

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THE MCC 7500E DISPATCH CONSOLE

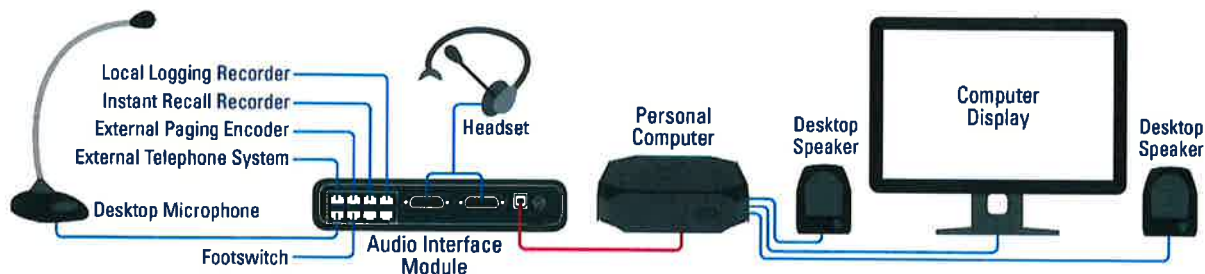


Figure 1-7: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 22" Computer Display without TouchScreen capability.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.



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Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.



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SECTION 2

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03515AA	ADD: NEW ZONE CORE
1	CA03507AA	ADD: RACK
1	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SI
1	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY
1	UA00152AA	ADD:500 RADIO USER LICENSES
1	UA00700AA	ADD: GROUP SERVICES
2	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO
1	T8597	ASTRO 2019.1 CLIENT
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSF1DC108V	18.5INCH WIDESCREEN RACK CONSOLE WI
1	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES -
1	DSTS453BE4GUS	QNAP J3455 QUAD CORE BAY DRIVE WITH
1	CLN1868	2930F 24-PORT SWITCH
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INC
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	T8476B	KVL 5000
1	CA03358AA	ADD: ASTRO 25 MODE
1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGE
1	PMKN4012B	PORTABLE PROGRAMMING CABLE
1	PMKN4012B	PORTABLE PROGRAMMING CABLE
1	CB000262A01	CABLE,MICRO USB PROGRAMMING CABLE
1	PMPN4119A	CHARGER,CHGR VEHICULAR ADAPTER EXT
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	T8586	FORTINET FIREWALL APPLIANCE
1	DSK3R64AA	HP 9.5MM SLIM SUPERMULTI DVD WRITER
1	DLN8006	FRU: DL380 G10 POWER SUPPLY
1	DLN8007	FRU: DL380 G10 FAN
1	DLN6942	1.2 TB HARD DRIVE
1	DLN8013	FRU: DAS 4525 CHASSIS ONLY

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QTY	NOMENCLATURE	DESCRIPTION
1	DLN8014	FRU: DAS 4525 POWER SUPPLY
1	DLN8015	FRU: DAS 4525 CONTROLLER MODUL
1	DLN8016	FRU: DAS 4125 JBOD MODULE
1	DLN8017	FRU: 600GB HARD DRIVE, DAS 452
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1869	2930F 48-PORT SWITCH
2	T8492	SITE AND HUB ROUTER AND FIREWALL- A
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
1	T8343	GSERIES SOFTWARE LICENSING
1	UA00405AA	ADD: GSERIES SC-P25 TRNK MS IP
1	T7039	GTR 8000 Base Radio
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA03111AA	ADD: CEC COMPLIANCE



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QTY	NOMENCLATURE	DESCRIPTION
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343	GSERIES SOFTWARE LICENSING
3	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DLN6896	FRU: PA UHF R2
1	DLN6887	FRU: XCVR UHF R2 V2 PWR EFF OPT CRD
1	DLN1374	FRU: CABINET LNA MODULE UHF 435-524
1	DLN1375	FRU:UHF 435-524 MHZ SITE LNA MODULE
1	DLN6805	FRU: ENERGY EFFICIENT POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
3	UA00653AA	ADD: BASIC CONSOLE OPERATION
3	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
3	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
3	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
3	UA00658AA	ADD: SECURE OPERATION
3	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
3	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
3	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH
3	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
3	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
6	B1952	SPEAKER, DESKTOP, USB
6	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
6	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
6	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
3	B1941	USB AUDIO INTERFACE MODULE
3	B1951	MICROPHONE, DESKTOP, USB
3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
6	B1913	MCC SERIES HEADSET JACK
3	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
3	BDN6647G	MEDIUM WEIGHT SINGLE MUFF HEADSET W
3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
3	T7885	MCAFFEE WINDOWS AV CLIENT
3	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNE

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QTY	NOMENCLATURE	DESCRIPTION
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
3	DQG20GB612	POWER STRIP 6 OUTLET 15A 125VA
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE AND HUB ROUTER AND FIREWALL- A
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	BVN1013	MKM 7000 Console Alias Manager Soft
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE S
1	CA00182AB	ADD: AES ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
2	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LI
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
2	T8492	SITE AND HUB ROUTER AND FIREWALL- A
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	B1941	USB AUDIO INTERFACE MODULE
2	B1952	SPEAKER, DESKTOP, USB



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QTY	NOMENCLATURE	DESCRIPTION
3	B1951	MICROPHONE, DESKTOP, USB
6	B1913	MCC SERIES HEADSET JACK
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	NPI_000004	PLACEHOLDER Multicoupler, UHF custom 16 port
1	NPI_000173	PLACEHOLDER Combiner, UHF custom 6 port
1	NPI_000224	DEFAULT ANTENNA
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
75	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
3	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
3	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	NPI_000224	DEFAULT ANTENNA
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
75	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
3	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
3	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

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QTY	NOMENCLATURE	DESCRIPTION
1	DSLMTXFX4502BD	48V, 450A DC power system housed in a standard rack
1	DQWLEXL8KSNFR	Exeltech 17kW inverter system
6	DSLMTXFX7548VZE1T	48V, 75A LMHF RECTIFIER (T)
1	DSWLBG1496ST	1496 AH 48 VDC BATTERY
5	DSSP4KCDPD50B1	50 AMP BREAKER FOR TYPE CDPD



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SECTION 3

STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		

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Tasks	Motorola Solutions	Customer
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	



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Tasks	Motorola Solutions	Customer
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Assemble required subsystems to assure system functionality.	X	
Inventory the equipment with serial numbers and installation references.	X	
Deliverable: System staged and ready for shipment.		



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Tasks	Motorola Solutions	Customer
Equipment Shipment and Storage		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove and transport old equipment to a customer designated location.	X	
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts	X	
Install transmission lines required for system.	X	
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.	X	



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Tasks	Motorola Solutions	Customer
Deliverable: Antenna and Transmission Line installed.		
ASTRO 25 Core and Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system to support the new RF sites.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load subscriber IDs in the Zone Controller.	X	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Integrate the RF sites into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		



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Tasks	Motorola Solutions	Customer
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		



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Tasks	Motorola Solutions	Customer
Cutover		
Finalize Cutover Plan.	X	X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	



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Tasks	Motorola Solutions	Customer
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

3.1 ASSUMPTIONS

- All sites or equipment locations will have sufficient space available for the system described.
 - This includes available space for proposed MCC 7500 dispatch positions, cables, and cable entry ports.
 - The City is responsible for providing the space required for the rack(s) containing all the backroom equipments for the MCC7500 console.
- All sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
 - It is assumed that the City will provide AC power to all units.
 - The City is responsible for providing open conduit space for Motorola to route and install CAT6, RF and ground cables.
 - The distance between the MCC7500 Console VPM and the location of the backroom equipment will be < 300 ft.
- Any site/location upgrades or modifications are the responsibility of the City.
- Where applicable, approved FCC licensing will be provided by the City.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of the City.
- Motorola does not recommend the use of unlicensed PTP microwave for Public Safety use for the MCC 7500 subsystem.



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- Motorola's MCC 7500 subsystem design requires the City to provide Ethernet links between the dispatch center and the Master site of the system. The City is responsible to provide, configure, test, maintain and demark these links within 20' of the proposed MCC 7500 rack and/or equipment.
- All connections from the dispatch site to the master site will be available and tested to meet the Motorola requirements and specifications.
- Where necessary, the City will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
- Motorola's MCC 7500 design is built with dedicated workstations for each MCC 7500 operator positions. The Motorola provided computers will not be configured to share/support CAD, E911 network or any other third party applications.
- Motorola Solutions will transport existing third party (non-Motorola) console racks and equipment if any to a customer designated area.
- Any required system interconnections not specifically outlined here will be provided by the City.
- The City dispatch center site will be able to accommodate the 2 new antennas and associated lines as required for the system.
- The City is responsible for providing the audio connection between the existing loggers and the new dispatch solution.
- No new logging solution is included with this proposal. Also, no services are included to upgrade/configure the existing logging solution to be connected to the new Motorola system.
- Motorola work will be completed during non-holidays Monday – Friday during normal business hours, 8:00 am – 5:00 pm.

3.2 PROJECT SCHEDULE

The estimated time for completion of the project is 10 months from Project Kickoff through Final Project Acceptance. A final project schedule will be developed based upon mutual agreement between Motorola and the City at the detailed design review (DDR).

3.3 WARRANTY SERVICES

To maintain the City equipment, Motorola will provide Warranty Services per our Standard Warranty terms and conditions as outlined in the Contract section within this proposal.



SECTION 4

TRAINING

4.1 TRAINING OVERVIEW

Partnering with Motorola Solutions will enable the City of San Fernando to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the City is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the City's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the City to tailor a final training plan to enable the City's organization to operate, configure, and manage the proposed solution effectively and efficiently.



4.2 MOTOROLA SOLUTIONS TRAINING

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

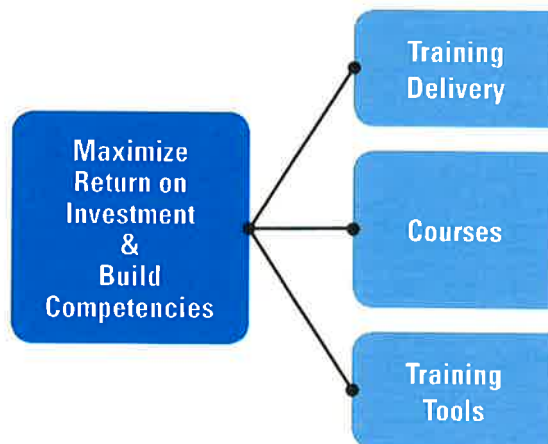


Figure 4-1: Build the competencies of the City's personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

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4.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer four interactive methods of training: Online Self-Paced, Virtual Instructor-Led, Instructor-Led, and our *new* Integrated Training Environment.



Figure 4-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is “tailored” to the customer’s specific system. We are providing classes which are not offered as standard “Open Resident” classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and



are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

4.2.2 Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advances skills.

General overviews of product and/or solution training offered are listed below:

Foundational Radio and Networking Training

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

ASTRO 25 Infrastructure Training Courses

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

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ASTRO 25 Patch Management Training Course

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

MCC Console Training Courses

MCC Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

APX Mobile and Portable Radio Training Courses

APX Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

Digital Evidence Management Solution (DEMS) Training Courses

Digital Evidence Management Solution Training provides participants with a high-level overview of the DEMS solution. The CommandCentral Vault Field Workshop Solution training and Video Camera training are conducted with a combination of hands-on lab activities, demonstration, and discussion that provide an in-depth learning experience for participants, enabling them to make the most effective use of their solution/device.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.



4.2.3 Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 4-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table 4-1: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

Interactive End User Tool Kit (iEUTK)

The Interactive End User Tool Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the iEUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using tool kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the iEUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog:

<https://www.motorolasolutions.com/content/dam/msi/docs/services/learning/2018-na-learning-catalog.pdf>

4.3 PROPOSED TRAINING FOR THE CITY OF SAN FERNANDO

In order to achieve the training goals identified by the City, we propose the following courses.

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It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

4.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500E Console Operator and Admin with MKM7000 3 Training Consoles Ratio: 2 per console Course#: AST1054 (Instructor-led)	Dispatch Supervisor	1 (8 hour) session	1 day	San Fernando, CA	Prior to cutover	2
MCC7500E Console Operator 3 Training Consoles Ratio: 2 per console Course#: AST1053 (Instructor-led)	Dispatchers	2 (4 hour) sessions	1 day	San Fernando, CA	Prior to cutover	6 (3 per session)

4.3.2 Radio Operator Training Plan – Train-the-Trainer

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
APX8000 Portable (Model 3) and APX8500 Mobile Models (05 & 07) Radio Operator Utilizing the Interactive End User Tool Kit Course#: AST1059 (Instructor-led)	Trainers	1 (8 hour) session	1 day	San Fernando, CA	Prior to Training users	15



4.3.3 Course Descriptions for the City of San Fernando

Course descriptions for the City are included on the following pages.

MCC7500 Console Supervisor

Course Synopsis and Objectives:	<p>This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. ▪ Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<ul style="list-style-type: none"> ▪ Introduction ▪ Configurations ▪ Folders and Resource Setup ▪ Customizing Folders ▪ Auto Starting the MCC7500 Dispatch Console ▪ Editing Preferences ▪ Configuring the Toolbar ▪ Setting Up Aux IOs ▪ Resource Groups



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4.3.3.1 MKM7000 Console Alias Manager (CAM)

Course Synopsis and Objectives:	<p>This course provides participants with an introduction MKM7000 feature, its basic operation, recommendations and assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console alias configuration.</p> <p>After completing this course, the participant will be able to understand:</p> <ul style="list-style-type: none"> ▪ A high level view of the system alias configuration ▪ A High-level overview of the customer system alias configuration ▪ General console alias management requirements ▪ Proper operating procedures for the MKM7000
Delivery Method:	ILT – Instructor Led Training
Duration:	4 hours
Participants:	<ul style="list-style-type: none"> ▪ Dispatch Console Operators ▪ Supervisors ▪ System Administrators ▪ Support Personnel
Class Size:	Class Size may vary by region.
Prerequisite:	None
Curriculum:	<ul style="list-style-type: none"> ▪ Overview ▪ Alias Options ▪ Creating Alias Folders ▪ Creating Trunked Unit Aliases ▪ Creating Conventional Unit Aliases ▪ Working with Aux IOs ▪ Troubleshooting

4.3.3.2 MCC7500 Console Operator

Course Synopsis and Objectives:	<p>This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>After completing this training course, you will be able to:</p> <ul style="list-style-type: none"> ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. ▪ Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None



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Curriculum:	<ul style="list-style-type: none"> ▪ Overview ▪ Communicating with Radios ▪ Advanced Signaling Features ▪ Resource Groups ▪ Working with Configurations ▪ Working with Aux IOs ▪ Troubleshooting
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4.3.3.3 APX Portable and APX Mobile Train-the-Trainer

Course Synopsis and Objectives:	<p>This course provides APX radio trainers with an introduction to their radio, its basic operation and tailored job aids available for assistance in operation. The learning experience is a mix of facilitation and hands-on activities to help users perform common tasks associated with their radio operation. Segmentation between user groups (i.e. Police, Fire/EMS, and Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. This course is geared for customers who have an experienced dedicated training staff in their organization. It provides the customer's identified training personnel with the knowledge and practice applying training techniques that will enable them to successfully train their students. Trainers will use audio visual (Interactive End User Toolkits-iEUTK), facilitation and "hands-on" activities to facilitate learning events supported by tailored or customized training materials and job aids. They will become proficient in discussing common tasks associated with the operation of the customer's radios.</p> <p>After completing the course the participant will be able to:</p> <ul style="list-style-type: none"> ▪ Understand a high-level overview of the customer system configuration ▪ Understand the general radio operation ▪ Understand proper operating procedures for specific customer features ▪ Perform basic operational tasks of the radio ▪ Utilize the provided job aids to perform specific tasks associated with the radio
Delivery Method:	ILT - Instructor-led training
Duration:	8 hours
Participants:	APX Trainers, Supervisors and Support Personnel
Class Size:	Up to 15
Prerequisite:	Previous two-way radio and training experience
Curriculum:	<ul style="list-style-type: none"> ▪ Basics: <ul style="list-style-type: none"> ○ Controls ○ Top and Side Buttons ○ Switches ○ 3 Position toggle ○ 2 Position Concentric ○ Home key ○ Data Key ○ Display ○ Front Display ○ Top Display ○ Display light ○ Intelligent Lighting ○ Push to Talk or Accessory PTT found on the microphone ○ Hub, hang up box (Mobile) ▪ Menu:



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	<ul style="list-style-type: none">○ Menu Screen Anatomy○ Navigating Menu Screen○ Recent Call List (Model 3.5)○ Unified Call List - Contacts (Model 3.5)○ Dual Sided Radio (Model 3.5)○ Dual Mics○ Dual Speakers○ Accessory Connector▪ Specific Features:<ul style="list-style-type: none">○ Changing Talkgroups/Channels○ Changing Zones○ Mute tones of keypad○ Talkgroup Call○ Private Call○ Accessing Private Call Feature○ Initiating Private Call○ Call List Programming○ Announcement/All Call (Calls involving Multiple Talkgroups)○ Initiating Announcement/All Call○ Direct/Talkaround○ Failsoft○ Radio Profiles○ Accessing and changing Radio Profile▪ Optional Features:<ul style="list-style-type: none">○ Scan○ Scan program○ Priority Scan○ Dynamic Priority○ Telephone Interconnect○ Accessing Telephone Interconnect Feature○ Initiating a Phone Call○ Phone List Programming▪ Data Services:<ul style="list-style-type: none">○ Text Messaging○ Accessing the Text Messaging Feature○ Creating a Free Form Text Message○ Sending a "Canned " Text Message○ GPS○ OTAP User Interface○ Encryption○ Emergency
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THE INTERACTIVE END USER TOOL KIT

The **Interactive End User Tool Kit (iEUTK)** is a revolutionary knowledge transfer tool designed to accelerate learning. Using the iEUTK allows trainers to customize operator training to match unique button, feature programming, and displays provided in the system. Each iEUTK is user friendly and menu driven. The home page in every iEUTK provides excellent navigation to the multiple areas of interest for the specific communication device. Operators select "Getting Started" to view a highly informative video overview that helps build solid foundational knowledge and quickly brings users up to speed on the operational theory of their specific device. The tailored materials are developed on-site using tool kits that allow users to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the iEUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team sends to the printer to develop the training materials. The trainers use the iEUTK to generate their instructor guides, incorporating standard operating procedures, notes, and reminders. This dynamic tool allows the customer to generate training materials on an as-needed basis depicting current features and functionality.



Figure 4-3: Motorola Solutions uses the iEUTK to produce PowerPoint™ presentations, so that students can have self-paced training on any PC with Microsoft Office™.

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SECTION 5

PRICING AND TERMS

5.1 PRICING SUMMARY

Description	Price (USD)
Equipment:	\$834,737
- L –Core Master Site (Redundant)	
- NM Client	
- KVL5000 Keyloader	
- GTR8000 Radios	
- Auxiliary Equipment (Combiners, Antenna Systems)	
- MCC7500 Consoles	
- Dispatch Equipment (AIS, CAM, GCP, ECCGW)	
- Networking Equipment (Routers, Switches)	
- Spares	
<i>Equipment Discount (LA County Contract)</i>	<i>-\$108,558</i>
Project Services:	\$383,651
- Project Management	
- Engineering Support	
- Detailed Design Review	
- Equipment Ordering and Manufacturing	
- Equipment Staging and Shipment	
- Equipment Installation	
- Programming and Configuration	
- Acceptance Testing	
- Training	
- Standard Warranty Services	
Project Total	\$1,109,830
Estimated Tax on Equipment (10%)	\$72,618
Total	\$1,182,448
<i>Additional System Discount if purchased by Dec. 6, 2019</i>	<i>-\$236,490</i>
Project Grand Total (including all Discounts and Tax)	\$ 945,958

5.2 CONTRACT TERMS

The proposed solution is subject to the terms and conditions of the CSSA provided below.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Project 25 Trunked System



COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed

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orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements,



new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last.



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The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the



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SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to



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perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following



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address:

Name: _____

Address: _____

Phone: _____

Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE



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9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i)



defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional



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engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this



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Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.



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14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such



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Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses



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(each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any



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negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.**Customer**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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EXHIBIT A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely



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for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's



radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.



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Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



EXHIBIT B**PAYMENT**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



City of San Fernando
November 5, 2019

EXHIBIT D**SYSTEM ACCEPTANCE CERTIFICATE**

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____





Motorola Solutions
725 S Figueroa St, Suite 1855
Los Angeles, CA 90017

Quote: CAT-06NOV19-SANFERNANDO

Christine Toth
christine.toth@bearcom.com

PREPARED FOR: CHIEF VAIRO
AGENCY: SAN FERNANDO

Equipment Details and Pricing

Qty:	Model	Description	List Price	Promo Price	Extended
APX 1500 MOBILE CONTROL STATION					
3	M36SS59PW1 N	APX1500 UHF2	\$ 4,357.00	\$ 2,178.50	\$6,535.50
3	W22BA	ADD: STD PALM MICROPHONE APX			
3	G24	ADD: 3Y ESSENTIAL SERVICE			
3	G490	ADD: ANT 1/4 WAVE 470-512 MHZ			
3	G66	ADD: DASH MOUNT O2 WWM			
3	G444AH	ADD: APX CONTROL HEAD SOFTWARE			
3	G142	ADD: NO SPEAKER NEEDED			
3	GA00804	ADD: APX O2 CONTROL HEAD			
3	GA01339	ENH: SW P25 TRUNKING			
3	G996	ENH: OVER THE AIR PROVISIONING			
3	QA00580	ADD: TDMA			
3	W665	ADD: CONTROL STATION OPERATION			
3	G91	ADD: CONTROL STATION POWER SUPPLY			
APX 1500 MOBILE					
50	M36SS59PW1 N	APX1500 UHF2	\$ 4,078.00	\$ 2,039.00	\$101,950.00
50	W22BA	ADD: STD PALM MICROPHONE APX			
50	G24	ADD: 3Y ESSENTIAL SERVICE			
50	G490	ADD: ANT 1/4 WAVE 470-512 MHZ			
50	G66	ADD: DASH MOUNT O2 WWM			
50	G444AH	ADD: APX CONTROL HEAD SOFTWARE			
50	G831AD	ADD: SPKR 15W WATER RESISTANT			
50	GA00804	ADD: APX O2 CONTROL HEAD			
50	GA01339	ENH: SW P25 TRUNKING			
50	G996	ENH: OVER THE AIR PROVISIONING			
50	QA00580	ADD: TDMA			
APX 900 PORTABLE					
65	H925DF9PW6 N	APX 900 UHF R2 MODEL 2 PORTABLE	\$ 3,307.00	\$ 1,653.50	\$107,477.50
65	QA04096	ENH: P25 TRUNKING			
65	H885BK	ADD: 3Y ESSENTIAL SERVICE			
65	G996	ADD: OTAP			
65	QA00580	ADD: TDMA			
APX 900 ACCESSORIES					
1	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US	\$ 655.00	\$ 458.50	\$2,292.50
1	PMPN4174A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$ 76.00	\$ 45.60	\$2,964.00
1	PMNN4448AR	BATTERY PACK, MAH,BATT IMP STD IP67 LIION2700M2800T	\$ 146.00	\$ 87.60	\$5,694.00
1	PMMN4065	APX IMPRES RSM W/VOL, IP57	\$ 107.00	\$ 64.20	\$4,173.00
1	PMLN5838A	Leather Holster	\$ 51.00	\$ 30.60	\$1,989.00
APX 8500 Console					
4	L37TSS9PW1 N	APX8500 ALL BAND MP MOBILE	\$ 11,901.00	\$ 5,950.50	\$23,802.00
4	GA05507	DEL: DELETE 7/800MHZ BAND			
4	GA05508	DEL: DELETE VHF BAND			
4	G806	ADD: ASTRO DIGITAL CAI OPERATION			
4	G361	ENH: SMARTZONE OPERATION APX			
4	G67DG	ENH: P25 TRUNKING SOFTWARE APX			
4	GA00580	ADD: TDMA OPERATION APX			
4	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION			
4	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU			
4	G90	ADD: NO MICROPHONE NEEDED			
4	CA01598	ADD: AC LINE CORD US			
4	HKN6233C	APX CONSOLETTA RACK MOUNT KIT			
4	G78	ADD: 3Y ESSENTIAL SERVICE			

APX 8500 MOBILE

			\$	10,998.00	\$	5,499.00	\$137,475.00
25	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE					
25	W22BA	ADD: STD PALM MICROPHONE APX					
25	G78	ADD: 3Y ESSENTIAL SERVICE					
25	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY					
25	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION					
25	G67DG	ADD: REMOTE MOUNT MP					
25	GA01513	ADD: ALL BAND MOBILE ANTENNA					
25	GA00805AA	ADD: APX 07 CONTROL HEAD					
25	G444AH	ADD: APX CONTROL HEAD SOFTWARE					
25	G806BL	ENH: ASTRO DIGITAL CAI OP APX					
25	G51AT	ENH: SMARTZONE OPERATION APX					
25	G831AD	ADD: SPKR 15W WATER RESISTANT					
25	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED					
25	G361AH	ENH: P25 TRUNKING SOFTWARE APX					
25	G996AS	ENH: OVER THE AIR PROVISIONING					
25	GA09001AA	ADD: WI-FI CAPABILITY					
25	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING					
25	GA00250	ADD: WIFI/GNSS FLEXIBLE CABLE LMR195					
25	QA00580	ADD: TDMA					

APX 8000 PORTABLE

			\$	11,321.00	\$	5,660.50	\$526,426.50
93	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5					
93	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION					
93	Q58	ADD: 3Y ESSENTIAL SERVICE					
93	Q15AJ	ENH: AES/DES,DES-XL,DES-OFB					
93	H38BS	ADD: SMARTZONE OPERATION					
93	Q361AN	ADD: P25 9600 BAUD TRUNKING					
93	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY					
93	QA09001AB	ADD: WIFI CAPABILITY					
93	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING					
93	G996	ADD: OTAP					
93	QA05571	ALT: LI-ION IMPRES 2 IP68 4850 MAH					
93	QA00580	ADD: TDMA					

APX 8000 ACCESSORIES

			\$	1,375.00	\$	1,031.25	\$3,093.75
93	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR					
93	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA		165.00		99.00	\$9,207.00
93	PMNN4487	ALT: LI-ION IMPRES 2 IP68 4850 MAH		189.00		113.40	\$10,546.20
93	PMNN4065	APX IMPRES RSM W/VOL, IP57		107.00		64.20	\$5,970.60
93	BDN6783B	AUDIO ACCY ADPT 3.5MM W/PTT		73.00		43.80	\$4,073.40
93	PMLN5659B	Leather Holster		74.00		48.10	\$4,473.30

Pricing per LA County 2019 APX Promotion *PO MUST BE IN 2019

QUOTE TERMS AND CONDITIONS:

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice
- 3) Prices quoted are valid for thirty (30) days from the date of this quote
- 4) Unless otherwise stated, payment will be due within thirty days after invoice
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product

Subtotal	\$958,143.25
Tax	\$95,814.33
Shipping	\$0.00
Total	\$1,053,957.58

REQUIRED INFORMATION FOR THE PURCHASE ORDER:

- 1) Be a valid Purchase Order / Contract / Notice to Proceed on Company Letterhead (note: Purchase Requisitions cannot be accepted)
- 2) Have a PO Number / Contract Number & Date
- 3) Identify "Motorola Solutions Inc." as the Vendor (Motorola Solutions Inc, 725 S Figueroa St Ste 1855, Los Angeles, CA 90017)
- 4) Have Payment Terms or Contract Number
- 5) Be issued in the Legal Entity's Name
- 6) Include a Bill-To Address with a Contact Name and Phone Number
- 7) Include a Ship-To Address with a Contact Name and Phone Number
- 8) Include an Ultimate Address (only if different than the Ship-To)
- 9) Be Greater than or Equal to the Value of the Order
- 10) Be in a Non-Editable Format
- 11) Identify Tax Exemption Status (where applicable)
- 12) Include a Signature (as Required)
- 13) Email PO to "christine.toth@bearcom.com" to submit order



11/5/19

City of San Fernando
117 Macneil Street
San Fernando CA 91340

RE: Municipal Lease # 24734

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24734 are valid for contracts that are executed and returned to Motorola on or before **November 25, 2019**. After **11/25/19**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in blue ink, appearing to read 'Bill Stancik', with a stylized flourish at the end.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of San Fernando

E-mail Address:

Attention:

Phone:

2. Lessee County Location:

3. Federal Tax I.D. Number

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department:

5. Equipment description that you would like to appear on your invoicing:

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone:

Fax:

7. Payment remit to address:

**Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24734

LESSEE:

City of San Fernando
117 Macneil Street
San Fernando CA 91340

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of November 2019.

LESSEE:

City of San Fernando

LESSOR:**MOTOROLA SOLUTIONS, INC.**

By: _____
Title: _____

By: _____
Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of San Fernando, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24734**, between City of San Fernando and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of San Fernando, hereto this ____ day of November 2019.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24734 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of San Fernando

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24734
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24734** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: December 1 2019

First Payment Due Date: December 1, 2020

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

SECTION 2

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03515AA	ADD: NEW ZONE CORE
1	CA03507AA	ADD: RACK
1	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SITE
1	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	UA00152AA	ADD:500 RADIO USER LICENSES
1	UA00700AA	ADD: GROUP SERVICES
2	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
1	T8597	ASTRO 2019.1 CLIENT
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSF1DC108v	18.5INCH WIDESCREEN RACK CONSOLE WITH 8-PORT KVM
1	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - USB KVM CABLE
1	DSTS453BE4GUS	QNAP J3455 QUAD CORE BAY DRIVE WITH 4 SEAGATE HDD 64MB
1	CLN1868	2930F 24-PORT SWITCH
1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 100' COAX W/DONGLE SNMPV3
1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
1	T8476B	KVL 5000
1	CA03358AA	ADD: ASTRO 25 MODE
1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V
1	PMKN4012B	PORTABLE PROGRAMMING CABLE
1	PMKN4012B	PORTABLE PROGRAMMING CABLE
1	CB000262A01	CABLE,MICRO USB PROGRAMMING CABLE
1	PMPN4119A	CHARGER,CHGR VEHICULAR ADAPTER EXT USB CHGR 5VDC
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	T8586	FORTINET FIREWALL APPLIANCE
1	DSK3R64AA	HP 9.5MM SLIM SUPERMULTI DVD WRITER
1	DLN8006	FRU: DL380 G10 POWER SUPPLY
1	DLN8007	FRU: DL380 G10 FAN
1	DLN6942	1.2 TB HARD DRIVE



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QTY	NOMENCLATURE	DESCRIPTION
1	DLN8013	FRU: DAS 4525 CHASSIS ONLY
1	DLN8014	FRU: DAS 4525 POWER SUPPLY
1	DLN8015	FRU: DAS 4525 CONTROLLER MODUL
1	DLN8016	FRU: DAS 4125 JBOD MODULE
1	DLN8017	FRU: 600GB HARD DRIVE, DAS 452
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1869	2930F 48-PORT SWITCH
2	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01431AA	ADD: ASTRO 25 EXPRESS SYSTEM SITE CONTROLLER SOFTWARE VOICE ONLY
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343	GSERIES SOFTWARE LICENSING
1	UA00405AA	ADD: GSERIES SC-P25 TRNK MS IP
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01431AA	ADD: ASTRO 25 EXPRESS SYSTEM SITE CONTROLLER SOFTWARE VOICE ONLY
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343	GSERIES SOFTWARE LICENSING
1	UA00405AA	ADD: GSERIES SC-P25 TRNK MS IP
1	T7039	GTR 8000 Base Radio
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19

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Project 25 Trunked System



QTY	NOMENCLATURE	DESCRIPTION
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA01842AA	ADD: P25 TDMA SOFTWARE
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA03111AA	ADD: CEC COMPLIANCE
1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8343	GSERIES SOFTWARE LICENSING
3	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
1	NPI_000004	PLACEHOLDER Multicoupler, UHF custom 16 port
1	NPI_000173	PLACEHOLDER Combiner, UHF custom 6 port
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DLN6896	FRU: PA UHF R2
1	DLN6887	FRU: XCVR UHF R2 V2 PWR EFF OPT CRD
1	DLN1374	FRU: CABINET LNA MODULE UHF 435-524
1	DLN1375	FRU:UHF 435-524 MHZ SITE LNA MODULE
1	DLN6805	FRU: ENERGY EFFICIENT POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	NPI_000224	DEFAULT ANTENNA
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
75	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
3	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
3	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSVHF50DMPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP



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QTY	NOMENCLATURE	DESCRIPTION
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	NPI_000224	DEFAULT ANTENNA
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
75	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
3	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
3	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
3	UA00653AA	ADD: BASIC CONSOLE OPERATION
3	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
3	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
3	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
3	UA00658AA	ADD: SECURE OPERATION
3	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
3	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
3	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
3	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
3	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
6	B1952	SPEAKER, DESKTOP, USB
6	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
6	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
6	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
3	B1941	USB AUDIO INTERFACE MODULE
3	B1951	MICROPHONE, DESKTOP, USB
3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
6	B1913	MCC SERIES HEADSET JACK
3	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL

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Project 25 Trunked System



QTY	NOMENCLATURE	DESCRIPTION
3	BDN6647G	MEDIUM WEIGHT SINGLE MUFF HEADSET W
3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
3	T7885	MCAFFEE WINDOWS AV CLIENT
3	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
3	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
3	DQG20GB612	POWER STRIP 6 OUTLET 15A 125VA
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 7.19
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	BVN1013	MKM 7000 Console Alias Manager Software
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00182AB	ADD: AES ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
2	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	T8492	SITE AND HUB ROUTER AND FIREWALL- AC



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QTY	NOMENCLATURE	DESCRIPTION
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	B1941	USB AUDIO INTERFACE MODULE
2	B1952	SPEAKER, DESKTOP, USB
3	B1951	MICROPHONE, DESKTOP, USB
6	B1913	MCC SERIES HEADSET JACK
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	DSLMTXFX4502BD	48V, 450A DC power system housed in a standard rack
1	DQWLEXL8KSNFR	Exeltech 17kW inverter system
6	DSLMMHF7548VZE1T	48V, 75A LMHF RECTIFIER (T)
1	DSWLBG1496ST	1496 AH 48 VDC BATTERY
5	DSSP4KCDPD50B1	50 AMP BREAKER FOR TYPE CDPD



City of San Fernando (Schedule B)						
Compound Period:			Annual			
Nominal Annual Rate:			0.000%	first year		
Nominal Annual Rate:			2.990%	remaining term		
CASH FLOW DATA						
Event		Date	Amount	Number	Period	End Date
1 Lease		12/1/2019	\$ 1,999,931.53	1		
2 Lease Payment		12/1/2020	\$ 686,377.89	1		
3 Rate Change		12/1/2020	Rate: 2.990 %	Compounding:	Annual	
4 Lease Payment		12/1/2021	\$ 686,377.89	2	Annual	12/1/2022
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	12/1/2019				\$ 1,999,931.53	
1	12/1/2020	\$ 686,377.89	\$ -	\$ 686,377.89	\$ 1,313,553.64	
	12/1/2020	Rate: 2.99%		Compounding:	Annual	
2	12/1/2021	\$ 686,377.89	\$ 39,275.25	\$ 647,102.64	\$ 666,451.00	
3	12/1/2022	\$ 686,377.89	\$ 19,926.89	\$ 666,451.00	\$ -	
Grand Totals		\$ 2,059,133.67	\$ 59,202.14	\$ 1,999,931.53		

INITIAL INSURANCE REQUIREMENT: \$1,999,931.53

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$1,941,869.63 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.99%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24734** to that Equipment Lease Purchase Agreement number **24734** will be maintained by the City of San Fernando as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24734** , City of San Fernando , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24734 to that Equipment Lease Purchase Agreement number 24734. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24734 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of San Fernando**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of San Fernando		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 117 Macneil Street		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code San Fernando CA 91340		7 Date of issue 12/1/2019	
8 Name of issue Equipment Lease-Purchase Agreement 24734		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	1,941,869.63	
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/2022	\$ 1,941,869.63	\$ 1,941,869.63	3 years	2.99 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	1,941,869.63	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,941,869.63	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative Date ► Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 24734) held on ***November*** _____ ***2019***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of San Fernando(Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24734

Lease Schedule A No. : 24734

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24734. See Schedule A for a detailed Equipment List.

LESSEE:

City of San Fernando

By: _____

Date: _____

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Martin Pastucha, Interim Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: November 18, 2019

Subject: Consideration to Award a Construction Contract for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728, ("Glenoaks Project") (Attachment "A");
- b. Accept the lowest responsive bid in the amount of \$2,399,784 from All American Asphalt, for construction of these improvements;
- c. Authorize the City Manager to execute a construction contract with All American Asphalt, for an amount of \$2,399,784 (Attachment "B" - Contract No. 1933);
- d. Establish a construction contingency of 10% of the contract amount, \$239,978, to cover costs of unforeseen conditions and authorize City Manager to execute change orders as necessary up to \$239,978; and
- e. Approve Budget Resolution No. 7953 to amend the Capital Improvements Budget for Fiscal Year (FY) 2019-2020.

BACKGROUND:

1. The Glenoaks Boulevard Street Resurfacing Project (Glenoaks Project) is included in the City's FY 2019-2020 Capital Improvement Budget. The Glenoaks Project's limits are Glenoaks Boulevard, from West City Limits to East City Limits.

Consideration to Award a Construction Contract for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project

Page 2 of 5

2. On August 28, 2019 at 11:00 a.m., the City Clerk received and opened four (4) construction bids for the Glenoaks Project.
3. The Glenoaks Project's scope of work includes the following improvements:
 - a. Reconstruction of damaged sidewalks, drive approaches, curb and gutters.
 - b. Reconstruction of wheelchair ramps to meet current Americans with Disability Act (ADA) standards.
 - c. Construction of concrete median islands on Glenoaks Boulevard at Orange Grove Avenue, Harding Avenue, Maclay Avenue, Brand Boulevard, Griswold Avenue, and Arroyo Avenue.
 - d. Modifications to six (6) signalized intersections:
 - i. Orange Grove Avenue and Glenoaks Boulevard.
 - ii. Harding Avenue and Glenoaks Boulevard.
 - iii. Maclay Avenue and Glenoaks Boulevard.
 - iv. Brand Boulevard and Glenoaks Boulevard.
 - v. Griswold Avenue and Glenoaks Boulevard.
 - vi. Arroyo Avenue and Glenoaks Boulevard.
 - e. Grind and overlay asphalt pavement with rubberized asphalt concrete.
 - f. Raise sewer manholes and water valve covers to cover new roadway height.
 - g. Installation of signing and striping.

ANALYSIS:

Staff analyzed the bids received and determined that All American Asphalt submitted the lowest responsive bid. The table below summarizes the bids received:

RANK	BIDDER	BID AMOUNT (Schedule "A" + "B" + Additive)
1	All American Asphalt	\$2,399,784.00
2	Hardy and Harper	\$2,583,835.00
3	Toro Enterprises Inc.	\$2,607,779.00
4	Palp Inc. Db a Excel	NON-RESPONSIVE

Consideration to Award a Construction Contract for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement ProjectPage 3 of 5

Since this project is partially funded by Federal funds, Federal funding regulations require that the project expenditures be segregated between Federal funds and City funds. Bid Schedule "A" (Bid Items 1 – 23) denotes City funds and Bid Schedule "B" (Bid Items 24 – 37) denotes Federal funds. In addition, several bid items were Additive Bid Items (Bid Items 38 – 43), so that if the bids came in too high, these Additive Bid Items could be omitted to stay within budget. Per the contract specifications the contract would be awarded based on the combination of Bid Schedule A + B + the Additive Bid Items. The lowest bid came in 15% below the Engineer's estimate of \$2,836,965, thus the Additive Bid Items were retained.

Per Federal requirements, the job specifications included a Construction Contract Disadvantage Business Enterprise (DBE) participation level for the Glenoaks Project. The City's DBE contract goal was set at 14%. All American Asphalt indicated in their bid a 32% DBE participation for the Glenoaks Project, which exceeds the DBE goals.

Staff checked the references for All American Asphalt and found the contractor to have the necessary experience for this type of project and a positive industry reputation.

Timeline

The Glenoaks Project specifications call for a construction duration of eighty (80) working days, or approximately 3.7 months. Liquidated damages for the project have been set at \$3,200 per day for every day that contractor work goes beyond the stipulated duration.

The following is a tentative project schedule:

1. Contract award: November 18, 2019.
2. Submit bonds, insurance and sign contracts: December 2019.
3. Hold Pre-Construction Meeting: December 2019.
4. Issue Notice to Proceed with Construction: December 2019.
5. Procurement of longest lead items (traffic signal poles and equipment - 16 weeks): December 2019 - April 2020.
6. Start of construction, non-traffic signal related: January 2020.
7. End of construction: June 2020.
8. City Council accepts project as complete: July 2020.
9. Project close-out and Federal reporting: September 2020.

Consideration to Award a Construction Contract for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project

Page 4 of 5

BUDGET IMPACT:

The approved Project budget is \$3,047,727. The following table shows the Project's current proposed funding:

Glenoaks Blvd Street Resurfacing and HSIP Project		
Funding Source	Current Funding	Proposed Funding
HSIP Grant	\$1,380,000	\$1,380,000
Measure R	\$1,461,773	\$1,032,597
Prop C	-	\$385,130
Water Fund	-	\$110,000
Sewer Fund	-	\$110,000
Fund 15 (TDA 3)	-	\$30,000
Total	\$2,841,773	\$3,047,727

PROPOSED PROJECT EXPENDITURES	
Construction	\$2,399,784
Contingency (10% of construction cost)	\$239,978
Inspection (5%)	\$119,989
Contract Administration (3%)	\$71,994
Testing (2%)	\$47,996
Labor Compliance (2%)	\$47,996
City Staff Oversight (3%)	\$71,994
Construction Engineering Support (1%)	\$23,998
Federal Reporting and Reimbursements (1%)	\$23,998
Total Proposed Expenditures	\$3,047,727

Staff became aware that Prop. C funding had been incorrectly budgeted for the Annual Street Resurfacing Project, FY 2018-2019. Prop. C requirements only allow the use of these funds on streets with fixed route transit buses on them. The Annual Street Resurfacing Project does not have streets with fixed route transit buses on them, since the streets in the project are residential streets. Glenoaks Boulevard has fixed route transit buses, thus can use the Prop. C funds. Staff proposes to move Prop. C funds from the Annual Street Resurfacing Project to the Glenoaks Project and move in Measure R funds (which have less restrictions) from the Glenoaks Project to the Annual Street Resurfacing Project. These funding transfers were required to meet the necessity of both projects.

Consideration to Award a Construction Contract for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement ProjectPage 5 of 5

The lowest qualified bid amount of \$2,399,784.00, plus 10% for construction contingencies of \$239,978.00 equates to a total construction amount of \$2,639,762.00.

A number of other project expenditures including, but not limited to, construction administration, inspection, testing, labor compliance, staff oversight, Federal reporting and reimbursement billings still need to be addressed and are estimated at \$407,965. Staff proposes to issue a Request for Proposals (RFP) for construction engineering services to provide all these additional services, which will be necessary to successfully implement and complete the Glenoaks Project. Once a consultant has been selected through the RFP process, staff would return to City Council to award a contract and make any additional necessary budget appropriations to the project.

CONCLUSION:

Staff requests that the City Council award a construction contract to All American Asphalt for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, and all recommended actions necessary to successfully execute the project.

ATTACHMENTS:

- A. Plans and Specifications
- B. Construction Contract No. 1933
- C. Budget Resolution No.7953

CITY OF SAN FERNANDO, CA



CONTRACT DOCUMENTS FOR GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(018) Job No. 7595, Plan No. P-728

Prepared by:



13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CALIFORNIA 91746-3443
(562) 908-6200

Under the Supervision of:



A handwritten signature in blue ink, appearing to read "Vanessa Munoz".

Date: July 11, 2019

Vanessa Munoz, PE, TE

RCE 67583



Approved By:

A handwritten signature in blue ink, appearing to read "Ying Kwan".

Date: July 11, 2019

Ying Kwan, P.E., City Engineer

RCE 42418

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NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-24)
- Public Contracting Code Requirements (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

If applicable, the following form must be submitted with the bid:

- ☐ Disclosure of Lobbying Activities (p. F-28)

Construction Phase

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

If applicable, you will be required to submit the following form each month during construction:

- ☐ Monthly DBE Trucking Verification (p. F-35)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- ☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Wednesday, August 28, 2019**, and said bids will be publicly opened and declared for performing work on the following project:

**GLENOAKS BOULEVARD STREET RESURFACING
AND HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(018)
JOB NO. 7595, PLAN NO. P-728**

The project consists of roadway resurfacing, concrete replacement, sewer rehabilitation work and water meter replacements. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, PCC median and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; removal of petromat; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; traffic signal modifications; signing and striping; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

The contract time for the project is **Eighty (80) working days**.

A pre-bid meeting is scheduled for **11:00 AM on Wednesday, August 21, 2019 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room**. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is mandatory.**

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

The DBE contract goal for this project is 14%.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website:

<http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license

number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Patsy Orozco, Civil Engineering Assistant II, via e-mail at PAOrozco2@sfcity.org to be placed on the plan holders list. Any questions pertaining to the project shall be submitted by Friday, August 9, 2019 by 4:00 p.m.**

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: _____

By: _____
Ying Kwan, P.E.
City Engineer

Sun
7/25/2019
8/1/2019

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is

interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or

surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.

- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

- P-1 Contractor's Proposal
 - P-2 Bid Schedule
 - P-5 Bidder's Bond
 - P-6 Contractor Information
 - P-7 List of References
 - P-8 List of Subcontractors
 - P-9 Minority, Women, Small Business Enterprise Form
 - P-10 Certificate of Secretary of Adoption of Resolution
 - P-11 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
 - P-12 Non-Collusion Affidavit
-

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**GLENOAKS BOULEVARD STREET RESURFACING
AND HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(018)
Job No. 7595, Plan No. P-728**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **Eighty (80)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

Dated

Bidder

Signature

Name (Print/Type)

Title

BID SCHEDULE**GLENOAKS BOULEVARD STREET RESURFACING
AND HIGHWAY SAFETY IMPROVEMENT PROJECT****Federal Project No. HSIPL-5202(018)****Job No. 7595, Plan No. P-728****BID SCHEDULE "A" – CITY FUNDS**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Provide Construction Survey	LS	1	\$	\$
2	Re-establish Monuments	EA	15	\$	\$
3	Roadway Excavation	CY	2,100	\$	\$
4	Remove and Construct 8" Curb and Gutter	LF	300	\$	\$
5	Remove and Construct 4-inch Thick PCC Sidewalk	SF	3,400	\$	\$
6	Construct Retaining Curb	LF	30	\$	\$
7	Remove and Construct 4-inch Thick PCC Residential Driveway	SF	4,200	\$	\$
8	Remove and Construct 6-inch Thick PCC Commercial Driveway	SF	2,700	\$	\$
9	Cold Mill Existing Asphalt Concrete, 2-Inch Depth	SF	290,100	\$	\$
10	Cold Mill Existing Asphalt Concrete, 2.5-Inch Depth	SF	64,900		
11	Construct 2-Inch ARHM Cap Pave	TON	3,960	\$	\$
12	Construct 2.5-Inch ARHM Cap Pave	TON	1,100	\$	\$
13	Construct 2.5-Inch HMA	TON	770	\$	\$
14	Construct 10.5-inch Thick Class II Aggregate Base	CY	1,650	\$	\$
15	Remove Existing and Construct Portions of 8" Thick PCC Cross Gutter Spandrel per SPPWC Std 122-2	SF	900		
16	Construct Metal Handrail Per SPPWC Std 606-4, Type B	LF	15	\$	\$
17	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B	EA	15	\$	\$
18	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C	EA	8	\$	\$
19	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Ramps Per Caltrans Std. Plan A88A	SF	18	\$	\$
20	Adjust Existing Manhole Frames and Covers to Finished Grade	EA	32	\$	\$
21	Adjust Valve Box, Can, and Cap to Finished Grade	EA	104	\$	\$
22	Signing and Striping	LS	1	\$	\$
23	Provide Traffic Control Plan and Traffic Control (3% max of the total bid amount)	LS	1	\$	\$
BID SCHEDULE "A" TOTAL					\$

BID SCHEDULE "B" – HSIP FUNDS

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
24	Construct 6" PCC Doweled Median Curb	LF	5,700	\$	\$
25	Construct 4" PCC Concrete (Median)	SF	11,900	\$	\$
26	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B (Maclay Ave, Griswold Ave, Arroyo Ave)	EA	5	\$	\$
27	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Griswold Ave)	EA	1	\$	\$
28	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Arroyo Ave)	EA	1	\$	\$
29	Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C (Griswold Ave, Arroyo Ave)	EA	3	\$	\$
30	Remove Raised Median and Curb	SF	200	\$	\$
31	Traffic Signal Modification Glenoaks Blvd at Orange Grove Ave	LS	1	\$	\$
32	Traffic Signal Modification Glenoaks Blvd at Harding Ave	LS	1	\$	\$
33	Traffic Signal Modification Glenoaks Blvd at Maclay Ave	LS	1	\$	\$
34	Traffic Signal Modification Glenoaks Blvd at Brand Blvd	LS	1	\$	\$
35	Traffic Signal Modification Glenoaks Blvd at Griswold Ave	LS	1	\$	\$
36	Traffic Signal Modification Glenoaks Blvd at Arroyo Ave	LS	1	\$	\$
37	Provide Traffic Control Plan and Traffic Control (3% max of the total bid amount)	LS	1	\$	\$
BID SCHEDULE "B" TOTAL					\$

Total Base Bid in numbers (Schedule A +B) \$ _____

ADDITIVE BID ITEMS

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
38	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Orange Grove Avenue.	LF	210	\$	\$
39	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Harding Avenue.	LF	240	\$	\$
40	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Maclay Avenue.	LF	315	\$	\$
41	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Brand Boulevard.	LF	260	\$	\$
42	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks	LF	255	\$	\$

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
	Boulevard and Griswold Avenue.				
43	Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Arroyo Avenue.	LF	280	\$	\$
TOTAL ADDITIVE BID AMOUNT:					

TOTAL BASE BID PLUS ADDITIVE BID ITEMS IN NUMBERS

The Contract shall then be awarded to the lowest qualified bidder based on the Total Base Bid (Schedule A +B), and Total Additive Bid combined. However, the City reserves the right to remove any and/or all of the Additive Bid Items at the time of the City's issuance of its Notice to Proceed and no bid price adjustments will be allowed. Said Notice to Proceed shall determine/specify which of the Additive Bid Items, if any, shall be remain as part of this contract.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: _____

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the City of San Fernando in the sum of _____
_____ (\$ _____)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the
above bounden _____
to construct _____
(insert names of streets and limits to be improved) dated _____ is accepted
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such construction, and
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)
from the date of the mailing of a notice to the above bounden _____
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of
_____, 2019.

Principal

Surety

By _____

By _____

Its _____

Its _____

By _____

By _____

Its _____

Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

Type of Firm: Individual () Partnership () Corporation ()

Corporation organized under the laws of the State of _____

Contractor's License Number _____ State _____ Classification _____ Expiration Date _____

DIR Registration Number _____ Expiration Date _____

Names and titles of all officers of the firm

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
2. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
3. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
4. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
5. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
6. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: _____
ADDRESS (P.O. BOX NOT ACCEPTABLE): _____
CITY, STATE, ZIP CODE: _____
PHONE NUMBER (____) _____ CONTACT PERSON: _____

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):
Please check one of the following:

_____ Black American _____ Asian/Pacific American
_____ Native American _____ Hispanic American _____ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

_____ Yes _____ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

_____ Yes _____ No

Does your firm intend to use subcontractors or independent contractors for this project?

_____ Yes _____ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

_____ Yes _____ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

_____ Yes _____ No

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, _____ (insert name of Secretary), do hereby certify that I am the Secretary of _____ (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____ day of _____, 2019 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____ President
_____, Vice President and
_____, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____ day of _____, 2019.

Secretary

Affix Seal

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
2. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

**GLENOAKS BOULEVARD STREET RESURFACING
AND HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(018)
Job No. 7595, Plan No. P728**

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and
says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2019 before me, _____,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

Signature of Notary Public



CONSTRUCTION CONTRACT/AGREEMENT

(NAME OF CONTRACTOR)

Glenoaks Boulevard Street Resurfacing
and Highway Safety Improvement Project
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Project No. 7595, Plan No. P-728**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Project No. 7595, Plan No. P-728** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ (\$_____).

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

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **Eighty (80)** working days from the date the Notice to Proceed is issued.

CONSTRUCTION CONTRACT/AGREEMENT

Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018), Job No. 7595, Plan No. P-728

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Three thousand two hundred Dollars (\$3,200.00)** for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018), Job No. 7595, Plan No. P-728**

SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018), Job No. 7595, Plan No. P-728**_____
CONTRACTOR

BY _____

Title

BY _____

TitleCITY OF SAN FERNANDO
A Municipal Corporation_____
ALEXANDER P. MEYERHOFF
CITY MANAGER

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ (\$ _____)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charge is \$ _____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of
_____ (\$_____)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached
hereto, with the Owner dated _____ for _____
_____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and
material in the prosecution of the work provided for in said contract, and any and all duly authorized
modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise
this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs,
executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in
Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other
supplies used in, upon, for or about the performance of the work or labor performed by any such
claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board
from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the
Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same,
in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the
bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit
of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to
them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or modification of the contract documents or of the work to be performed thereunder
shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such
changes, extensions of time; and alterations or modifications of the contract documents and/or of the
work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$_____ per thousand.

Total amount of premium charge is \$_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

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WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, _____ as Contractor, has by written agreement dated _____, 2019, entered into a contract with Owner for Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5205(018) Job No. 7595 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal

within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$_____ per thousand.

Total amount of premium charge is \$_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

GENERAL PROVISIONS

PART I

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

Subsection 1-2 Terms and Definitions

Add the following to the provisions of Subsection 1-2, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

Subsection 2-5 Plans and Specifications

Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

Subsection 2-9 Surveying

Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such

notification will result in the Contractor being liable for all costs associated with their replacement.

2-9.1 Permanent Survey Markers. Subsection 2-9.1 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor, or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

2-9.2 Survey Service. Subsection 2-9.2 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor, or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

2-9.5 Measurement and Payment. The following section is hereby added:

Payment for Construction Survey shall be paid at the contract unit bid price and shall include full compensation for furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved and no separate payment shall be made thereof.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

Subsection 2-10 Authority of the Board and the Engineer

Add the following to the provisions of Subsection 2-10, "Authority of the Board and the Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 2-11 Inspection

Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work

Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in writing.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor.

Replace the entire paragraph 3-3.2.3.1 Work by Contractor, with the following:

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead, insurance of any type and profits on extra work performed by the Contractor:

(1) Labor	15%
(2) Materials	10%
(3) Equipment Rental	10%
(4) Other Items and Expenditures	10%

To the sum of the costs and markups provided for this subsection, one percent shall be added as compensation for bonding. For all negotiated Change Orders the allowance for overhead and profit shall include full compensation for superintendence, insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for in this Article.

3-3.2.3.2 Work by Subcontractor.

Delete the entire subsection 3-3.3.3.2 Work by Subcontractor and replace with the following:

When a subcontractor performs all or any part of the extra work, the markup established in subsection 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work, and shall constitute its only payment for all overhead, insurance of any type and profits. The Contractor shall receive an additional markup, not to exceed five (5) percent, for all its overhead, insurance of any type and profit on the "extra work" performed by the Subcontractor.

Subsection 3-5 Disputed Work

Add the following to the provisions of Subsection 3-5, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules

pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

SECTION 5 - UTILITIES

Subsection 5-1 Location

Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

- | | | |
|----|---------------------------------|--------------|
| 1. | Verizon Company | 818-365-3128 |
| 2. | Edison Company | 800-611-1911 |
| 3. | Southern California Gas Company | 818-701-3342 |
| 4. | San Fernando Water Department | 818-898-1293 |
| 5. | L.A. City Municipal Services | 800-342-5397 |
| 6. | L.A. Metropolitan Water Dist. | 626-844-5610 |
| 7. | Time Warner Cable | 818-700-6100 |

8. Pacific Pipeline Co.
9. Verizon / GTE

800-987-4737
818-365-3128

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

Subsection 6-1 Construction Schedule and Commencement of the Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of the Work":

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 4 p.m.

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion

Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- | | |
|---------------------------|--------------------------|
| ‣ New Year's Day | ‣ Labor Day |
| ‣ Martin Luther King Day | ‣ Veterans Day |
| ‣ Washington's Birthday | ‣ Thanksgiving Day |
| ‣ Cesar Chavez's Birthday | ‣ Day after Thanksgiving |
| ‣ Memorial Day | ‣ Christmas |
| ‣ Independence Day | |

Subsection 6-8 Completion, Acceptance and Warranty

Add the following to the provisions of Subsection 6-8, "Completion, Acceptance and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Three thousand two hundred Dollars (\$3,200.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Subsection 7-2 Labor

Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 7-2.2 Prevailing Wages

Add the following to the provisions of Subsection 7-2.2, "Prevailing Wages":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 7-3 Insurance

Add the following to the provisions of Subsection 7-3, "Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the

contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits

Add the following to the provisions of Subsection 7-5, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

Subsection 7-8.1 General

Add the following to the provisions of Subsection 7-8.1, "Cleanup and Dust Control":

All excess dirt and construction debris shall be hauled away from job site each day.

Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

Subsection 7-10 Safety

7-10.1 Traffic and Access. Subsection 7-10.1 is hereby added to Subsection 7-10. The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot wide paved pedestrian walkway shall be maintained in the parkway area on one side of each street.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

7-10.2 Street Closures, Detours, Barricades. Subsection 7-10.2 is hereby added to Subsection 7-10. Street closures will not be allowed, except as specifically permitted by the Engineer.

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- | | | |
|----|-------------------------|--------------|
| a. | Public Works Department | 818-898-1293 |
| b. | Police Department | 818-898-1267 |
| c. | Fire Department | 818-989-8561 |
| d. | Mauran Ambulance | 818-365-3182 |

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the California MUTCD latest edition, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to

the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

A STREET SHALL NOT BE SCHEDULED FOR SURFACING ON TRASH PICKUP DAY.

All work shall be scheduled so that all areas are open to traffic between 4 p.m. and 7 a.m. the following day.

Traffic shall be directed through the project with warning signs, cones and flag persons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

7-10.6 Protection of the Public. Subsection 7-10.6 is hereby added to Subsection 7-10 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, from interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 76 meters (250 feet) apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and

furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for all the provisions above shall be included in the lump sum price bid for traffic control and no separate payment will be allowed thereof.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

Subsection 9-3 Payment

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 9-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

TECHNICAL PROVISIONS
PART 2
CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed miscellaneous base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. Add the following:

The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

201-1.1.2 Concrete Specified by Class and Alternate Class. Add the following:

Fly ash shall not be used.

201-4.1.1 General. Add the following:

Concrete curing compound shall be Type 2 for all underground structures.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

203-6.4 Asphalt Concrete Mixtures

203-6.4.1 General. Add the following:

Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.1 General.

The following paragraph is hereby added to the end of Subsection 203-11.1.

Contractor shall complete and submit the Reliable Contractor Declaration (CalRecycle 168) and the RAC Certification (CalRecycle 739-TRP) forms required for the Agency's CalRecycle RAC Grant, CalRecycle 168 shall be submitted by the Contractor prior to commencement of work and CalRecycle 739-TRP shall be submitted by the Contractor prior to acceptance of the project. Current versions of these forms can be downloaded at <http://www.calrecycle.ca.gov/Grants/Forms/>.

203-11.2 Materials. Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

Contractor shall provide the correction factor for Caltrans Test 382 for ARHM material at least 5 working days prior to paving.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

The first paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The 5th paragraph of Subsection 203-11. 2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The binder material must contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of rubberized binder.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

An acceptable source of natural rubber scrap is available from TRF Industries (330) 688-1583 (Bruce Bowers), though any other source of natural rubber meeting specifications is acceptable. A grinding/granulating company is BAS, Harach Sarkis (310) 429-3546, for whatever material is supplied, though any other grinding/granulating company is acceptable.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.3 Composition and Grading.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3(A), including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the

satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

ARHM shall be Class GG-C or OG-C.

203-11.4 Mixing.

The first sentence of the third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent combined paving asphalt and asphalt modifier, and 20 percent CRM, except that the percentage of CRM should be reduced by 20 percent of the difference between total rubber hydrocarbon percentage in the natural CRM and the value 50 percent, but no less than 18%. (For example, for total rubber hydrocarbon in the high natural CRM of 56%, reduce the total CRM by 20% of 56% minus 50%, which equals 1% reduction, and yields the formulation 19% CRM and 81% asphalt and modifier, in lieu of 20% and 80%. Lack of proper adjustment will cause excessively long reaction times.) Complete documentation shall be provided to the Engineer to approve the formulation.

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

The maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit), (Centipoise) in Table 203-11.4(A) is hereby changed to 2600.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

1. Temperature of stored asphalt cement material at time of loading
2. Time at which the reaction tank is fully loaded
3. Tons of asphalt rubber added to the tank for the batch
4. Total asphalt rubber in the tank after loading
5. The beginning time of reaction (Fully loaded and above 375° F)
6. Binder temperature at time of sampling

7. Temperature of tested material
8. Viscosity reading
9. Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.4.1 Hand Held Viscometer Test

Modify Subsection 203-11.4.1 Test Procedure as follows:

Delete the last two sentences of Step 4 and replace with the following:

Stop stirring the binder. While the spindle is rotating, move the spindle in and out of the binder slowly three times at a location close to the edge of the container (do not disturb the central area).

Delete the first three sentences of Step 5 and replace with the following:

Determine the viscosity of the binder at 190C +/- 3C (375F+-5F) as follows. In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder, and immediately insert the spindle back into the center of the binder. Wait 5 seconds to fill the spindle. While holding the viscometer level, turn the spindle on, watch the needle on the viscometer dial and record the maximum value obtained on the dial.

203-11.5 Equipment for Production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this

cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant.

TECHNICAL PROVISIONS

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

The last paragraph of Subsection 300-1.1 is hereby deleted and replaced with the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the City's employ.

The following is hereby added to Subsection 300-1.1:

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two (2) inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within a five (5) foot diameter of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the AGENCY. Any such root removed without the AGENCY's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

300-1.3 Removal and Disposal of Materials

300-1.3.2 Requirements. The text of Subsection 300-1.3.2(a), (b) and (c) of the Standard Specifications is hereby deleted.

300-1.4 Payment. Add:

Payment for removal and disposal of Petromat to specified location shall be included in the price paid for Cold Mill Existing Asphalt Concrete and no additional compensation will be allowed therefor.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut

would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "remove and construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Class C or D ARHM shall be used to patch around all frame and cover sets.

Subsections 301-1.6.1, 301-1.6.2, and 301-1.6.3 are hereby added to Section 301 of the Standard Specifications as follows:

301-1.6.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

301-1.6.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

This work shall include necessary coordination with the owners of manhole facilities including scheduling of inspections and compliance with inspector field notes and recommendations.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours prior to commencement of any work in the area of the manhole.
2. If grade over manhole is to be lowered:
 - a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
 - b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
 - c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
 - d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.

- e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)
 - f. District personnel shall raise manhole and set frame and cover to grade.
 - g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.
3. If grade over manhole is to be raised:
- a. Contractor shall fill and/or pave directly over frame and cover to final grade.
 - b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

301-1.6.3 Adjustment of Water Valve Box Frame and Cover.

Where shown on the plans or required by the Engineer, the contractor will double adjust (lower prior to paving and raise after paving) or replace water valve box frame pipe risers and covers, to match finished grades. A new valve box or vault shall be provided for every valve installed below the finished grade.

All valve boxes shall be raised within 24 hours of paving. Fire hydrant valves shall be given first priority.

The potable water valve boxes, shall be free of debris and the valve operation nut shall be accessible and operational the same day pavement work is completed. The contractor shall notify the Engineer, prior to replacing or adjusting any potable water valve boxes, if any debris is found in the existing box or riser. Construction operations will not be allowed to continue until all water valve boxes are properly cleaned.

The contractor shall coordinate the work under this item with the work specified under other parts of these specifications and the serving utility company's requirements

SECTION 302 - ROADWAY SURFACING

302-1 COLD MILLING ASPHALT OF EXISTING PAVEMENT

302-1.1 General. The following is hereby added to the first paragraph of Subsection 302-1.1:

Such straight edge grade along the edge of the cold plane area shall not deviate more than 1/4 inch below nor 1/8 inch above the grade specified in the Plans or Specifications. Removal of undulations in the existing paved surface shall be included in this item of work.

Cold milling shall not be performed more than 2-working days ahead of paving.

All cold milled streets must be accepted by the Engineer as clean after cold milling, at least the day before paving. Sweepers used for cold milling shall not enter on streets approved as clear after cold milling.

The Contractor shall remove existing asphalt concrete and slurry from gutters adjacent to any area specified to be cold milled.

After cold milling, Contractor shall provide temporary AC ramping at all drive approaches. Temporary ramping at header end cuts shall be extended to 6 feet from end of cut line and at edges of bus pads and cross gutters. Temporary pavement transitions shall be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition a clean notch remains.

Unless indicated otherwise on the Plans, any pavement repairs within designated cold milling areas shall be completed prior to cold milling operations. Paving shall begin no later than two (2) working days after completion of cold milling in each location and shall proceed without interruption from start to finish. Any painted crosswalk or stop bar obliterated, either partially or entirely, by cold milling shall be immediately replaced by temporary tabs.

302.1.7 Work Site Maintenance. Add the following paragraph:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on streets approved as completed for cold milling.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. The last sentence of Subsection 302-5.1 of the Standard Specifications is hereby deleted and replaced with the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

302-5.4 ASPHALT TACK COAT

Asphalt tack coat material shall be Thermoplastic Polymer Modified HPS No Track Tack (No Track Tack) by Paramount Petroleum, or an approved equal.

This item shall consist of full coverage of No Track Tack to be applied as tack coat between all contact surfaces for overlay and patch repairs. The Material is to be applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

The Thermoplastic Polymer Modified HPS No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdI #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the ARHM or AC, or slurry where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the

Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. The No Track Tack shall not be left exposed overnight.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the City Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard of HPS No Track Tack uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joins;
2. Areas where new pavement meets existing pavements;

3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

302-5.5 Distribution and Spreading. Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

The asphalt concrete as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump trucks are not allowed.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling. Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints. Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.8 Manholes (and Other Structures). Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted manholes.

302-5.9 Measurement and Payment.

Compensation to provide all the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC or ARHM material.

Measurement and Payment for Asphalt Tack Coat shall be considered as included in the contract prices bid for items requiring its use and no additional compensation shall be allowed therefor.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Contractor's attention is directed to Subsection 302-5.8, Manholes, for requirements for patching manholes and miscellaneous, frames and covers in ARHM pavements.

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter into areas that are accepted as completed for cold milling.

302-9.2 Mixing Binder with Aggregate.

Proportioning shall be performed using an automatic batching system, and the proportioning device shall be automatic to the extent that the only manual operation required for proportioning all materials shall be a single operation of a switch or starter.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

302-9.4 Distribution and Spreading.

The ARHM as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump truck are not allowed except as authorized by the City Engineer.

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joints without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.5 Rolling.

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 240 degrees F, due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.5.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.5.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
 - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
 - b) Clean and dry the sample as described in ASTM 1188.
 - c) Perform California DOT Test 308 Method A step a.
 - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

G = Mass in grams of level sealed paraffin-treated specimen in air.
 - e) Perform 308A b., 308A c., and 308A d on the sample from D) above.

- f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 240 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria is not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.5.2 Compaction Payment Reductions. Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well-known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter. Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

302-9.10.2 COMPACTION

The words: "relative compaction" or "relative density" shall mean the ratio of the field density to the laboratory maximum density expressed in percent.

The addition of high tensile fiber does not require any change to standard asphalt concrete compaction procedures and specifications.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow, or City select.

303-5.9 Measurement and Payment. Add:

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramps or modification of existing curb ramp approach per Caltrans Std. Plan No. A88A.

TECHNICAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the latest edition of the 2015 Caltrans Standard Plans, and Standard Specifications, Section 81, "Pavement Markers," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 - SIGNS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. 1/4-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of

the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Delineators shall conform to the provision in Section 81-2, "Delineators."

82-3.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 MATERIALS

84-2.02B Thermoplastic. Traffic striping shall be thermoplastic including crosswalks, arrows and pavement legends. Curb markings and house addresses shall be paint.

Paint for curb markings and curb house numbers shall be ready-mixed rapid dry type. Paint shall be applied in 2 coats. The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Adhesive for raised pavement markers shall be rapid set type epoxy.

84-2.04 Payment. Payment for striping details, pavement markings, curb marking and curb house numbers shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

84-2.03 CONSTRUCTION

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to installing new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers." Epoxy shall be the Rapid Set type.

Existing traffic stripes, pavement legends, and markings that do not conform to the plans shall be removed by per Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings".

Where existing traffic striping and markings are removed, obliterated, or become substantially illegible as the result of the project work, the Contractor shall be responsible for restoring same to the approval of the Engineer.

Where existing traffic striping and markings are removed due to roadway grinding prior to street resurfacing, contractor shall immediately install temporary overlay markers as required to delineate roadway striping, limit lines and crosswalks to the approval of the Engineer.

Payment for restoration of existing traffic striping and pavement markings, disturbed or damaged during construction and the installation of temporary overlay markers will be included in the other items of work, and no separate payment will be made therefore.

TECHNICAL PROVISIONS

ELECTRICAL SYSTEMS

All equipment, materials, and components for traffic signal loop replacement shall conform to the latest edition of the 2015 Caltrans Standard Plans and Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

SECTION 86 – ELECTRICAL WORK

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor, and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the

lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02B Conduit. Conduit shall be Schedule 80 PVC.

86-1.02C Pull Boxes. Pull boxes shall be pre-cast reinforced concrete. Grout-in bottom of pull boxes will not be required.

Electrical pull boxes, unless noted otherwise on the Plans, shall be No. 5 or larger and shall have plastic lined lids.

86-1.02F Conductors and Cables.

86-1.02F(1)(c)(i) General. Circuit conductors shall be THW type.

86-1.02J Standards, Poles, Pedestals, and Posts. Where the State Standard Plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

86-1.02K Luminaires

86-1.02K(1) General. Luminaires must be LED with photoelectric control. Luminaire must be on the Authorized Material List for LED Luminaires.

86-1.02P Enclosures. Service equipment shall be 120V/240V, type as shown on Plans.

86-1.02R Signal Heads

86-1.02R(4)(a) Signal Sections. All vehicular indications shall be 12-inch.

86-1.02R(3) Backplates. Backplates shall be louvered aluminum alloy.

86-1.02R(4) Signal Faces. Vehicle indications shall be 12-inch LED with visors and backplates. Visors shall be aluminum alloy and full tunnel.

86-1.02U Pedestrian Push Button Assemblies. Pedestrian push buttons shall be Type B.

Pedestrian push button signs shall conform to the details shown on the plans, except that the message and symbols shall conform to the California Sign Specification Sheet No. R62D.

SECTION 87 – ELECTRICAL SYSTEMS

87-1.03A General.

No work shall commence, and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 35 calendar days prior to said delivery date.

New traffic signal system shall be in operation before the removal of existing traffic signal.

Traffic signal shutdowns shall be limited to the hours between 9 a.m. and 3 p.m. and shall not be permitted on Friday, Saturday, or Sundays.

Contractor shall coordinate with an Edison certified contractor to comply with minimum overhead clearances for the removal and/or installation of traffic signal poles. The cost to hire an Edison certified contractor to perform work shall be included in the lump sum price bid for traffic signal installation and no additional compensation will be allowed therefore.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The traffic signal must be operational within 5 days after erection of standards.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

All striping, pavement markings, and signing shall be in place prior to signal turn on.

Turn on of the traffic signal system shall not be made on a Friday or the day preceding a legal holiday and will be permitted between the hours of 9 a.m. and 2 p.m. only. The City shall be notified at least 48 hours prior to the intended turn on and the City's signal maintenance company must be present.

87-1.03C Installation of Pull Boxes. No new pull box shall be located in or within 1-foot of any curb ramp.

87-1.03E Excavation and Backfilling. Excavation for foundation shall be hand dug until clear of obstructions.

Existing footings for street lights and traffic signals shall be removed and the remaining hole backfilled and compacted.

87-1.03F Conductors and Cable Installations

87-1.03F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by

Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03V Detectors

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastomeric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

87-4.02C Street Name Signs. Signs shall be non-illuminated street name signs.

Details of color, style, borders, and spacing shall conform to the standards established by Caltrans. "Periods" shall not be used on abbreviations. A scale layout for each legend shall be submitted to the Engineer for approval prior to fabrication. Street name signs shall be double-sided.

Photoelectric Controls. Photoelectric control for luminaires shall be Type IV.

87-21.03B Maintaining Existing Electrical Systems. All work and materials required to keep the existing traffic signal and street lighting systems operational, including temporary traffic signal poles and wiring per Section 87-20 "Temporary Electrical Systems" will be considered as included in the lump-sum price bid for traffic signal modification and installation work, and no additional compensation will be allowed therefor.

PAYMENT

Payment for traffic signal poles, equipment, appurtenances and the installation thereof shall be included in the lump-sum price bid for each traffic signal modification as shown on the Plans, and no additional compensation will be allowed therefor.

BID ITEM DESCRIPTIONS

GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

BID ITEMS – SCHEDULE "A":

Bid Item 1 - Provide Construction Survey: Payment for this item shall include full compensation for all labor, materials, tools, equipment, surveyor, supervision, and incidentals required to provide construction survey as noted on the specifications. This bid item will be paid for per Lump Sum.

Bid Item 2 - Re-establish Monuments: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to re-establish existing monuments as noted on the plans and in the specifications. This bid item will be paid for per Each.

Bid Item 3 - Roadway Excavation: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required for excavation, compaction, grading, embankment grading, importing or exporting of soil. This bid item will be paid for Per Cubic Yard.

Bid Item 4 - Remove and Construct 8" Curb and Gutter: Payment for removal and construction of 8" curb and gutter shall be paid at the contract price per linear foot (LF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, 6-inch thick AC pavement, tack coat, compaction, disposing, and incidentals for the removal and construction of 8" curb and gutter as shown on plans and no additional compensation will be allowed therefor.

Bid Item 5 - Remove and Construct 4-Inch Thick PCC Sidewalk: Payment for removal and replacement of 4-inch thick PCC sidewalk shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and replacement of existing 4-inch PCC sidewalk and no additional compensation will be allowed therefor.

Bid Item 6 - Construct Retaining Curb: Payment for Construct Retaining Curb shall be paid at the contract price per linear foot (LF) and shall include full compensation including but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for Construct Retaining Curb and no additional compensation will be made therefor.

Bid Item 7 - Remove and Construct 4-Inch Thick PCC Residential Driveway: Payment for removal and replacement of 4-inch thick PCC Residential Driveway shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removing existing AC, removing and constructing curb and gutter, constructing 6-inch thick AC pavement, tack coat, compaction, disposing, hauling and incidentals for the removal and replacement of existing 4-inch PCC residential driveway per SPPWC Std. Plan No. 110-2 and no additional compensation will be allowed therefor.

Bid Item 8 - Remove and Construct 6-Inch Thick PCC Commercial Driveway: Payment for removal and replacement of 4-inch thick PCC Residential Driveway shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, removing existing AC, removing and constructing curb and gutter, constructing 6-inch thick AC pavement, tack coat, compaction, disposing, hauling and incidentals for the removal and replacement of existing PCC commercial driveway per SPPWC Std. Plan No. 110-2 and no additional compensation will be allowed therefor.

Bid Item 9 - Cold Mill Existing Asphalt Concrete, 2-Inch Depth: Payment for this item shall be paid for at the contract unit price per Square Foot (SF) and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation; removal of Petromat; and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

Bid Item 10 - Cold Mill Existing Asphalt Concrete, 2.5-Inch Depth: Payment for this item shall be paid for at the contract unit price per Square Foot (SF) and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation; removal and disposal of Petromat; and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

Bid Item 11 - Construct 2-Inch ARHM Cap Pave: This item shall be paid at the contract price per Ton and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, and other incidentals for doing all work, complete, and in place, involved in constructing asphalt-rubber hot mix cap pave as indicated in the contract documents and no additional compensation will be allowed therefor.

Bid Item 12 - Construct 2.5-Inch ARHM Cap Pave: This item shall be paid at the contract price per Ton and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, and other incidentals for doing all work, complete, and in place, involved in constructing asphalt-rubber hot mix cap pave as indicated in the contract documents and no additional compensation will be allowed therefor.

Bid Item 13 - Construct 2.5-Inch Thick HMA: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to construct 2.5-Inch Thick HMA to the lines and grades shown on the plans. This bid item will include furnishing the material, placement, compaction, prime coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt pavement meeting the requirements of the specifications. This bid item will be paid for per Ton.

Bid Item 14 – Construct 10.5-Inch Thick Class II Aggregate Base: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to construct 10.5-Inch Thick Class II Aggregate Base to the lines and grades shown on the plans. This bid item will include furnishing the material, placement, grading and compaction of subgrade, and all other work required to result in an aggregate base meeting the requirements of the specifications. This bid item will be paid for per cubic yard (CY).

Bid Item 15 – Remove Existing and Construct Portions of 8" Thick PCC Cross Gutter Spandrel per SPPWC Std 122-2: Payment for removal and construction of 8" thick PCC cross gutter spandrel per SPPWC Std 122-2 shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal and construction of 8" curb and gutter and no additional compensation will be allowed therefor.

Bid Item 16 – Construct Handrail Per SPPWC Std 606-4, Type B: Payment for Construct Handrail per SPPWC Std 606-4 shall be paid for at the contract unit price per Linear Foot (LF) and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, fabricating, installing, and incidentals and for doing all the work involved complete in place including foundation and end caps and no additional compensation will be allowed therefore.

Bid Item 17 – Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B: Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

Bid Item 18 – Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C: Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps,

landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

Bid Item 19 – Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Ramps Per Caltrans Std. Plan A88A: Payment for this item shall be paid at the contract price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install detectable warning surface and all other work required to result in a complete project and no additional compensation will be allowed therefor.

Bid Item 20 – Adjust Existing Manhole Frames and Covers to Finished Grade: Payment for this item shall be at the contract unit price per Each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary for adjusting existing manhole frames and covers to finished grade, including placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction and no additional compensation will be allowed therefor.

Bid Item 21 – Adjust Valve Box, Can, and Cap to Finished Grade: Payment for this item shall be at the contract unit price per Each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the work and no additional compensation will be allowed therefor.

Bid Item 22 – Signing and Striping: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install street signs, sign posts, hardware, striping, raised pavement markers, curb addresses, pavement legends and curb markings (paint and thermoplastic), including removing and disposing of existing signs, striping and markers, as shown on the plans and doing all other work necessary to complete the signing and striping installations in accordance with the Caltrans Standard Plans and Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 23 – Provide Traffic Control Plan and Traffic Control (3% Max of the Total Bid Amount): Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to place, remove, store, maintain, move to new locations, replace, and remove the components of the traffic control system, including stationary mounted construction area signs, solar powered arrow boards, changeable message signs, as well as flagging and temporary traffic delineators/striping for the project in accordance with of these Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

BID ITEMS – SCHEDULE "B":

Bid Item 24 -Construct 6" PCC Doweled Median Curb: Payment for Construct 6" PCC Doweled Median Curb, Type C2-6 shall be paid at the contract price per linear foot (LF) and shall include full compensation for furnishing and installing steel dowels, furnishing all labor, materials, tools, equipment and incidentals for Construct 6" PCC Doweled Median Curb, Type C2-6 per SPPWC Std. Plan No. 121-2 and no additional compensation will be allowed therefor.

Bid Item 25 -Install 4-Inch Thick PCC Concrete (Median): Payment for Construct 4-Inch Thich PCC Concrete (Median) shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and 2" compacted native at 90% relative compaction and incidentals for Construct 4" PCC Concrete (Median) and no additional compensation will be allowed therefor.

Bid Item 26-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B (Maclay Ave, Griswold Ave, Arroyo Ave): Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

Bid Item 27-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Griswold Ave): Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

Bid Item 28-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case B Modified (Arroyo Ave): Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and all other work required to result in a complete project.

Bid Item 29-Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A, Case C (Griswold Ave, Arroyo Ave): Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing

landscaping and irrigation, regrading, and all other work required to result in a complete project.

Bid Item 30 -Remove Raised Median and Curb: Payment for removal of raised median shall be paid at the contract price per square foot (SF) and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, and incidentals for the removal of raised median curb and no additional compensation will be allowed therefor. Pavement structural section under median shall remain in place.

Bid Item 31 -Traffic Signal Modification Glenoaks Blvd at Orange Grove Ave: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Orange Grove Ave, including maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 32 -Traffic Signal Modification Glenoaks Blvd at Harding Ave: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Harding Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 33 -Traffic Signal Modification Glenoaks Blvd at Maclay Ave: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Maclay Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 34 -Traffic Signal Modification Glenoaks Blvd at Brand Blvd: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Brand Blvd, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 35 -Traffic Signal Modification Glenoaks Blvd at Griswold Ave: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and

appurtenances required for modifying the traffic signal at Glenoaks Blvd and Griswold Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 36 - Traffic Signal Modification Glenoaks Blvd at Arroyo Ave: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing loop detectors, poles, signal equipment, conduit, wiring, and appurtenances required for modifying the traffic signal at Glenoaks Blvd and Harding Ave, including traffic control, maintaining existing and temporary electrical systems, installing temporary poles, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 37 – Provide Traffic Control Plan and Traffic Control (3% Max of the Total Bid Amount): Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to place, remove, store, maintain, move to new locations, replace, and remove the components of the traffic control system, including stationary mounted construction area signs, solar powered arrow boards, changeable message signs, as well as flagging and temporary traffic delineators/stripping for the project in accordance with of these Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of contract work completed.

Bid Item 38 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Orange Grove Avenue: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

Bid Item 39 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Harding Avenue: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

Bid Item 40 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Maclay Avenue: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

Bid Item 41 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Brand Boulevard: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

Bid Item 42 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Griswold Avenue: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional compensation will be allowed therefor.

Bid Item 43 - Furnish and Install 3" schedule 80 PVC conduit with 12 and 3 signal conductor cables at Glenoaks Boulevard and Arroyo Avenue: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in installing conduit and appurtenances complete in place. This bid item will be paid for by Lineal Foot (LF) and no additional

NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

If you are the apparent low bidder, second low bidder, or third low bidder, you must submit the following form, either with your bid or within four (4) business days after bid opening:

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-30)

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ DBE Information – Good Faith Efforts, Exhibit 15-H (p. F-32)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms):

- Equal Employment Opportunity Certification (p. F-24)
- Public Contracting Code Requirements (p. F-25)
- Debarment and Suspension Certification (p. F-26)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-27)

If applicable, the following form must be submitted with the bid:

- ☐ Disclosure of Lobbying Activities (p. F-28)

Construction Phase

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

If applicable, you will be required to submit the following form each month during construction:

- ☐ Monthly DBE Trucking Verification (p. F-35)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- ☐ Final Report – Utilization of Disadvantaged Businesses (p. F-37)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change (p. F-39)

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open. Only good faith efforts directed toward obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (See Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.

9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or consultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: *Construction Contract DBE Commitment*.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. *Suspensions of Work Ordered by the Engineer*

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. *Significant Changes in the Character of Work*

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work by the commencement date stated in the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **Eighty (80) WORKING DAYS** after the commencement date stated in the Notice to Proceed.

The Contractor shall pay to the City of San Fernando the sum of **\$3,200** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 10 pages must be physically inserted into the contract without modification.]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Required Federal-Aid Contract Language

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and will establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

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a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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- (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

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h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA CA Stanislaus	24.3
	8120 Stockton, CA CA San Joaquin	19.8
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA CA Kern	26.1
	2840 Fresno, CA	

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions (to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is [Click or tap here to enter text.](#)

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain approval from the City for this submitted information before you start work. The City credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. A copy of the program you will comply with in providing the training

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The ☐bidder / ☐proposed subcontractor hereby certifies that he ☐has / ☐has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): (attach Continuation Sheet(s) if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) if necessary)
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature Value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		

Authorized for Local Reproduction
Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, *e.g.*, the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (*e.g.*, Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (*e.g.*, Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, *e.g.*, "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of San Fernando 2. Contract DBE Goal: 14%
3. Project Description: Street resurfacing, construction of median, and traffic signal improvements
4. Project Location: Glenoaks Boulevard Between West City Boundary to East City Boundary
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

DBE INFORMATION - GOOD FAITH EFFORTSFederal-aid Project No. **HSIPL-5202(018)**

Bid Opening Date

The City of **San Fernando** established a Disadvantaged Business Enterprise (DBE) goal of **14%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

DBE Information – Good Faith Efforts

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

State of California-Department of Transportation

Contract No.			Month			Year	
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Highway Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					Total Amount Paid		

Business Phone No.

*Upon Request, all Lease Agreements shall be made available, in accordance with the Special Provisions.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Date _____

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non-DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

Final Report – Utilization of Disadvantaged Business Enterprise (DBE) and First-Tier Subcontractors

15. ORIGINAL DBE COMMITMENT AMOUNT \$

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

[illegible]

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

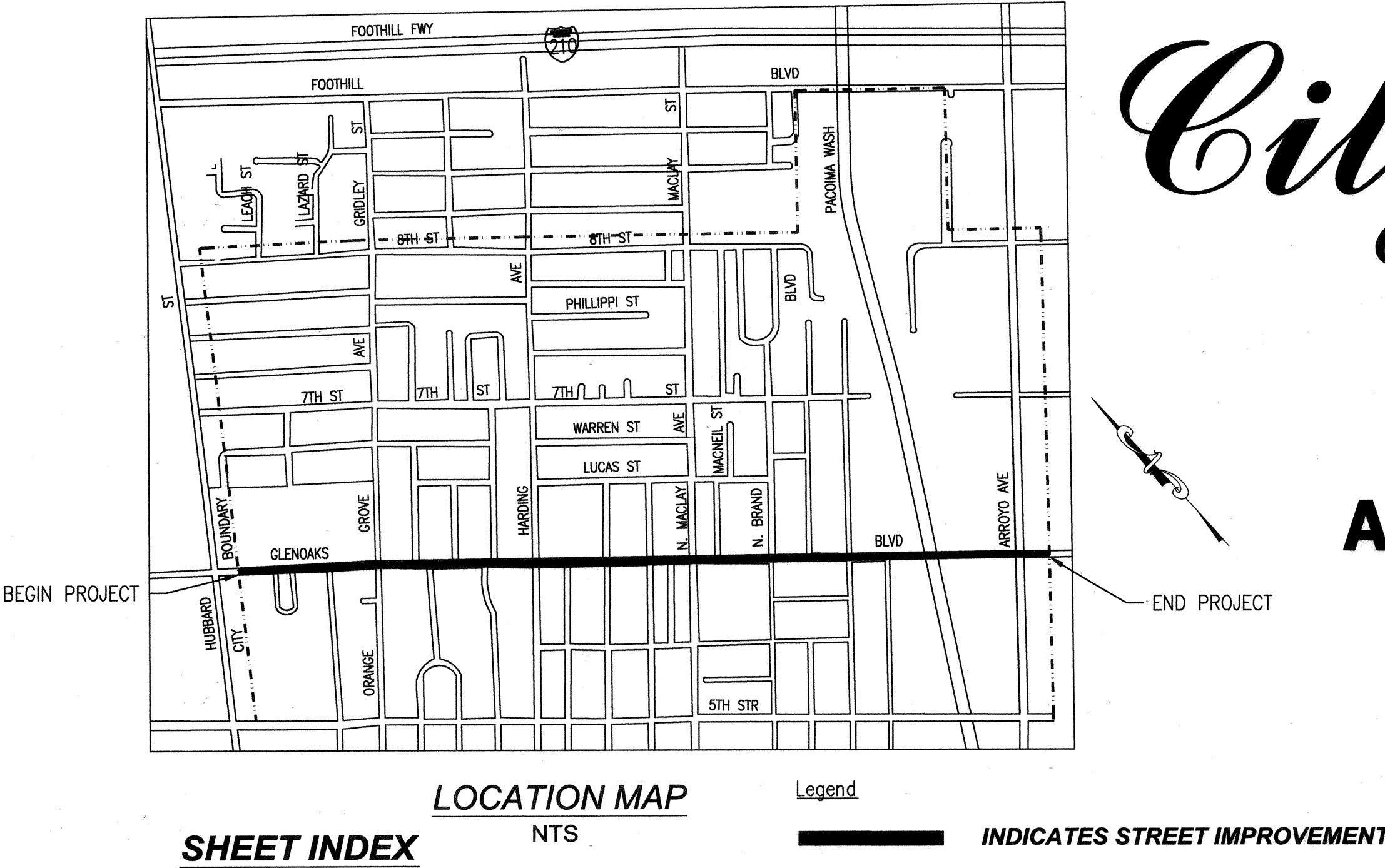
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



City of San Fernando

PUBLIC WORKS DEPARTMENT GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT FEDERAL PROJECT NO. HSIPL-5202(018)

JOB NO. 7595
PLN NO. P-728

NOTICE TO CONTRACTOR:

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND 811 ALERT FOR LOCATIONS OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETE/LANDSCAPING DURING CONSTRUCTION.

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AV	AIR VAC
BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BEG.	BEGIN
BO	BLOWOFF
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
BX	BOTTOM OF X
C&G	CURB AND GUTTER
CAB	CRUSHED AGGREGATE BASE
CB	CATCH BASIN
C/C	CENTERLINE
CF	CURB FACE
CIR	COLD IN-PLACE RECYCLE
CLF	CHAIN LINK FENCE
CLR	CLEAR
CONC	CONCRETE
CONST.	CONSTRUCTION
CP	CALIFORNIA PLUMBING CODE
DI	DUCTILE IRON
DMY	DRIVEWAY
DWG	DRAWING
E	EAST
EC	END CURVE
ECR	END CURB RETURN
EG	EDGE OF GUTTER
ELEV	ELEVATION
EOP/EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX/EXIST.	EXISTING
FDR	FULL DEPTH RECLAMATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GI	GALVANIZED IRON
GL	GUTTER LIP
GB	GRADE BREAK
HMA	HOT MIX ASPHALT
HTF	HIGH TENSILE FIBER
INT.	INTERSECTION
INV	INVERT
INWVD	INVERT
L	LENGTH
LF	LINEAR FEET
LIP	LIP OF GUTTER
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
N	NORTH
N.I.C.	NOT IN CONTRACT
NLY	NORTHERLY
NO	NUMBER
NTS	NOT TO SCALE
O.C.	ON CENTER
OG	ORIGINAL GROUND
OH	OVERHEAD
PI	POINT OF INTERSECTION
PCC	PORTLAND CEMENT CONCRETE
PG&E	PACIFIC GAS AND ELECTRIC
PMB	PROCESSED MISCELLANEOUS BASE
P.O.C.	POINT OF CONNECTION
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PROP.	PROPOSED
PRVC	POINT OF REVERSE VERTICAL CURVE
PT	POINT
PVC	POLYVINYL CHLORIDE
PVMT.	PAVEMENT
R	RATE, RADIUS
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RSP	ROCK SLOPE PROTECTION
RT	RIGHT
R/W	RIGHT-OF-WAY
S	SLOPE
SLY	SOUTHERLY
SCE	SOUTHERN CALIFORNIA EDISON
SDH	SCHEDULE
SDMH	STORM DRAIN MANHOLE
SDWK	SIDEWALK
ST	STREET
STA	STATION
STD	STANDARD
ST.GR.	STRAIGHT GRADE
TC	TOP OF CURB
TELE	TELEPHONE
TO	TOP OF GRATE
TOP	TOP OF PLATFORM
TR	TOP OF RAIL
TW	TOP OF WALL
TX	TOP OF X
TYP	TYPICAL
V	DEPTH
VAR	VARIES
VCP	VITRIFIED CLAY PIPE
W	WIDTH, WEST
WM	WATER METER

PUBLIC UTILITIES CONTACTS

WATER:
CITY OF SAN FERNANDO
120 MACNEIL STREET
SAN FERNANDO, CA 91340
TONY SALAZAR OR DANNY GARCIA
818 898 1293

WASTEWATER:
CITY OF SAN FERNANDO
120 MACNEIL STREET
SAN FERNANDO, CA 91340
DALE WARREN
818 898 1293

ELECTRICITY:
SOUTHERN CALIFORNIA EDISON COMPANY
EMERGENCY CALLS
800 611 1911

GAS:
SOUTHERN CALIFORNIA GAS COMPANY
EMERGENCY CALLS
818 701 3342

TELEPHONE:
VERIZON/GTE
EMERGENCY CALLS
818 365 3128

CABLE:
TIME WARNER
EMERGENCY CALLS
818 700 6100

POLICE:
CITY OF SAN FERNANDO POLICE DEPT.
NON-EMERGENCY NUMBER
818 898 1267, EXT. 0

FIRE:
CITY OF LOS ANGELES FIRE DEPT. STATION 91
14430 POLK STREET
LOS ANGELES, CA 91342
NON-EMERGENCY NUMBER
818 756 8691

UTILITY LEGEND

— OH —	E	OVERHEAD ELECTRICAL
— E —		ELECTRICAL
— G —		GAS
— SS —		SEWER
— SD —		STORM DRAIN
— CA TV —		CABLE TELEVISION
— T —		TELEPHONE
— W —		WATER
— HPG —		HIGH PRESSURE GAS

LANDFILLS

BRADLEY LANDFILL & RECYCLING CENTER/
WASTE MANAGEMENT, INC.
9081 TUJUNGA AVE.
SUN VALLEY, CA 91352
(818) 767-6180
(818) 767-5867

STRAATHERN INERT LANDFILL
8230 TUJUNGA AVE.
SUN VALLEY, CA 91352

CALMAT INERT LANDFILL
9436 GLENOAKS BLVD.
SUN VALLEY, CA 91352

GENERAL NOTES:

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE SHOWN ON THESE PLANS WAS OBTAINED BY A SEARCH OF AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR SUBSTRUCTURE WITHIN THE LIMITS OF THE PROJECT.
- THE CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OR THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

SIGNING AND STRIPING GENERAL NOTES:

- TRAFFIC SIGNING AND STRIPING SHALL CONFORM TO THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), DATED 2014, THESE PLANS AND THE SPECIAL PROVISIONS.
- ALL STRIPING DETAILS, PAVEMENT MARKINGS, AND CROSSWALKS SHALL BE THERMOPLASTIC. CURB MARKINGS SHALL BE PAINT, 2 COATS.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB ADDRESS NUMBERS WITHIN THE PROJECT LIMITS.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
- ALL EXISTING CURB MARKINGS WITHIN THE PROJECT LIMITS SHALL BE REPAINTED.
- ALL CURB ADDRESS MARKINGS WITHIN THE PROJECT LIMITS SHALL BE REPAINTED.
- CONFLICTING STRIPING AND PAVEMENT LEGENDS SHALL BE REMOVED. REMOVAL OF CONFLICTING STRIPING AND PAVEMENT LEGENDS SHALL BE BY WET SANDBLASTING (PAINT) OR BY GRINDING (THERMOPLASTIC). STRIPING REMOVALS SHALL INCLUDE REMOVING RAISED PAVEMENT MARKERS.

NOTE: ALL DIMENSIONS ARE SHOWN IN FEET
UNLESS OTHERWISE NOTED.

Directory Path: U:\07289 - SF Glenoaks & HSIPL-7\900-FS&E\901-Plans\p-TITLE-01.dwg, Date: 07/11/19

Know what's below.
Call before you dig.

REV.	DATE	BY	DESCRIPTION	APP'VD

REV.	DATE	BY	DESCRIPTION	APP'VD

PLANS PREPARED BY:
WILLDAN Engineering
13181 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:

TYRONE PETER RCE 81888 DATE 7-11-19
DRAWN BY: BR/BR DESIGNED BY: BR/AE CHECKED BY: TP

REGISTERED PROFESSIONAL ENGINEER
TYRONE PETER
NO. 81888
CIVIL ENGINEER
STATE OF CALIFORNIA

SUBMITTED BY:

PATSY OROZCO, CI ASSISTANT II DATE 7/11/19

APPROVED:

YING KWAN, CITY ENGINEER DATE 7/12/19
R.C.E. NO.: 42418

CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

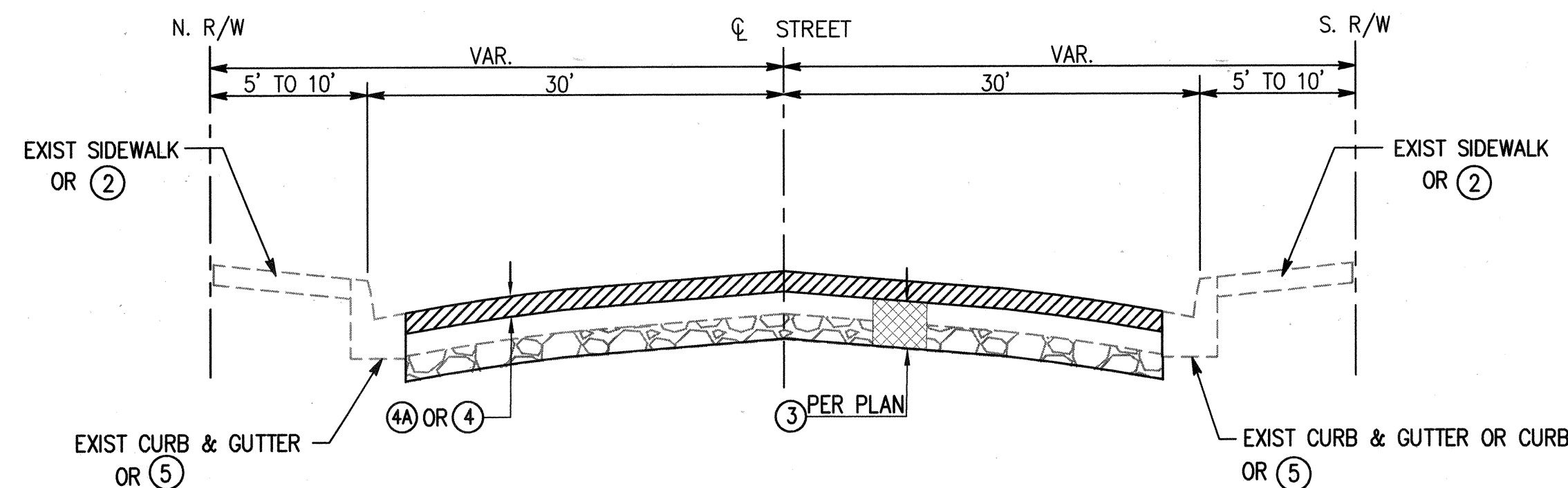
TITLE SHEET	
GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT	
JOB NO. 7595	PLAN NO. P-728

SHEET NO.

1

OF

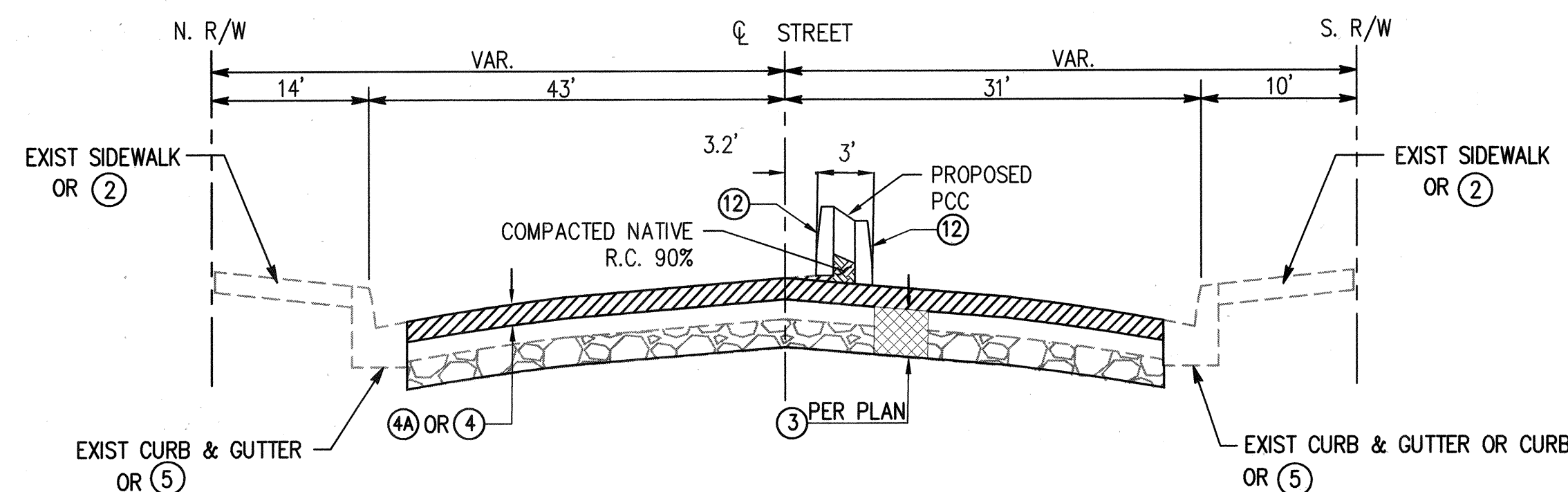
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TYPICAL STREET SECTION

GLENOAKS BLVD - FROM WEST CITY LIMITS TO 16+52
FROM 21+00 TO 29+59
FROM 34+18 TO 37+43
FROM 38+42 TO 41+00
FROM 61+08 TO 64+71
FROM 65+41 TO 69+85

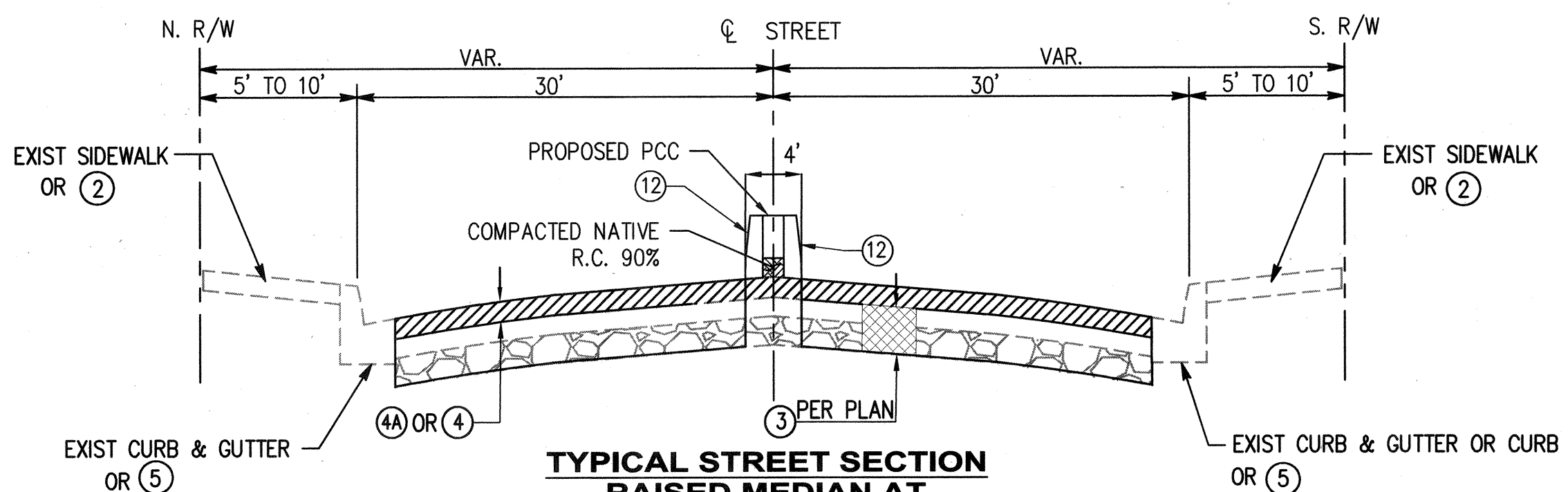
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TYPICAL STREET SECTION

GLENOAKS BLVD - FROM 73+25 TO 74+26

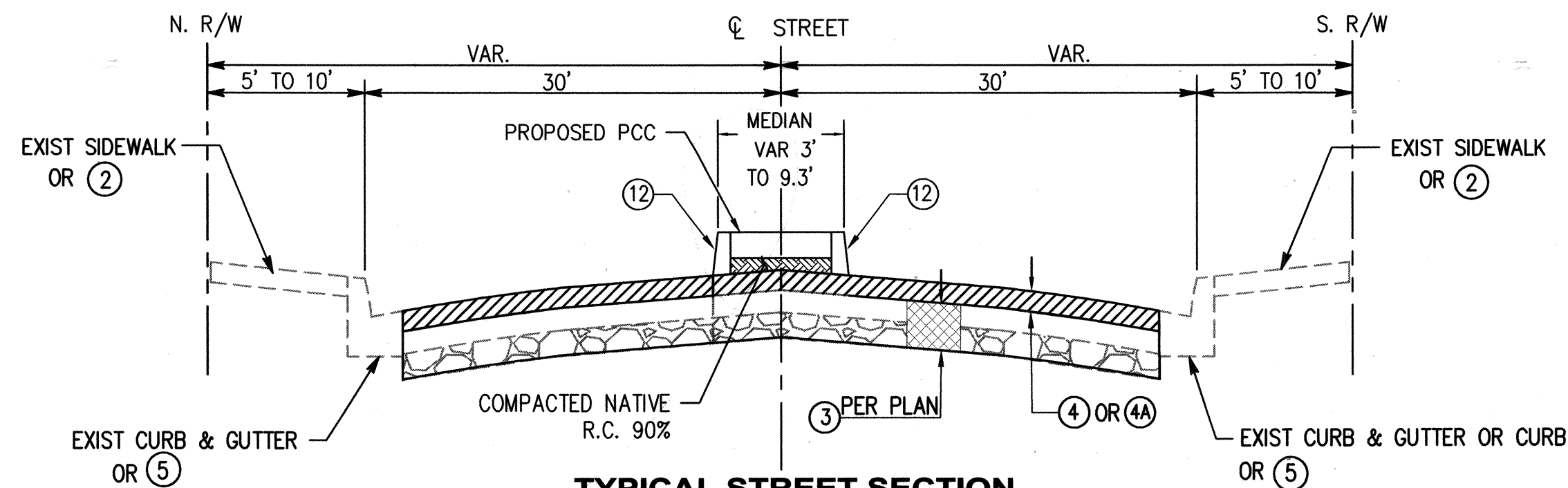
NTS



**TYPICAL STREET SECTION
RAISED MEDIAN AT
CENTERLINE**

GLENOAKS BLVD - FROM 37+43 TO 38+03
FROM 38+21 TO 38+41
FROM 41+00 TO 42+00

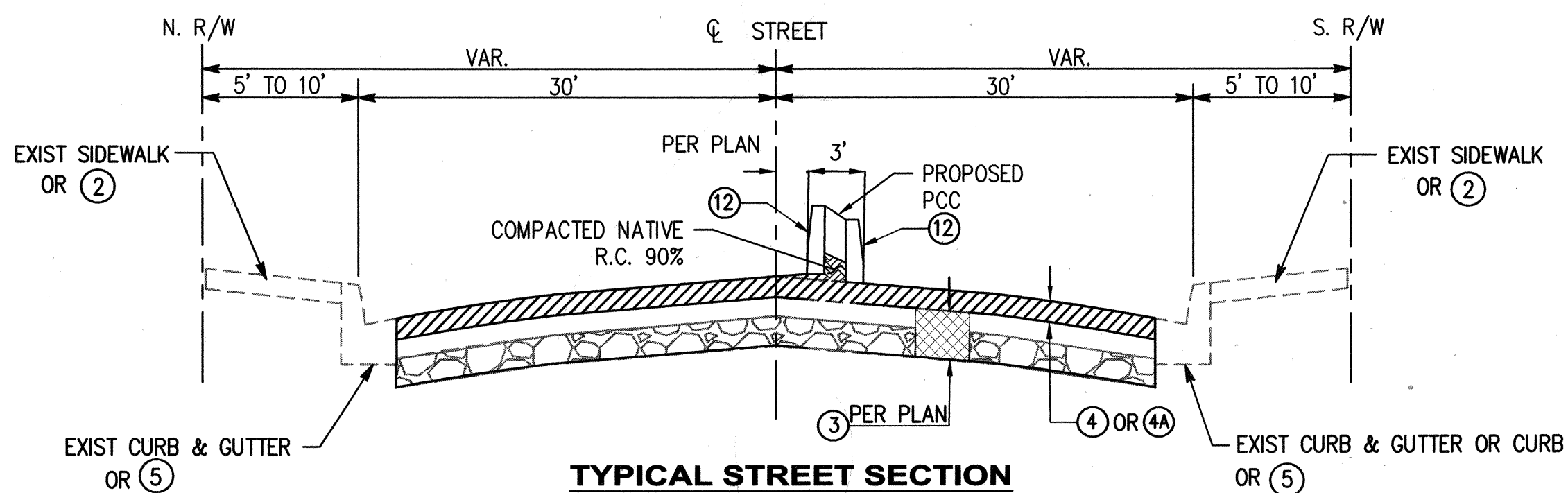
NTS



**TYPICAL STREET SECTION
RAISED MEDIAN AT
VARIOUS LOCATIONS
NTS**

GLENOAKS BLVD - FROM 16+59 TO 17+49
FROM 19+63 TO 20+98
FROM 29+59 TO 30+94
FROM 32+84 TO 34+18
FROM 42+00 TO 43+40

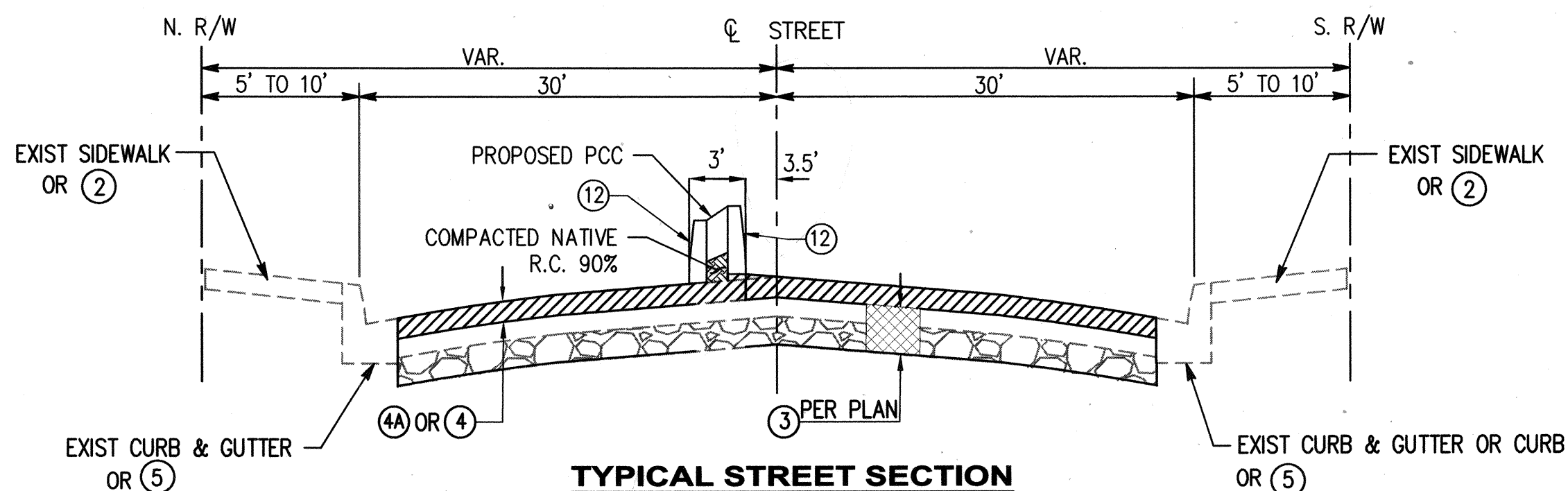
FROM 46+62 TO 50+38
FROM 53+08 TO 53+98
FROM 55+23 TO 56+91
FROM 59+74 TO 61+08
FROM 69+85 TO 70+76



**TYPICAL STREET SECTION
WESTBOUND LEFT TURN
POCKETS WITH RAISED
MEDIANS**

GLENOAKS BLVD - FROM 19+15 TO 19+63
FROM 32+38 TO 32+84
FROM 45+73 TO 46+62
FROM 52+35 TO 53+08
FROM 58+79 TO 59+74

NTS



**TYPICAL STREET SECTION
EASTBOUND LEFT TURN
POCKETS WITH RAISED
MEDIANS**

GLENOAKS BLVD - FROM 17+49 TO 18+27
FROM 30+94 TO 31+48
FROM 43+40 TO 44+49
FROM 50+38 TO 51+12
FROM 53+98 TO 54+67
FROM 56+91 TO 57+85
FROM 70+76 TO 72+31

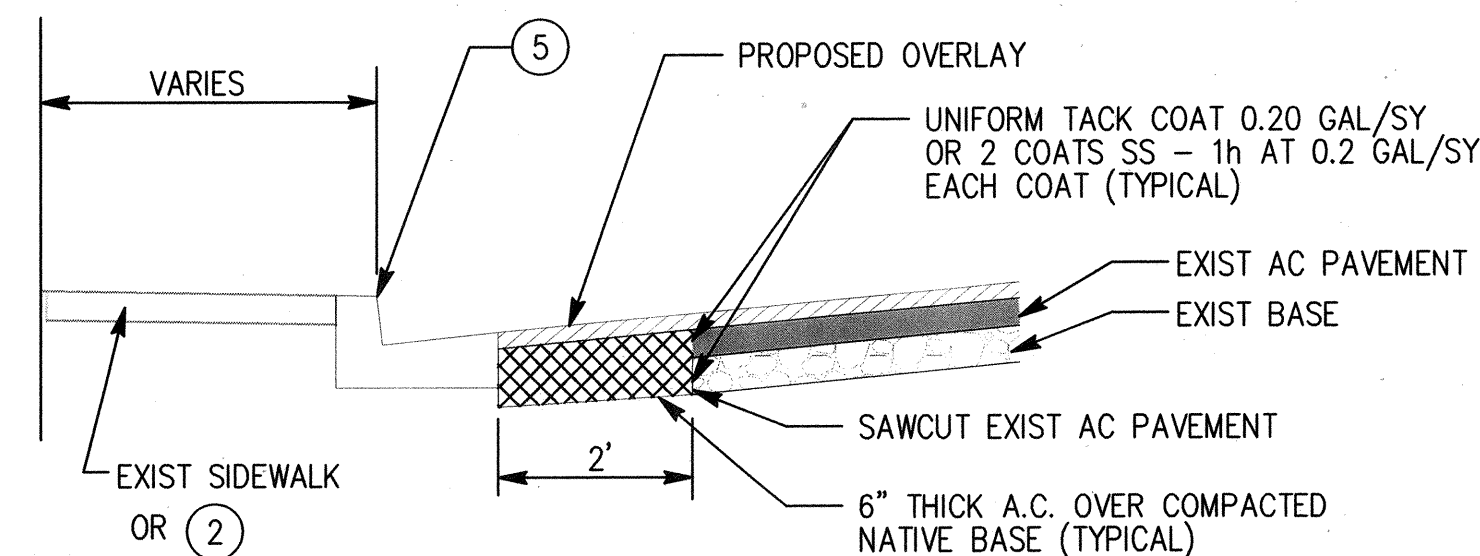
NTS

CONSTRUCTION NOTES:

- (P) PROTECT IN PLACE
- (R) REMOVE AS SHOWN
- (1) REMOVE AND CONSTRUCT 4" THICK PCC DRIVEWAY PER SPPWC STD. PLAN NO. 110-2, TYPE PER PLAN.
- (2) REMOVE AND CONSTRUCT 4 INCH THICK PCC SIDEWALK TO MATCH EXISTING.
- (3) REMOVE AND CONSTRUCT 2.5 INCH HOT MIX ASPHALT OVER 10.5 INCH CLASS 2 AGGREGATE BASE
- (4) COLD MILL EXIST AC 2" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
- (4A) COLD MILL EXIST AC 2.5" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2.5" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
- (5) REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC PLAN NO. 120-2, TO MATCH EXISTING.
- (12) CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
- (15) CONSTRUCT METAL HANDRAIL PER SPPWC STD PLAN NO 606-4, TYPE B

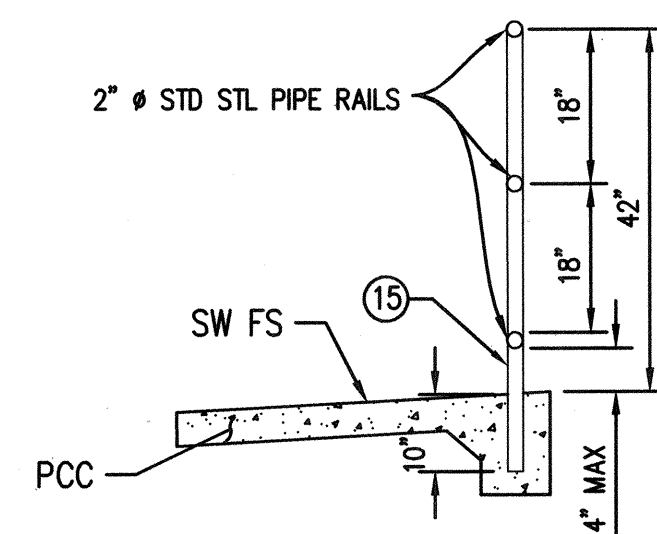
LEGEND

- (2) SIDEWALK
- (3) REMOVE AND CONSTRUCT 2.5" HMA OVER 10.5" CLASS 2 AGGREGATE BASE
- (4) PROPOSED UNIFORM 2" COLD MILL AND OVERLAY
- (4A) PROPOSED UNIFORM 2.5" COLD MILL, REMOVE PETROMAT AND OVERLAY
- (5) CURB AND GUTTER
- EXIST AGGREGATE BASE



CURB AND GUTTER REPLACEMENT

NTS



METAL HAND RAILING

NTS

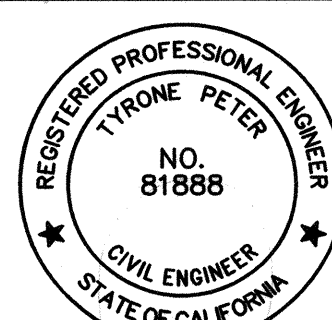
* REFER SPPWC STD PLAN 606-4, TYPE "B" FOR METAL HAND RAILING DETAILS NOT SHOWN

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:

Tyrone Peter
TYRONE PETER
DRAWN BY: SM/BR



7-11-19
RCE 81888
DATE
DESIGNED BY: BR/AE | CHECKED BY: TP

SUBMITTED BY:
Patsy Orozco
PATSY OROZCO, ASSISTANT II



PUBLIC WORKS DEPARTMENT

**TYPICAL SECTION AND DETAILS
GLENOAKS BOULEVARD
27+00 TO 50+00**

JOB NO. 7595

PLAN NO. P-728

SHEET NO.
2
OF
20



Know what's below.
Call before you dig.

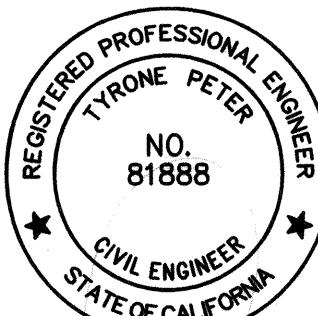
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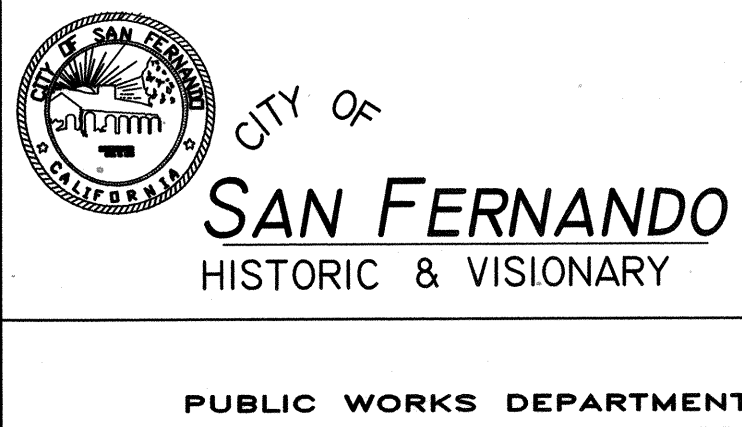
Know what's below.
Call before you dig.

REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
TYRONE PETER RCE 81888 DATE 7-11-19
DRAWN BY: SM/BR DESIGNED BY: BR/AE CHECKED BY: TP



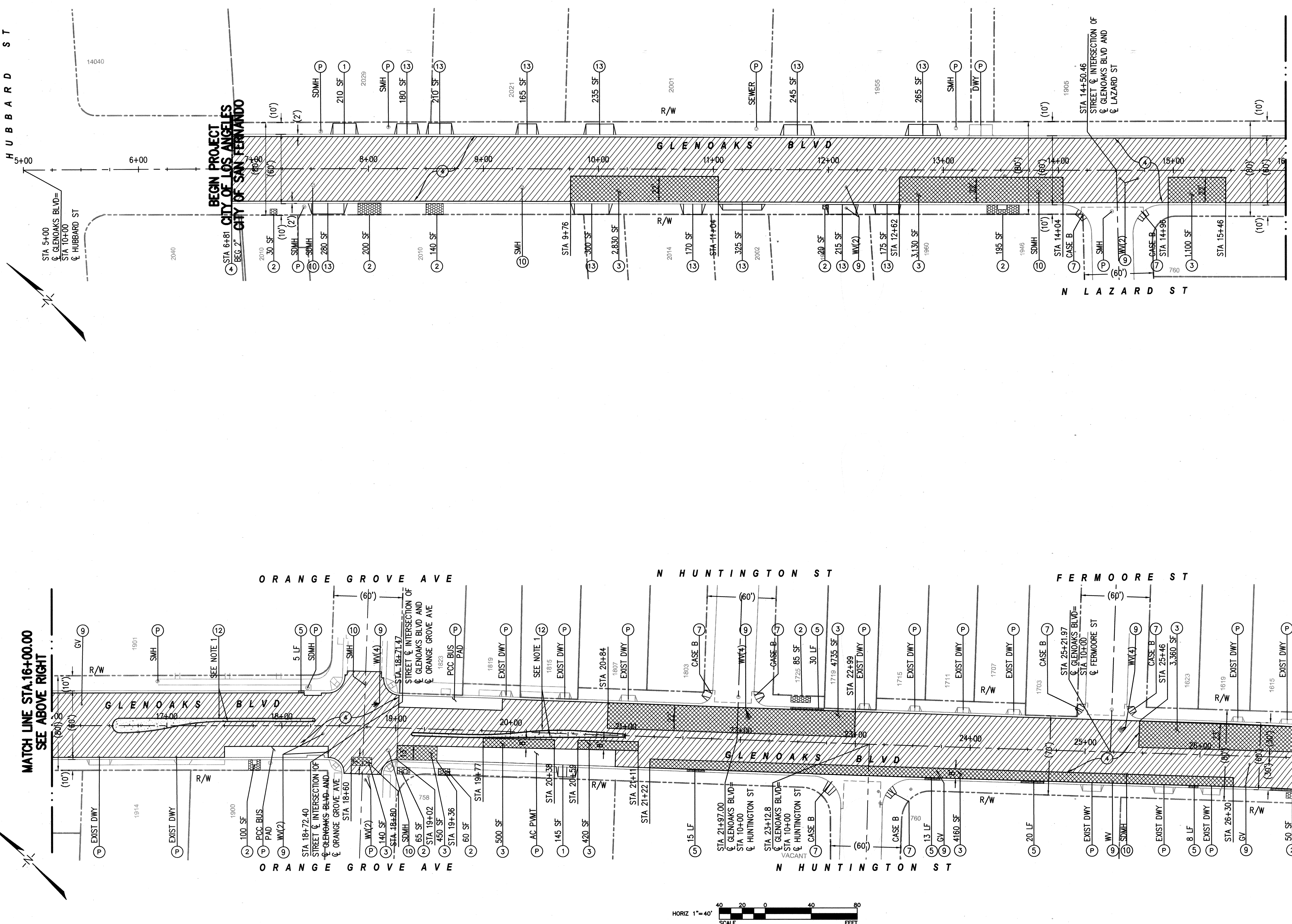
SUBMITTED BY: *[Signature]*
PATSY OROZCO, CL ASSISTANT II
DATE: _____



STREET RESURFACING PLAN
GLENOAKS BOULEVARD
WEST CITY LIMIT TO 27+00

JOB NO. 7595 PLAN NO. P-728

SHEET NO.
03
OF
20



- NOTES:
- FOR MEDIAN CONSTRUCTION SEE SHEETS NO. 06 THRU 09
 - FOR UTILITIES SEE SHEETS NO. 10 & 11
 - FOR TRAFFIC SIGNAL AND STRIPING PLANS SEE SHEETS 12 THRU 20
- CONSTRUCTION NOTES:
- (P) PROTECT IN PLACE
 - (R) REMOVE AS SHOWN
 - (1) REMOVE AND CONSTRUCT 4" THICK PCC DRIVEWAY PER SPPWC STD. PLAN NO. 110-2. TYPE PER PLAN.
 - (2) REMOVE AND CONSTRUCT 4 INCH THICK PCC SIDEWALK TO MATCH EXISTING.
 - (3) REMOVE AND CONSTRUCT 2.5 INCH HOT MIX ASPHALT OVER 10.5 INCH CLASS 2 AGGREGATE BASE
 - (4) COLD MILL EXIST AC 2" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
 - (5) REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC PLAN NO. 120-2, TO MATCH EXISTING.
 - (7) REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A. CASE PER PLAN.
 - (9) ADJUST/RELOCATE VALVE BOX FRAME AND COVER TO GRADE
 - (10) ADJUST MANHOLE FRAME AND COVER TO GRADE
 - (12) CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
 - (13) REMOVE AND CONSTRUCT 6" THICK PCC DRIVEWAY PER SPPWC STD. PLAN NO. 110-2. TYPE PER PLAN.
- LEGEND
- (2) SIDEWALK
 - (3) REMOVE AND CONSTRUCT 2.5" HMA OVER 10.5" CLASS 2 AGGREGATE BASE
 - (4) PROPOSED UNIFORM 2" COLD MILL AND OVERLAY
 - (4A) PROPOSED UNIFORM 2.5" COLD MILL, REMOVE PETROMAT AND OVERLAY
 - (5) CURB AND GUTTER

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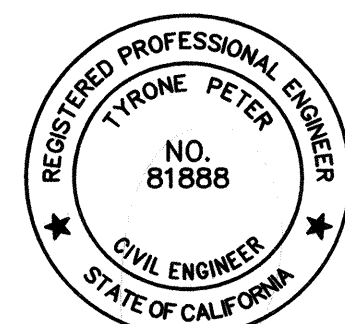


Know what's below.
Call before you dig.

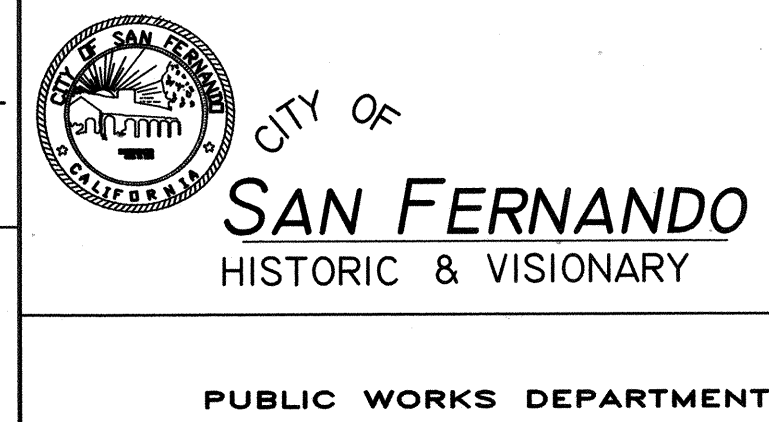
REV.	DATE	BY	DESCRIPTION	APP'D

REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
Tyrone Peter
TYRONE PETER RCE 81888 DATE 7-11-19
DRAWN BY: SM/BR DESIGNED BY: BR/AE CHECKED BY: TP

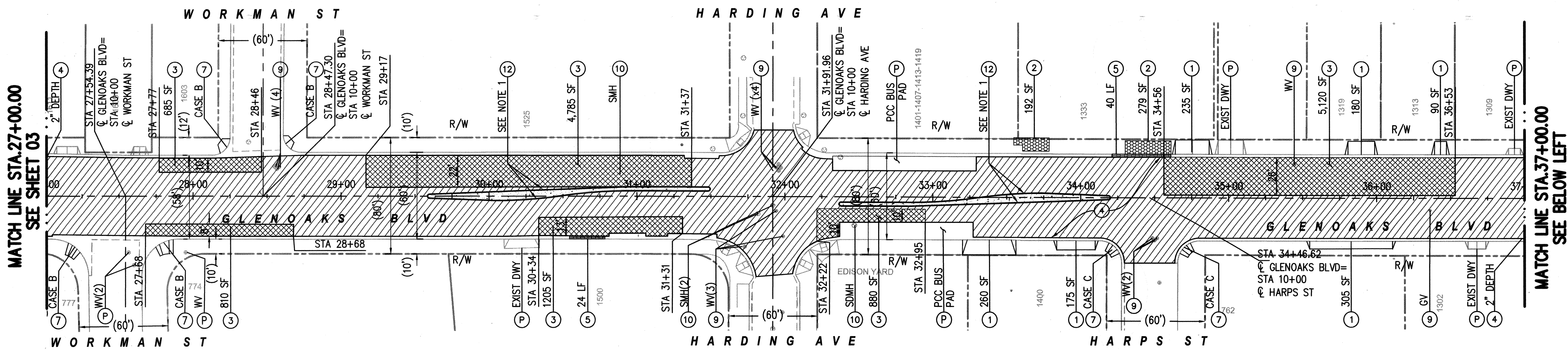
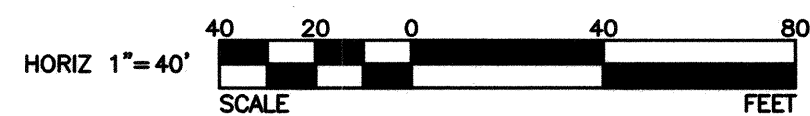
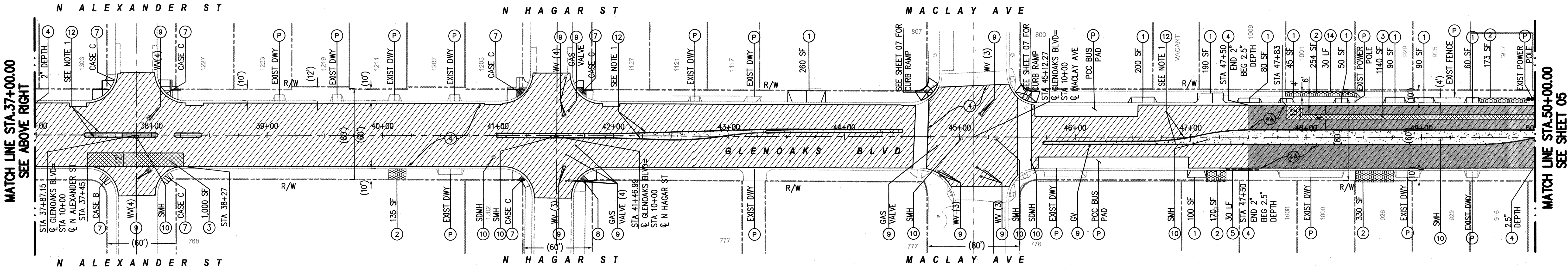


SUBMITTED BY: *Patsy Orozco*
PATSY OROZCO, DE ASSISTANT II
DATE: *7/11/19*



STREET RESURFACING PLAN GLENOAKS BOULEVARD 27+00 TO 50+00	
JOB NO. 7595	PLAN NO. P-728

SHEET NO.
04
OF
20



LEGEND

- ② SIDEWALK
- ③ REMOVE AND CONSTRUCT 2.5" HMA OVER 10.5" CLASS 2 AGGREGATE BASE
- ④ PROPOSED UNIFORM 2" COLD MILL AND OVERLAY
- ④A PROPOSED UNIFORM 2.5" COLD MILL, REMOVE PETROMAT AND OVERLAY
- ⑤ CURB AND GUTTER
- ⑧ DETECTABLE WARNING SURFACE

NOTES:

1. FOR MEDIAN CONSTRUCTION SEE SHEETS NO. 06 THRU 09
2. FOR UTILITIES SEE SHEETS NO. 10 & 11
3. FOR TRAFFIC SIGNAL AND STRIPING PLANS SEE SHEETS 12 THRU 20

CONSTRUCTION NOTES:

- ① REMOVE AND CONSTRUCT 4" THICK PCC DRIVEWAY PER SPPWC STD. PLAN NO. 110-2, TYPE PER PLAN.
- ② REMOVE AND CONSTRUCT 4 INCH THICK PCC SIDEWALK TO MATCH EXISTING.
- ③ REMOVE AND CONSTRUCT 2.5 INCH HOT MIX ASPHALT OVER 10.5 INCH CLASS 2 AGGREGATE BASE
- ④ COLD MILL EXIST AC 2" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
- ④A COLD MILL EXIST AC 2.5" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2.5" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
- ⑤ REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC PLAN NO. 120-2, TO MATCH EXISTING.
- ⑦ REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A. CASE PER PLAN.
- ⑧ FURNISH AND INSTALL DETECTABLE WARNING SURFACE (TRUNCATED DOMES) ON EXISTING RAMP PER CALTRANS STD. PLAN A88A.
- ⑨ ADJUST/RELOCATE VALVE BOX FRAME AND COVER TO GRADE
- ⑩ ADJUST MANHOLE FRAME AND COVER TO GRADE
- ⑫ CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
- ⑭ CONSTRUCT RETAINING A1-6 CURB PER SPPWC PLAN NO 120-2

MATCH LINE STA.50+00.00
SEE SHEET 04

MATCH LINE STA.61+00.00
SEE ABOVE RIGHT

MATCH LINE STA.61+00.00
SEE BELOW LEFT

LEGEND

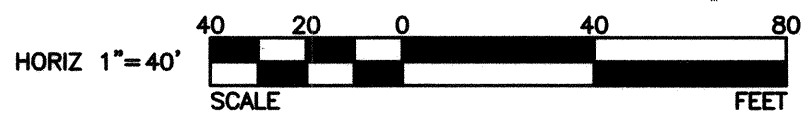
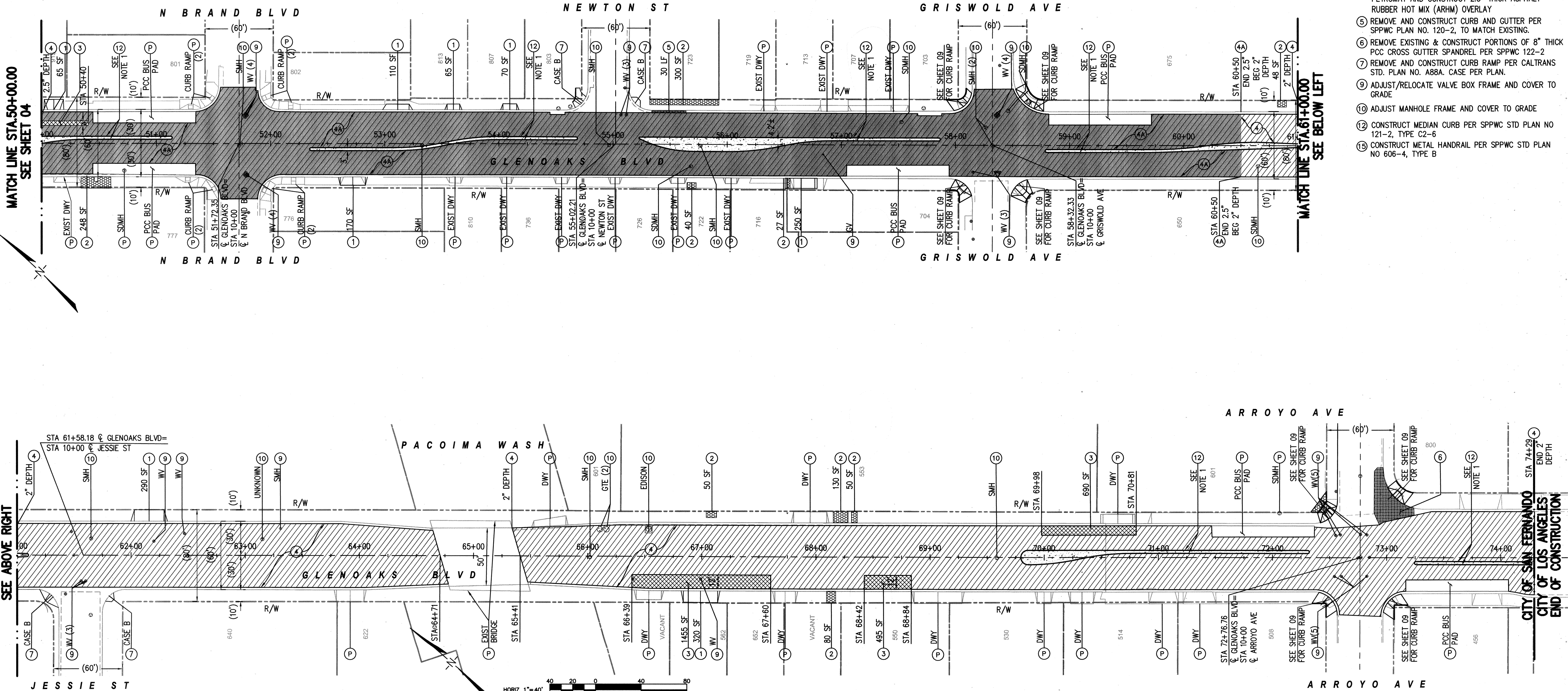
- ② SIDEWALK
- ③ REMOVE AND CONSTRUCT 2.5" HMA OVER 10.5" CLASS 2 AGGREGATE BASE
- ④ PROPOSED UNIFORM 2" COLD MILL AND OVERLAY
- ④A PROPOSED UNIFORM 2.5" COLD MILL, REMOVE PETROMAT AND OVERLAY
- ⑤ CURB AND GUTTER

NOTES:

1. FOR MEDIAN CONSTRUCTION SEE SHEETS NO. 06 THRU 09
2. FOR UTILITIES SEE SHEETS NO. 10 & 11
3. FOR TRAFFIC SIGNAL AND STRIPING PLANS SEE SHEETS 12 THRU 20

CONSTRUCTION NOTES:

- Ⓟ PROTECT IN PLACE
- Ⓡ REMOVE AS SHOWN
- ① REMOVE AND CONSTRUCT 4" THICK PCC DRIVEWAY PER SPPWC STD. PLAN NO. 110-2, TYPE PER PLAN.
- ② REMOVE AND CONSTRUCT 4 INCH THICK PCC SIDEWALK TO MATCH EXISTING.
- ③ REMOVE AND CONSTRUCT 2.5 INCH HOT MIX ASPHALT OVER 10.5 INCH CLASS 2 AGGREGATE BASE
- ④ COLD MILL EXIST AC 2" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
- ④A COLD MILL EXIST AC 2.5" UNIFORM DEPTH, REMOVE PETROMAT AND CONSTRUCT 2.5" THICK ASPHALT RUBBER HOT MIX (ARHM) OVERLAY
- ⑤ REMOVE AND CONSTRUCT CURB AND GUTTER PER SPPWC PLAN NO. 120-2, TO MATCH EXISTING.
- ⑥ REMOVE EXISTING & CONSTRUCT PORTIONS OF 8" THICK PCC CROSS GUTTER SPANDREL PER SPPWC 122-2
- ⑦ REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A, CASE PER PLAN.
- ⑨ ADJUST/RELOCATE VALVE BOX FRAME AND COVER TO GRADE
- ⑩ ADJUST MANHOLE FRAME AND COVER TO GRADE
- ⑫ CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
- ⑬ CONSTRUCT METAL HANDRAIL PER SPPWC STD PLAN NO 606-4, TYPE B



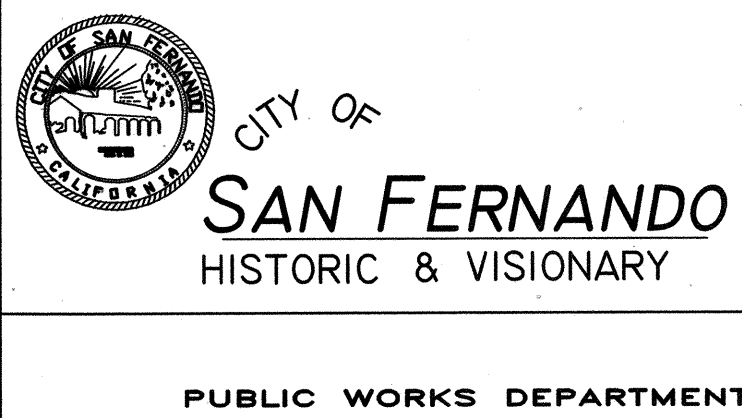
REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
TYRONE PETER
RCE 81888
DRAWN BY: SM/BR



SUBMITTED BY:
[Signature]
PATSY ORDOZCO, DE ASSISTANT II
DATE: *[Signature]*

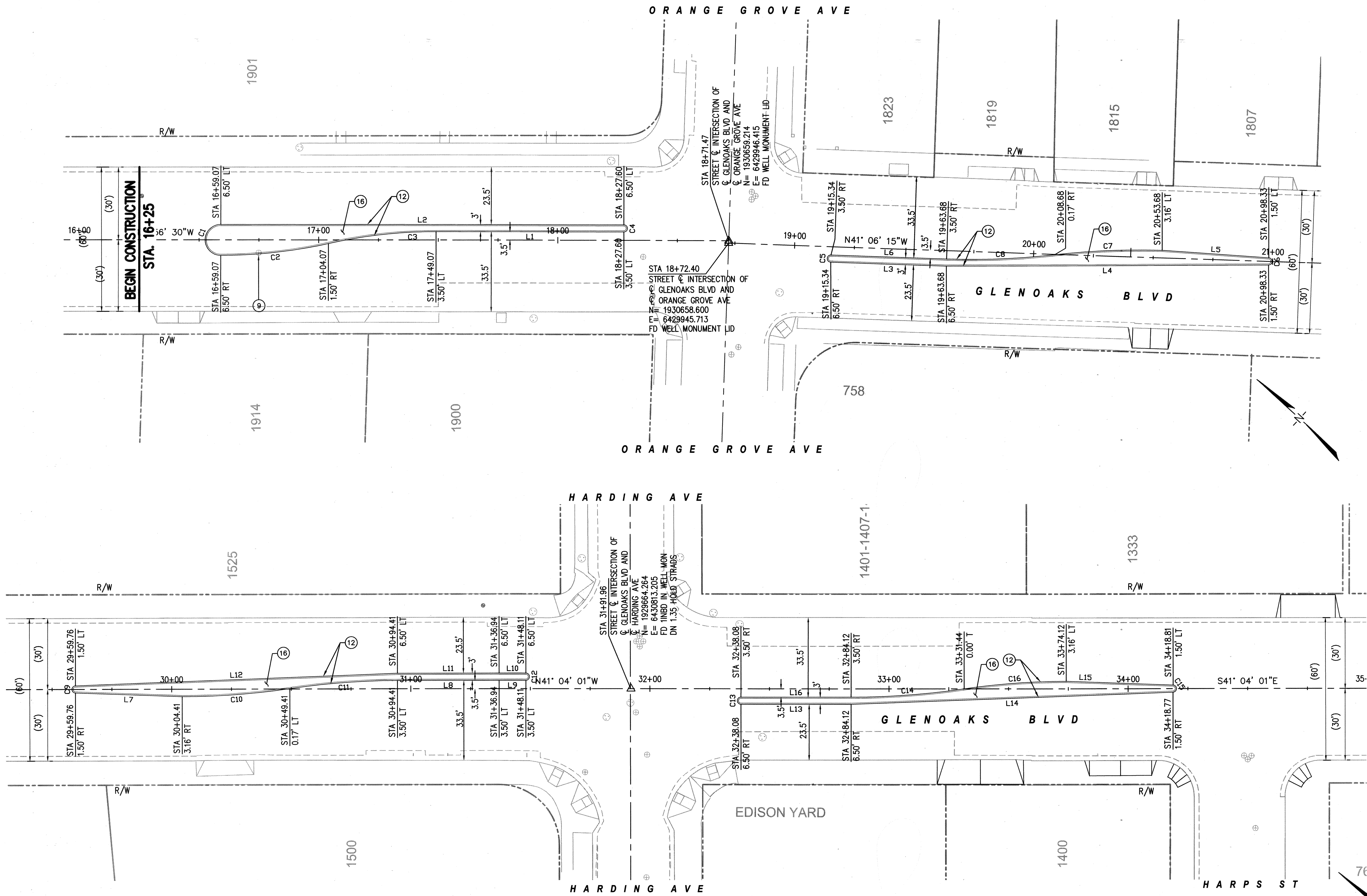


STREET RESURFACING PLAN
GLENOAKS BOULEVARD
50+00 TO EAST CITY LIMITS

JOB NO. 7595 PLAN NO. P-728

SHEET NO.
05
OF
20



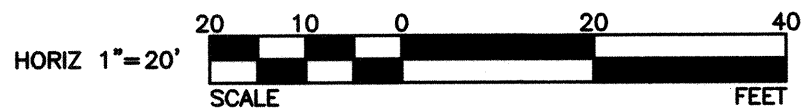


CONSTRUCTION NOTES:

- (P) PROTECT IN PLACE
- (R) REMOVE AS SHOWN
- (7) REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A. CASE PER PLAN.
- (9) ADJUST/RELOCATE VALVE BOX FRAME AND COVER TO GRADE
- (12) CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
- (16) CONSTRUCT 4" PCC

CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C1	6.50'	180°00'00"	20.42'	INFINITY'
C2	205.00'	12°40'49"	45.37'	22.78'
C3	205.00'	12°40'49"	45.37'	22.78'
C4	1.50'	180°00'00"	4.71'	INFINITY'
C5	1.50'	180°00'00"	4.71'	INFINITY'
C6	1.50'	175°44'45"	4.60'	40.38'
C7	305.85'	8°27'39"	45.16'	22.62'
C8	305.85'	8°27'39"	45.16'	22.62'
L1		N42°56'30"W	78.54'	
L2		S42°56'30"E	168.54'	
L3		N41°06'15"W	48.34'	
L4		N43°13'52"W	134.74'	
L5		S38°58'37"E	44.67'	
L6		S41°06'15"E	48.34'	

CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C9	1.50'	175°44'45"	4.60'	40.38'
C10	305.88'	8°27'39"	45.17'	22.62'
C11	305.88'	8°27'39"	45.17'	22.62'
C12	1.50'	180°00'00"	4.71'	INFINITY'
C13	1.50'	180°00'00"	4.71'	INFINITY'
C14	321.60'	8°27'39"	47.49'	23.79'
C15	1.50'	175°44'45"	4.60'	40.38'
C16	290.10'	8°27'39"	42.84'	21.46'
L7		S38°58'37"E	44.67'	
L8		S41°06'15"E	42.52'	
L9		S41°04'01"E	11.18'	
L10		N41°04'01"W	11.18'	
L11		N41°06'15"W	42.52'	
L12		N43°13'52"W	134.74'	
L13		S41°04'01"E	46.05'	
L14		S43°11'39"E	134.74'	
L15		N38°56'24"W	44.67'	
L16		N41°04'01"W	46.05'	



811
Know what's below.
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REV.	DATE	BY	DESCRIPTION	APP'VD

REV.	DATE	BY	DESCRIPTION	APP'VD

REVISIONS

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:

TYRONE PETER RCE 81888 DATE 7-11-19
DRAWN BY: SM/BR DESIGNED BY: BR/AE CHECKED BY: TP

SUBMITTED BY:

PATSY OROZCO, CC ASSISTANT II DATE

REGISTERED PROFESSIONAL ENGINEER
TYRONE PETER
NO. 81888
CIVIL ENGINEER
STATE OF CALIFORNIA

CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

**MEDIAN STREET IMPROVEMENT PLAN
GLENOAKS BOULEVARD
ORANGE GROVE AVE TO HARPS ST**

JOB NO. 7595 PLAN NO. P-728

SHEET NO.
06
OF
20

Directory Path: U:\107289 - SF Glenoaks & Hagar - 7\900-PS&E\901-Plans\p-MEDIAN-02.dwg, Date: 07/11/19



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REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

REVISIONS

PLANS PREPARED BY:
WILLDAN
13131 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91745
(562) 908-6200
UNDER THE SUPERVISION OF:
Tyrone Peter
TYRONE PETER
RCE 81888
DATE 7-11-19
DRAWN BY: SM/BR
DESIGNED BY: BR/AE
CHECKED BY: TP



SUBMITTED BY: *Patsy Orozco*
PATSY OROZCO, CE ASSISTANT II
DATE: _____

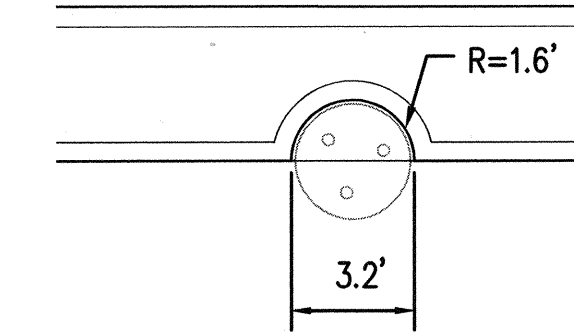
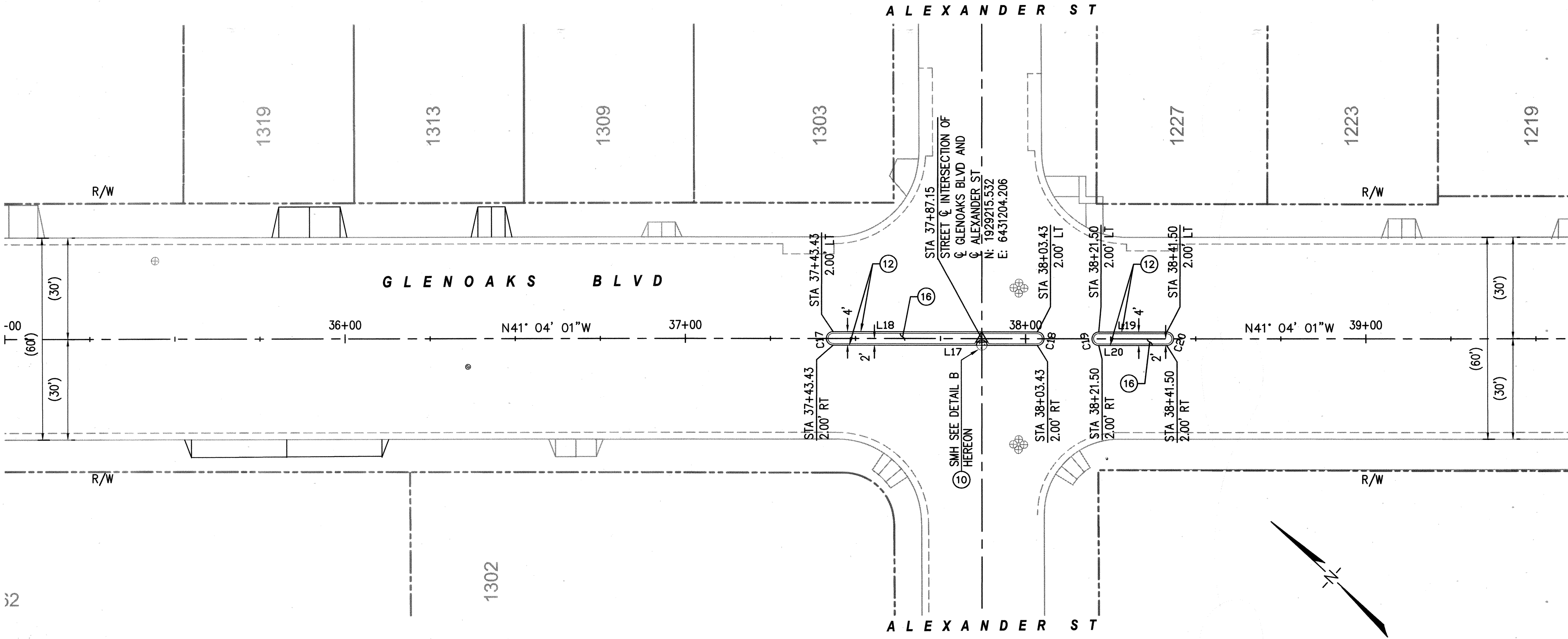
CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

MEDIAN STREET IMPROVEMENT PLAN
GLENOAKS BOULEVARD
ALEXANDER ST TO MACLAY AVE

JOB NO. 7595

PLAN NO. P-728

SHEET No.
07
OF
20



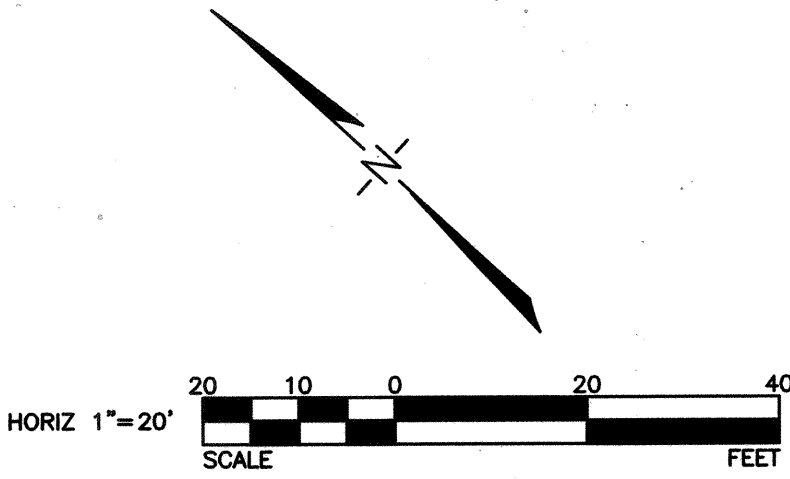
MEDIAN CURB AROUND MH STRUCTURE DETAIL B

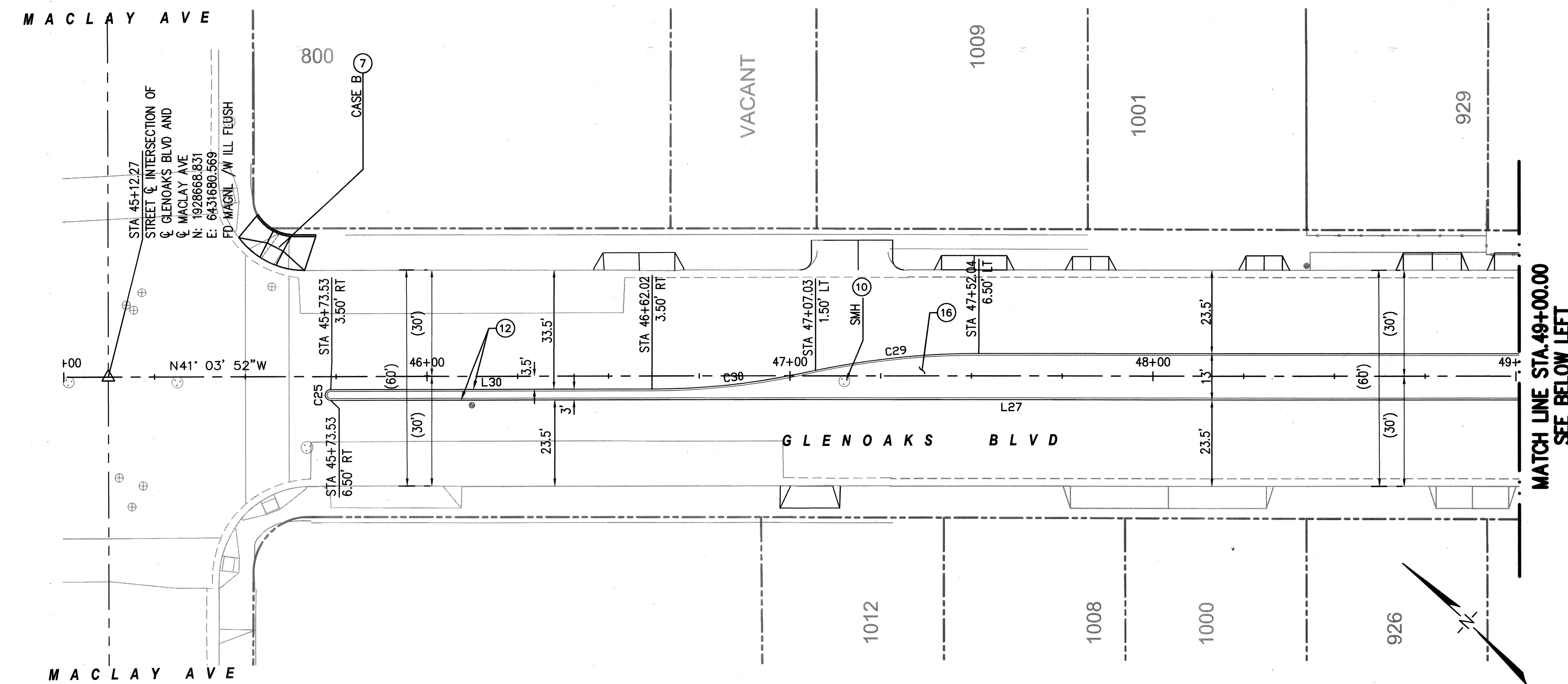
CONSTRUCTION NOTES:

- (P) PROTECT IN PLACE
- (R) REMOVE AS SHOWN
- (7) REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A. CASE PER PLAN.
- (10) ADJUST MANHOLE FRAME AND COVER TO GRADE
- (12) CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
- (16) CONSTRUCT 4" PCC

CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C17	2.00'	180°00'00"	6.28'	INFINITY'
C18	2.00'	180°00'00"	6.28'	INFINITY'
C19	2.00'	180°00'00"	6.28'	INFINITY'
C20	2.00'	180°00'00"	6.28'	INFINITY'
L17		N41°04'01"W	60.00'	
L18		S41°04'01"E	60.00'	
L19		S41°04'01"E	20.00'	
L20		N41°04'01"W	20.00'	

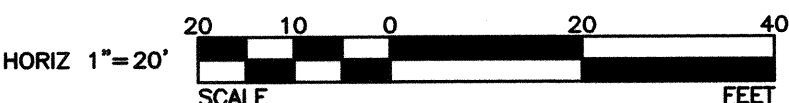
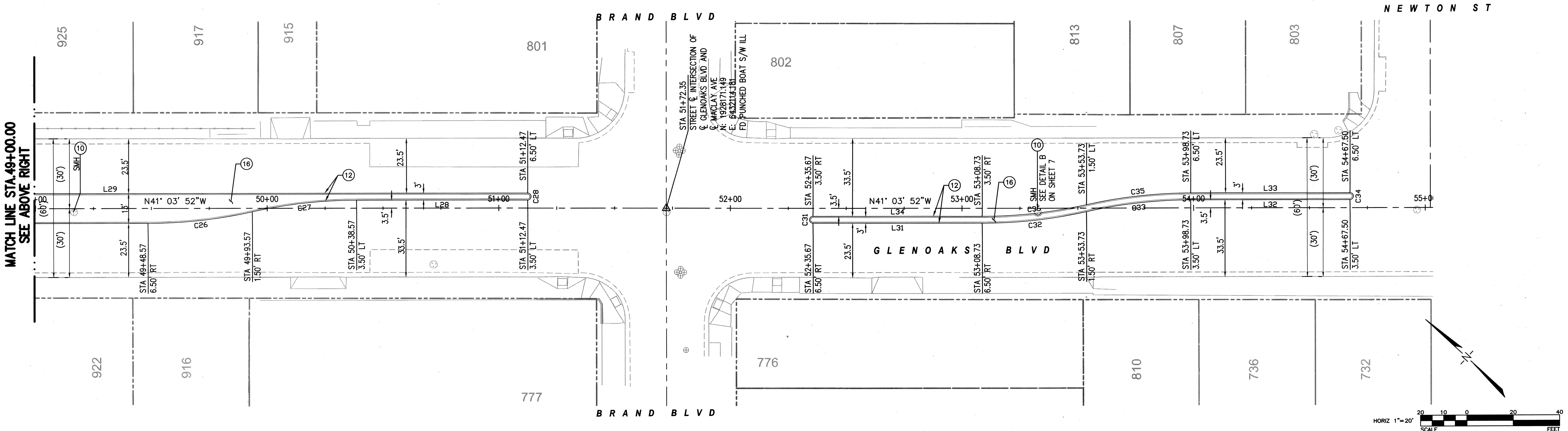
CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C21	2.00'	180°00'00"	6.28'	INFINITY'
C22	286.70'	9°01'49"	45.19'	22.64'
C23	286.70'	9°01'49"	45.19'	22.64'
C24	1.50'	180°00'00"	4.71'	INFINITY'
L21		N41°04'01"W	100.00'	
L22		S41°04'01"E	100.00'	
L23		S39°13'34"E	50.03'	
L24		S41°04'01"E	108.95'	
L25		N41°04'01"W	108.95'	
L26		N42°54'29"W	140.07'	





CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C25	1.50'	180°00'00"	4.71'	INFINITY'
C26	205.00'	12°40'49"	45.37'	22.78'
C27	205.00'	12°40'49"	45.37'	22.78'
C28	1.50'	180°00'00"	4.71'	INFINITY'
C29	205.09'	12°40'39"	45.38'	22.78'
C30	205.09'	12°40'39"	45.38'	22.78'
C31	1.50'	180°00'00"	4.71'	INFINITY'
C32	205.00'	12°40'49"	45.37'	22.78'
C33	205.00'	12°40'49"	45.37'	22.78'
C34	1.50'	180°00'00"	4.71'	INFINITY'
C35	205.00'	12°40'49"	45.37'	22.78'
C36	205.00'	12°40'49"	45.37'	22.78'
L27		S41°03'52"E	375.04'	
L28		S41°03'52"E	73.90'	
L29		N41°03'52"W	360.44'	
L30		N41°03'52"W	88.49'	
L31		N41°03'52"W	73.07'	
L32		N41°03'52"W	68.77'	
L33		S41°03'52"E	68.77'	
L34		S41°03'52"E	73.07'	

- CONSTRUCTION NOTES:
- (P) PROTECT IN PLACE
 - (R) REMOVE AS SHOWN
 - (7) REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A. CASE PER PLAN.
 - (10) ADJUST MANHOLE FRAME AND COVER TO GRADE
 - (12) CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
 - (16) CONSTRUCT 4" PCC



REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:

WILLIAM

13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200

UNDER THE SUPERVISION OF:

Tyrone Peter

TYRONE PETER RCE 81888 DATE 7-11-19
DRAWN BY: SM/BR DESIGNED BY: BR/AE CHECKED BY: TP

SUBMITTED BY:

Patsy Orozco

PATSY OROZCO, C.E. ASSISTANT II

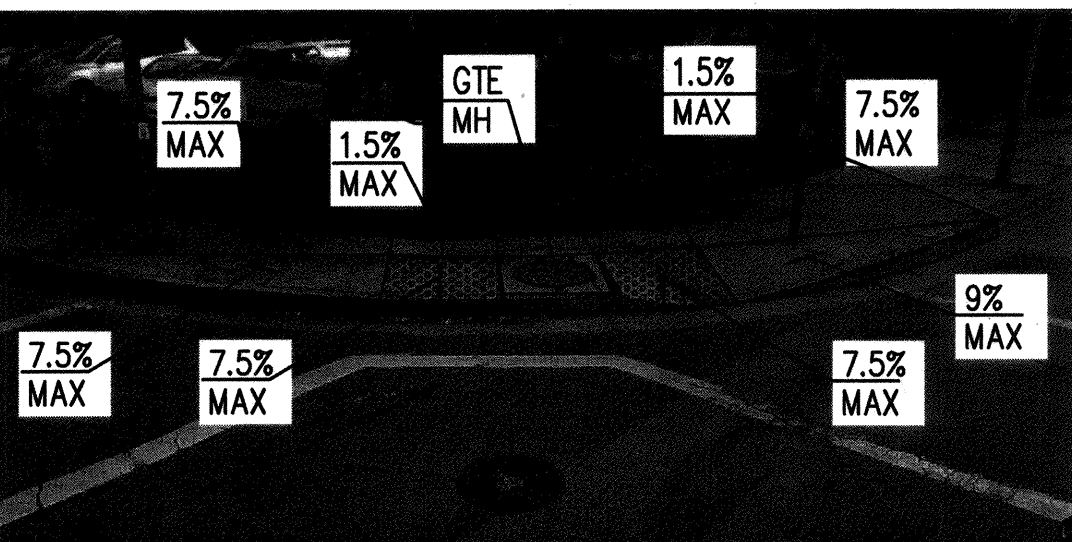
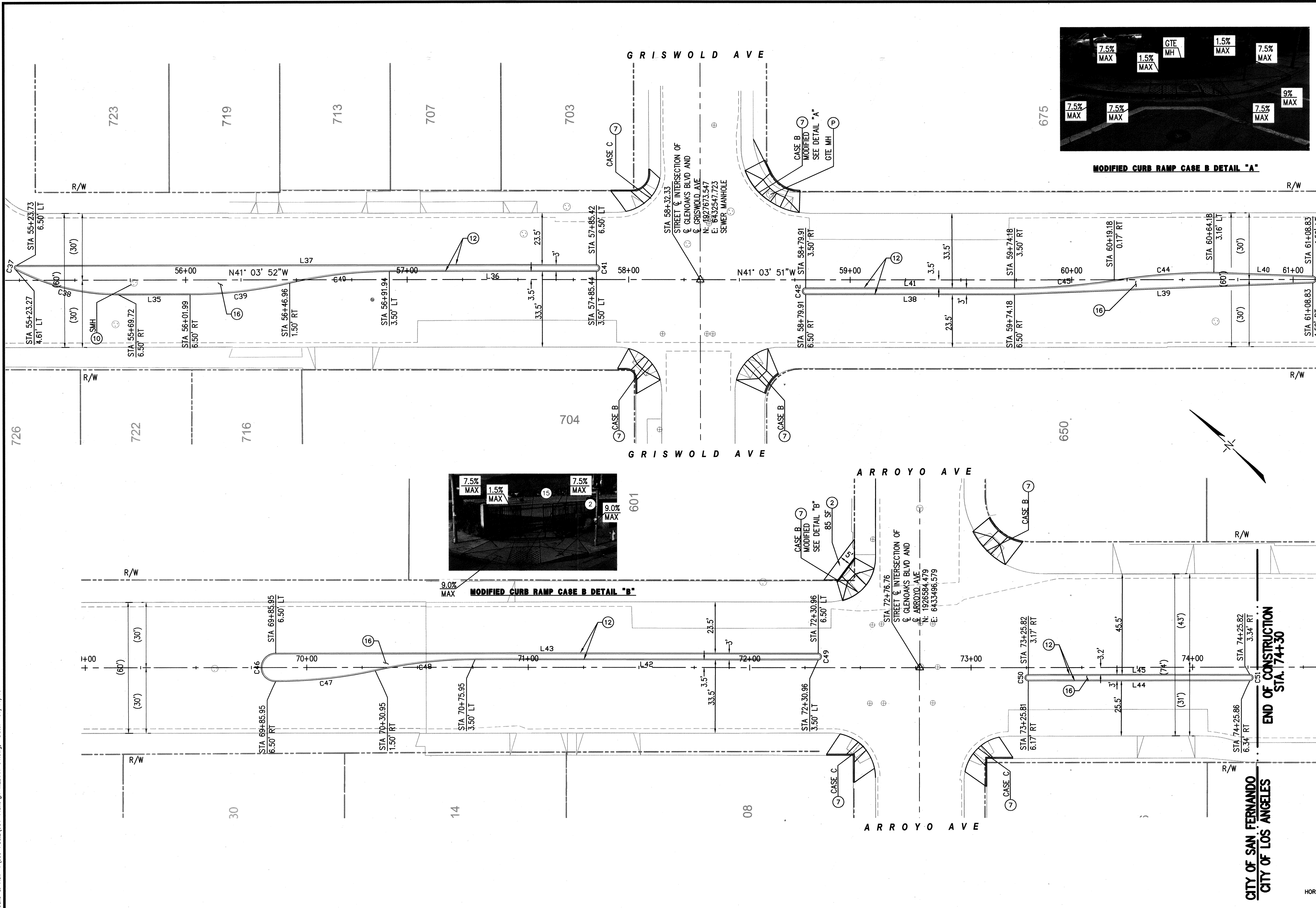
CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

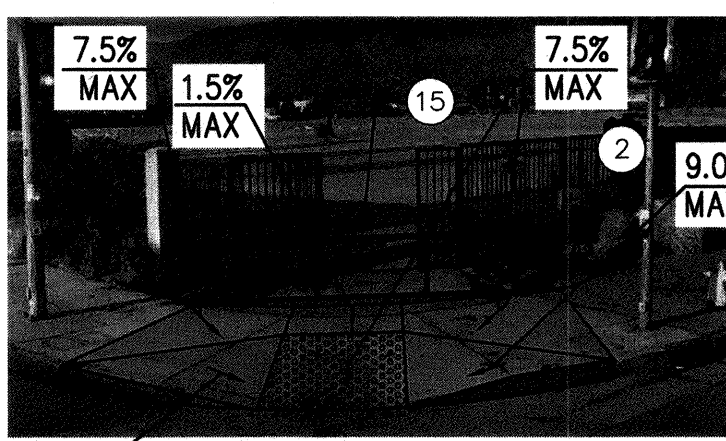
MEDIAN STREET IMPROVEMENT PLAN
GLENOAKS BOULEVARD
MACLAY AVE TO NEWTON ST

JOB NO. 7595 PLAN NO. P-728

SHEET NO.
08
OF
20



MODIFIED CURB RAMP CASE B DETAIL "A"



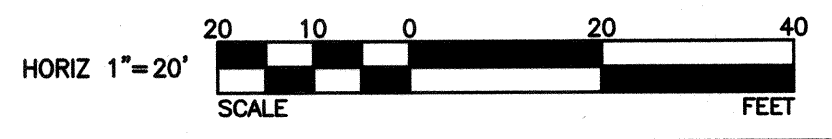
MODIFIED CURB RAMP CASE B DETAIL "B"

CONSTRUCTION NOTES:

- Ⓟ PROTECT IN PLACE
- Ⓡ REMOVE AS SHOWN
- ② REMOVE AND CONSTRUCT 4 INCH THICK PCC SIDEWALK TO MATCH EXISTING.
- ⑦ REMOVE AND CONSTRUCT CURB RAMP PER CALTRANS STD. PLAN NO. A88A. CASE PER PLAN.
- ⑩ ADJUST MANHOLE FRAME AND COVER TO GRADE
- ⑫ CONSTRUCT MEDIAN CURB PER SPPWC STD PLAN NO 121-2, TYPE C2-6
- ⑬ CONSTRUCT METAL HANDRAIL PER SPPWC STD PLAN NO 606-4, TYPE B
- ⑮ CONSTRUCT 4" PCC

CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C37	1.00'	153°05'56"	2.67'	4.18'
C38	102.65'	26°54'04"	48.20'	24.55'
C39	204.78'	12°41'14"	45.35'	22.77'
C40	204.78'	12°41'14"	45.35'	22.77'
C41	1.50'	180°00'00"	4.71'	INFINITY'
C42	1.50'	180°00'00"	4.71'	INFINITY'
C43	1.50'	175°44'45"	4.60'	40.38'
C44	305.85'	8°27'39"	45.16'	22.62'
C45	305.85'	8°27'39"	45.16'	22.62'
L35		S41°03'52"E	32.27'	
L36		S41°03'52"E	93.50'	
L37		N41°03'52"W	261.70'	
L38		S41°03'51"E	94.28'	
L39		S43°11'29"E	134.74'	
L40		N38°56'13"W	44.67'	
L41		N41°03'51"W	94.28'	

CURB DATA TABLE				
SEGMENT	RADIUS	BEARING / DELTA	LENGTH	TANGENT
C46	6.50'	180°00'00"	20.42'	INFINITY'
C47	205.00'	12°40'49"	45.37'	22.78'
C48	205.00'	12°40'49"	45.37'	22.78'
C49	1.50'	180°00'00"	4.71'	INFINITY'
C50	1.50'	180°00'00"	4.71'	INFINITY'
C51	1.50'	180°00'00"	4.71'	INFINITY'
L42		N41°03'51"W	155.01'	
L43		S41°03'51"E	245.01'	
L44		N40°57'56"W	100.04'	
L45		S40°57'56"E	100.00'	



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Know what's below.
Call before you dig.

REV.	DATE	BY	DESCRIPTION	APP'D

REV.	DATE	BY	DESCRIPTION	APP'D

REVISIONS

PLANS PREPARED BY:
WILLDAN ENGINEERS
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
Tyrone Peter
TYRONE PETER
RCE 81888
DATE 7-11-19
DRAWN BY: SM/BR
DESIGNED BY: BR/AE
CHECKED BY: TP

REGISTERED PROFESSIONAL ENGINEER
TYRONE PETER
NO. 81888
CIVIL ENGINEER
STATE OF CALIFORNIA

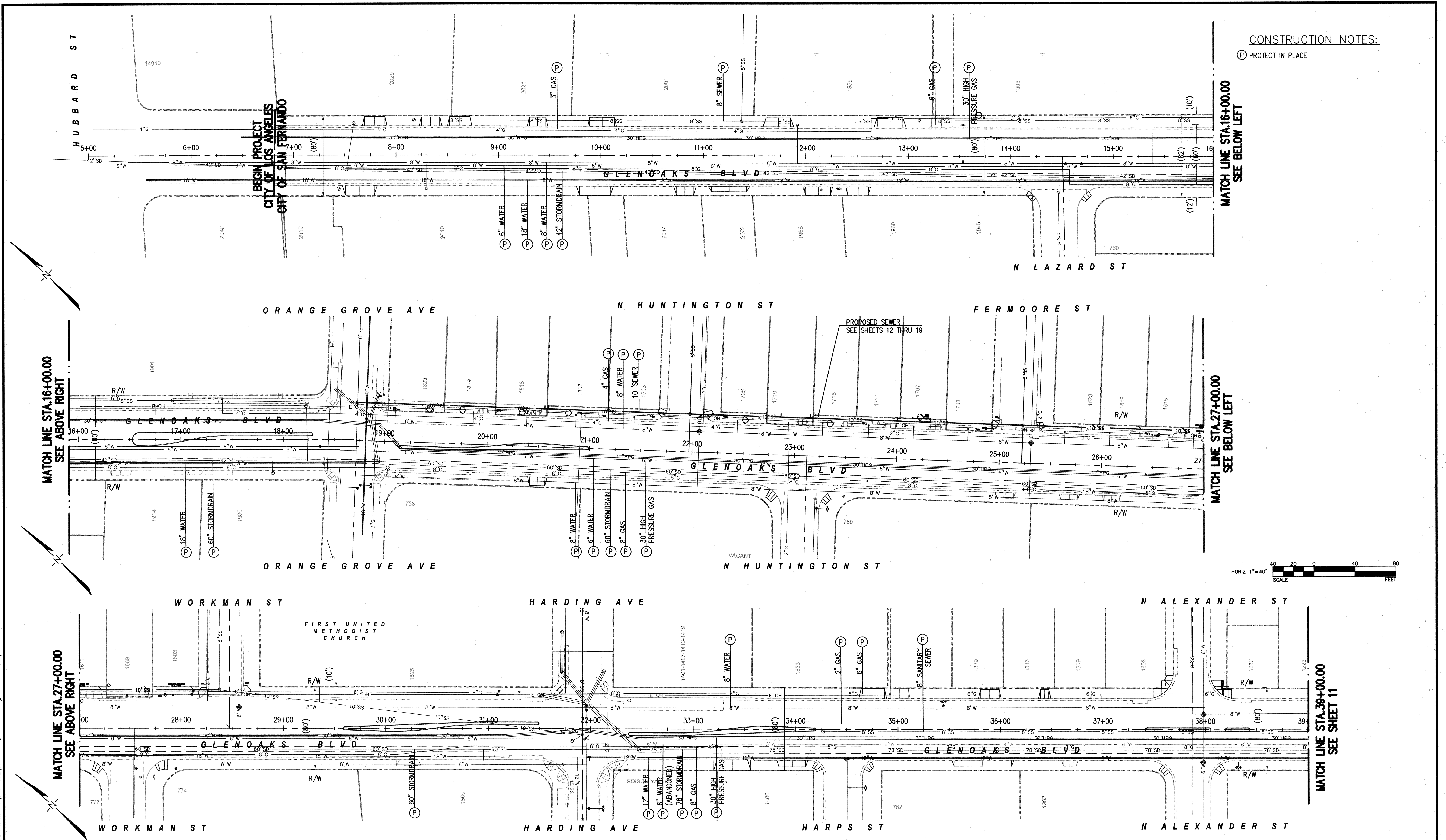
SUBMITTED BY:
Patsy Orozco
PATSY OROZCO, CE ASSISTANT II
DATE 7/11/19

CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

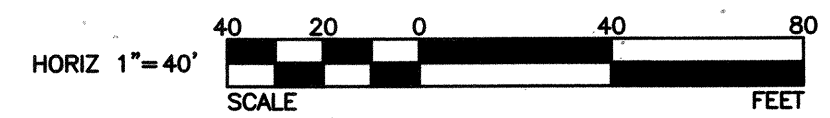
MEDIAN STREET IMPROVEMENT PLAN
GLENOAKS BOULEVARD
NEWTON ST TO ARROYO AVE

JOB NO. 7595
PLAN NO. P-728

SHEET NO.
09
OF
20



CONSTRUCTION NOTES:
(P) PROTECT IN PLACE



REV.	DATE	BY	DESCRIPTION	APP'D

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:

TYRONE PETER RCE 81888 DATE 7-11-19
DRAWN BY: SM/BR DESIGNED BY: BR/AE CHECKED BY: TP

SUBMIT BY:

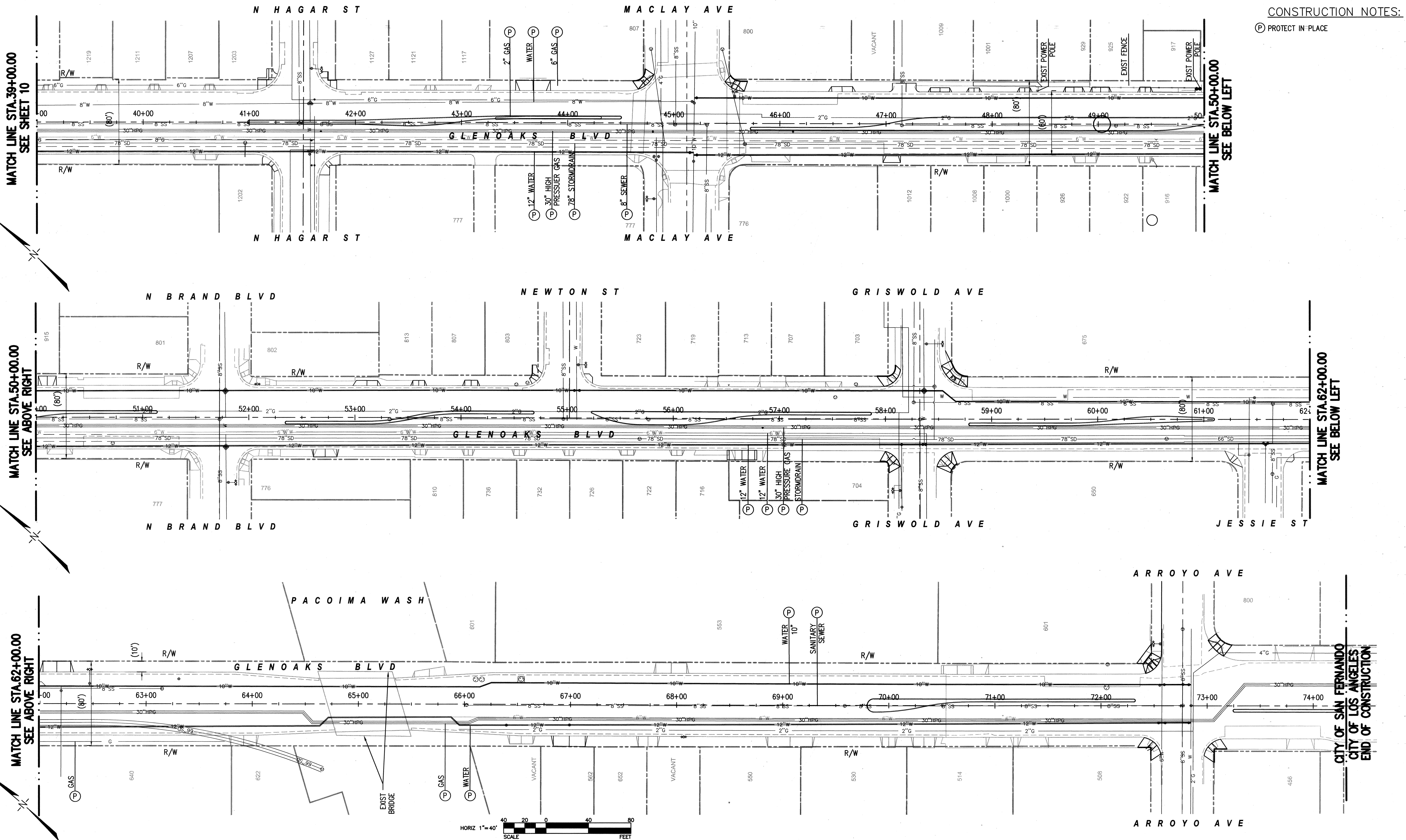
PATSY OROZCO, E.E. ASSISTANT II DATE 11/11/19

CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT


UTILITY COMPOSITE PLAN
GLENOAKS BOULEVARD
WEST CITY LIMITS TO ALEXANDER STREET

JOB NO. 7595 PLAN NO. P-728

SHEET NO.
10
OF
20



CONSTRUCTION NOTES:
(P) PROTECT IN PLACE



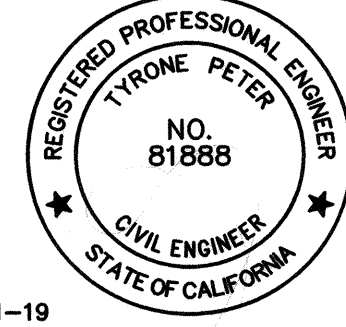
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REV.	DATE	BY	DESCRIPTION	APP'D


REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
TYRONE PETER
RCE 81888
DRAWN BY: SM/BR

7-11-19
DATE
DESIGNED BY: BR/AE
CHECKED BY: TP



SUBMITTED BY:
[Signature]
PATSY ORDOZ, DE ASSISTANT II
DATE: *[Signature]*



CITY OF SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

UTILITY COMPOSITE PLAN
GLENOAKS BOULEVARD
HAGAR STREET TO EAST CITY LIMIT

JOB NO. 7595
PLAN NO. P-728

SHEET NO.
11
OF
20

POLE SCHEDULE ■

No.	STANDARD			LUMINAIRE LED	VEHICLE SIGNAL MOUNTING		RED SIGNAL MTG.	PPB			R.R.S.N.S.	POLE LOCATION (SEE DETAIL "A")			REMARKS
	TYPE	LUM. M.A.	SIG. M.A.		MAST ARM	POLE		#	QUAD	ARROW		E	B	C	
(A)	24-4-100	12'	35'	200W(EQ)	MAS, MAS	SV-1-T	SP-1-T	8	S	LT	Orange Grove Ave	EXISTING			a. PEC F=14'
(B)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	2	W(E)	RT(E)	-	EXISTING			WWV ANTENNA(E)
(C)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	2	W(E)	LT(E)	-	EXISTING			
(D)	15(CONC.)	6'	-	200W(EQ)	-	SV-1-T	SP-1-T(E)	4	N(E)	RT(E)	-	EXISTING			
(E)	24-4-100	12'	35'	200W(EQ)	MAS, MAS	SV-1-T	SP-1-T	4	N	LT	Orange Grove Ave	EXISTING	-2'	7.5'	F=14'
(F)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	6	E(E)	RT(E)	-	EXISTING			
(G)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	6	E(E)	LT(E)	-	EXISTING			
(H)	15(CONC.)	6'	-	200W(EQ)	-	SV-1-T	SP-1-T(E)	8	S(E)	RT(E)	-	EXISTING			

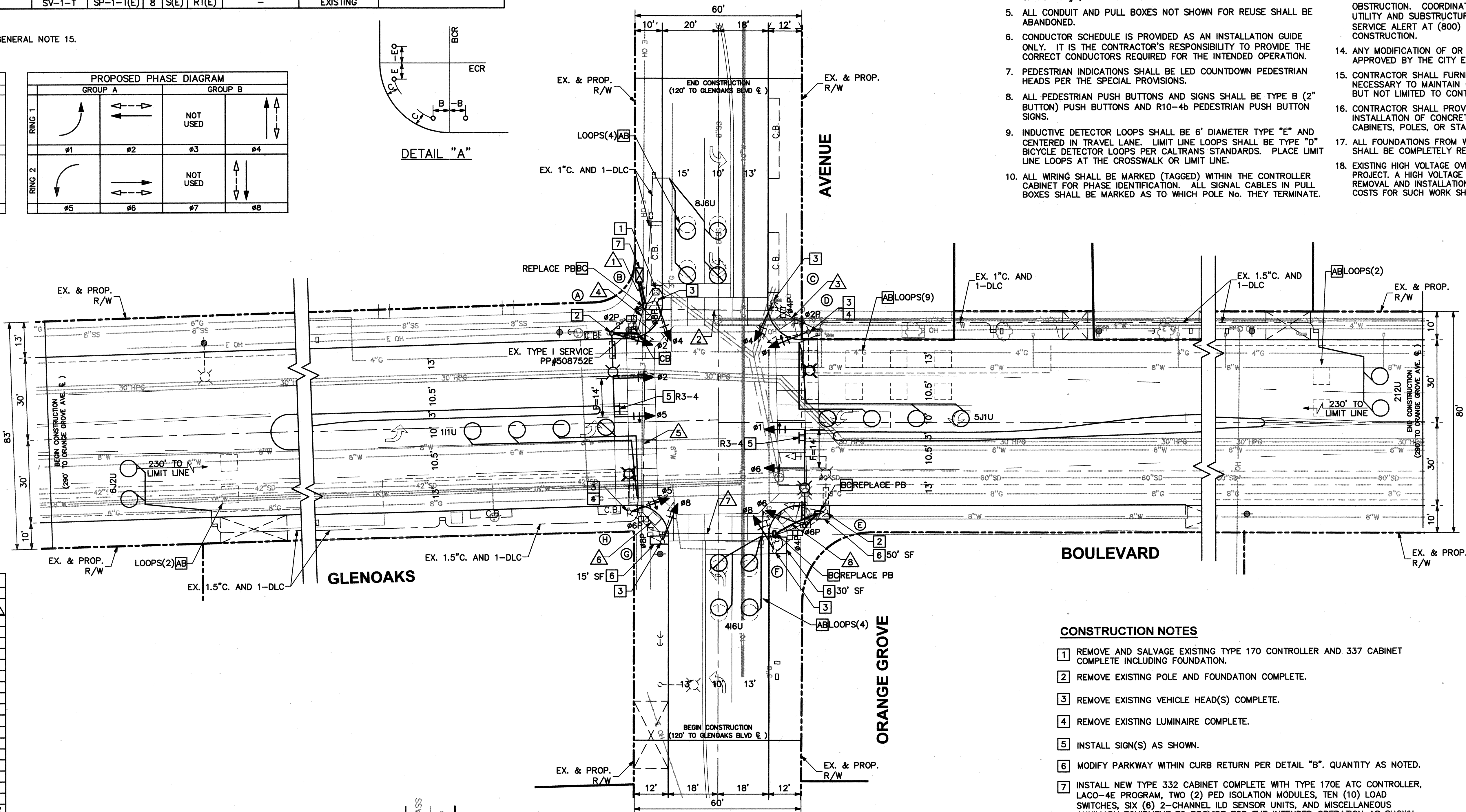
■ ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
(E) = EXISTING

a. INSTALL NEW POLE AT EXISTING POLE LOCATION. SEE GENERAL NOTE 15.

EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
RING 2	NOT USED	NOT USED	NOT USED

PROPOSED PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
RING 2	NOT USED	NOT USED	NOT USED

DETAIL "A"



GENERAL NOTES

- TRAFFIC SIGNAL AND HIGHWAY LIGHTING EQUIPMENT, AND INSTALLATION THEREOF SHALL CONFORM TO CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), DATED 2014, CALTRANS REVISED STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THIS PLAN, AND THE SPECIAL PROVISIONS.
- ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- VEHICLE INDICATIONS SHALL BE 12" LIGHT EMITTING DIODE (LED) RED, LED YELLOW, AND LED GREEN PER THE SPECIAL PROVISIONS.
- CONDUIT SHALL BE MIN. 2" SCHEDULE 80 PVC AND PULL BOXES SHALL BE #5, UNLESS SHOWN OTHERWISE.
- ALL CONDUIT AND PULL BOXES NOT SHOWN FOR REUSE SHALL BE ABANDONED.
- CONDUCTOR SCHEDULE IS PROVIDED AS AN INSTALLATION GUIDE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
- PEDESTRIAN INDICATIONS SHALL BE LED COUNTDOWN PEDESTRIAN HEADS PER THE SPECIAL PROVISIONS.
- ALL PEDESTRIAN PUSH BUTTONS AND SIGNS SHALL BE TYPE B (2" BUTTON) PUSH BUTTONS AND R10-4b PEDESTRIAN PUSH BUTTON SIGNS.
- INDUCTIVE DETECTOR LOOPS SHALL BE 6" DIAMETER TYPE "E" AND CENTERED IN TRAVEL LANE. LIMIT LINE LOOPS SHALL BE TYPE "D" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS AT THE CROSSWALK OR LIMIT LINE.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION. ALL SIGNAL CABLES IN PULL BOXES SHALL BE MARKED AS TO WHICH POLE NO. THEY TERMINATE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND FACILITIES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITIES DAMAGED DURING CONSTRUCTION.
- LOCATION OF UNDERGROUND FACILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL POthOLE TO DETERMINE THE EXACT LOCATION AND VERIFY ALL CONDITIONS ON THE JOBSITE PRIOR TO ORDERING POLES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES BY LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTION. COORDINATE POLE INSTALLATION WITH OVERHEAD UTILITY AND SUBSTRUCTURE OWNERS. CONTACT UNDERGROUND SERVICE ALERT AT (800) 422-4133, 48 HOURS PRIOR TO CONSTRUCTION.
- ANY MODIFICATION OF OR CHANGES TO APPROVED PLANS MUST BE APPROVED BY THE CITY ENGINEER.
- CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY EQUIPMENT NECESSARY TO MAINTAIN CURRENT SIGNAL OPERATION, INCLUDING BUT NOT LIMITED TO CONTROLLER ASSEMBLIES AND SIGNAL POLES.
- CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT DURING INSTALLATION OF CONCRETE FOUNDATIONS ON ANY EXISTING NEARBY CABINETS, POLES, OR STANDARDS.
- ALL FOUNDATIONS FROM WHICH POLES OR POSTS ARE REMOVED SHALL BE COMPLETELY REMOVED.
- EXISTING HIGH VOLTAGE OVERHEAD UTILITY LINES EXIST ON THIS PROJECT. A HIGH VOLTAGE CONTRACTOR MAY BE REQUIRED FOR THE REMOVAL AND INSTALLATION OF TRAFFIC SIGNAL POLES. ANY ADDITIONAL COSTS FOR SUCH WORK SHALL BE INCURRED BY THE CONTRACTOR.

CONDUCTOR SCHEDULE ▲

AWG	CIRCUIT	RUN							
		1	2	3	4	5	6	7	8
#14	01 VEHICLE	6	3	3	1	3	3	3	3
	02 VEHICLE	3	-	-	3	-	-	-	-
	04 VEHICLE	3	3	-	-	-	-	-	-
	05 VEHICLE	3	-	-	3	3	-	-	-
	06 VEHICLE	3	-	-	-	3	3	3	3
	08 VEHICLE	3	-	-	-	3	3	3	-
	02 PED	2	2	2	2	-	-	-	-
	04 PED	4	2	-	-	2	2	2	-
#10	06 PED	2	-	-	-	2	2	2	2
	08 PED	2	-	-	-	2	-	-	-
	02 PPB	1	1	-	-	-	-	-	-
	04 PPB	2	1	1	-	1	1	1	1
	06 PPB	1	-	-	-	1	1	1	-
	08 PPB	1	-	-	-	1	1	-	-
	SPARES	3	3	3	3	3	3	3	3
	TOTAL	39	15	9	12	24	18	18	12
#5	SIG. COMMON LUMINAIRE	2	1	1	1	1	1	1	1
	TOTAL	2	2	2	2	2	2	2	2
	01 DETECTOR	1	-	-	-	1	-	-	-
	02 DETECTOR	1	1	1	-	-	-	-	-
	04 DETECTOR	1	-	-	-	1	1	1	-
	05 DETECTOR	1	1	1	-	-	-	-	-
	06 DETECTOR	1	-	-	-	1	-	-	-
	08 DETECTOR	1	-	-	-	-	-	-	-
TYPE B DLC	TOTAL	6	2	2	-	3	1	1	-
	CONDUIT SIZE	2-4"	2"	2"	2"	2"	2"	2"	2"
	% FILL	6	18	14	16	27	18	18	11
	E=EXISTING, N=NEW	N	E	E	E	E	E	E	N

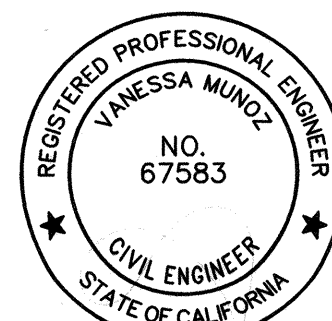
▲ ALL CONDUCTORS ARE NEW

DETAIL "B"

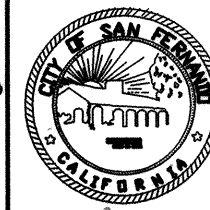
REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(626) 908-6200
UNDER THE SUPERVISION OF:
Vanessa Munoz
VANESSA MUNOZ RCE 67583
DRAWN BY: KC



SUBMITTED BY:
Patsy Orozco
PATSY OROZCO, ASSISTANT II
DATE: 11/11/19



CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION PLAN
GLENOAKS BOULEVARD
AT ORANGE GROVE AVENUE

JOB NO. 7595

PLAN NO. P-728

SHEET NO.

12

OF

20

SCALE : 1" = 20'

POLE SCHEDULE ■

POLE SCHEDULE ■																	
No.	STANDARD			LUMINAIRE LED	VEHICLE SIGNAL MOUNTING		PED SIGNAL	PPB			R.R.S.N.S.	POLE LOCATION (SEE DETAIL "A")			REMARKS		
	TYPE	LUM. M.A.	SIG. M.A.		MAST	ARM	POLE	MTG.	Ø	QUAD		ARROW	E	B		C	
(A)	24-4-100	12'	35'	200W(EQ)	MAS,	MAS	SV-1-T	SP-1-T	8	S	LT	Harding Ave CITY OF SAN FERNANDO	EXISTING				PEC, F=14', a.
(B)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T(E)	2	W(E)	RT(E)	-	EXISTING				
(C)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T	2	W(E)	LT(E)	-	EXISTING				
(D)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T(E)	4	N(E)	RT(E)	-	EXISTING				
(E)	24-4-100	12'	35'	200W(EQ)	MAS,	MAS	SV-1-T	SP-1-T	4	N	LT	Harding Ave CITY OF SAN FERNANDO	-1'	-	8'		F=14'
(F)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T(E)	6	E(E)	RT(E)	-	EXISTING				
(G)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T(E)	6	E(E)	LT(E)	-	EXISTING				
(H)	15(CONC.)(E)	6'	-	200W(EQ)	-	-	SV-1-T	SP-1-T(E)	8	S(E)	RT(E)	-	EXISTING				

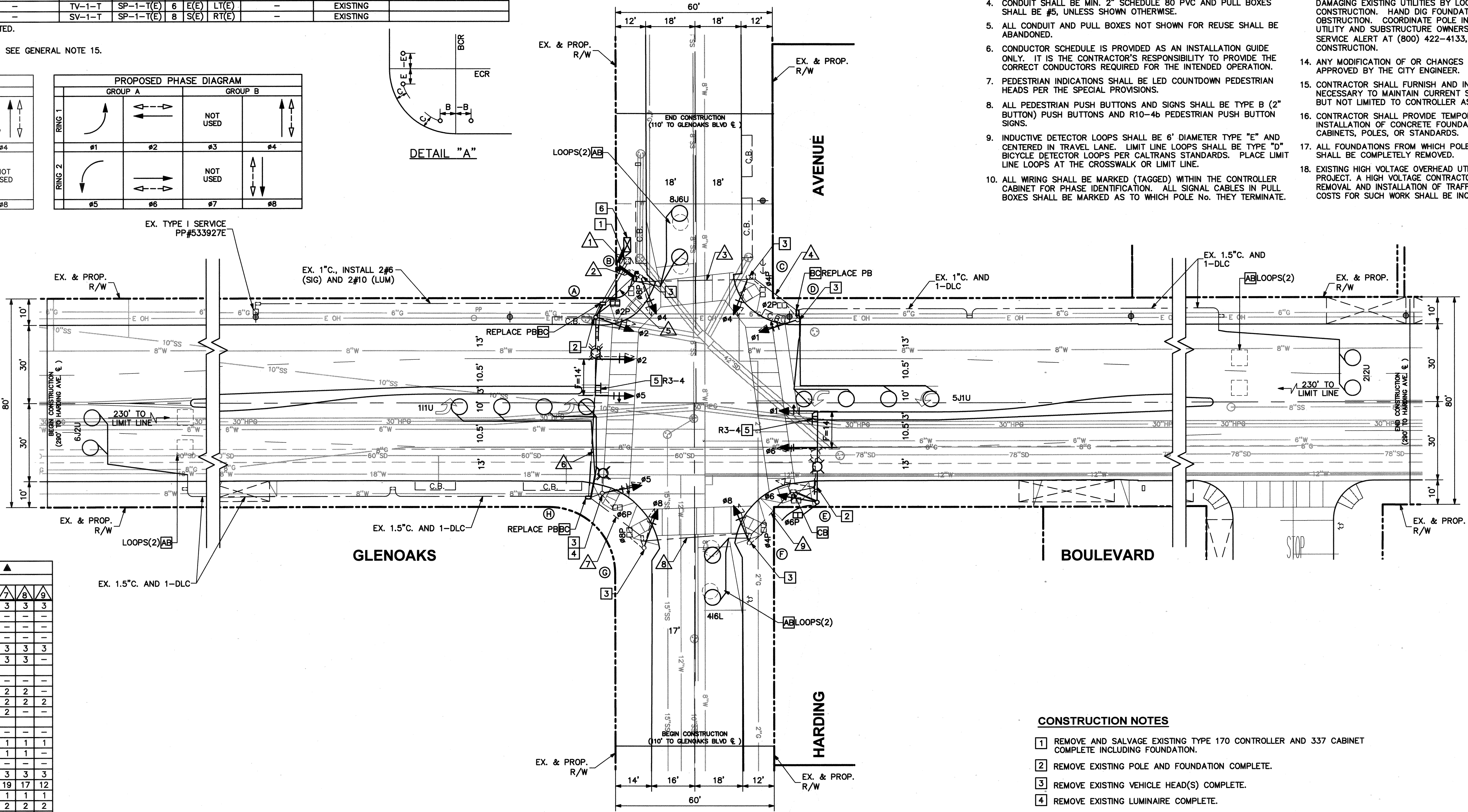
■ ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
(E) = EXISTING

a. INSTALL NEW POLE AT EXISTING POLE LOCATION. SEE GENERAL NOTE 15.

EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
RING 2	NOT USED	NOT USED	NOT USED

PROPOSED PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
RING 2	NOT USED	NOT USED	NOT USED

DETAIL "A"



CONDUCTOR SCHEDULE ▲									
AWG	CIRCUIT	RUN							
		1	2	3	4	5	6	7	8
#14	01 VEHICLE	6	6	3	3	3	3	3	3
	02 VEHICLE	3	3	-	3	-	-	-	-
	04 VEHICLE	3	3	3	-	-	-	-	-
	05 VEHICLE	3	3	-	3	3	-	-	-
	06 VEHICLE	3	3	-	3	3	3	3	3
	08 VEHICLE	3	3	-	3	3	3	3	-
	02 PED	4	4	2	-	2	-	-	-
	04 PED	4	4	2	-	2	2	2	2
	06 PED	2	2	-	2	2	2	2	2
	08 PED	2	2	-	2	2	2	2	-
#10	02 PPB	1	1	1	-	-	-	-	-
	04 PPB	2	2	1	1	1	1	1	1
	06 PPB	1	1	-	1	1	1	1	-
#6	02 PPB	1	1	-	1	1	-	-	-
	04 PPB	1	1	-	1	1	-	-	-
	06 PPB	1	1	-	1	1	-	-	-
TYPE B	SPARES	3	3	3	3	3	3	3	3
	TOTAL	41	41	15	7	29	24	19	17
	SIG. COMMON LUMINAIRE	1	1	1	1	1	1	1	1
DLC	TOTAL	1	1	1	1	1	3	3	3
	SERVICE	2	2	-	-	-	-	-	-
	01 DETECTOR	1	1	-	-	1	1	-	-
DLC	02 DETECTOR	1	1	1	1	-	-	-	-
	04 DETECTOR	1	1	-	-	1	1	1	1
	05 DETECTOR	1	1	1	1	-	-	-	-
DLC	06 DETECTOR	1	1	-	-	1	1	-	-
	08 DETECTOR	1	1	-	-	-	-	-	-
	TOTAL	6	6	2	2	3	3	1	1
CONDUIT SIZE		2-4"	2-4"	2"	2"	3"	2"	2"	2"
% FILL		6	6	16	12	9	27	19	18
E=EXISTING, N=NEW		N	N	E	E	E	E	E	E

▲ ALL CONDUCTORS ARE NEW

GENERAL NOTES

- TRAFFIC SIGNAL AND HIGHWAY LIGHTING EQUIPMENT, AND INSTALLATION THEREOF SHALL CONFORM TO CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), DATED 2014, CALTRANS REVISED STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THIS PLAN, AND THE SPECIAL PROVISIONS.
- ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- VEHICLE INDICATIONS SHALL BE 12" LIGHT EMITTING DIODE (LED) RED, LED YELLOW, AND LED GREEN PER THE SPECIAL PROVISIONS.
- CONDUIT SHALL BE MIN. 2" SCHEDULE 80 PVC AND PULL BOXES SHALL BE #5, UNLESS SHOWN OTHERWISE.
- ALL CONDUIT AND PULL BOXES NOT SHOWN FOR REUSE SHALL BE ABANDONED.
- CONDUCTOR SCHEDULE IS PROVIDED AS AN INSTALLATION GUIDE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
- PEDESTRIAN INDICATIONS SHALL BE LED COUNTDOWN PEDESTRIAN HEADS PER THE SPECIAL PROVISIONS.
- ALL PEDESTRIAN PUSH BUTTONS AND SIGNS SHALL BE TYPE B (2" BUTTON) PUSH BUTTONS AND R10-4b PEDESTRIAN PUSH BUTTON SIGNS.
- INDUCTIVE DETECTOR LOOPS SHALL BE 6' DIAMETER TYPE "E" AND CENTERED IN TRAVEL LANE. LIMIT LINE LOOPS SHALL BE TYPE "D" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS AT THE CROSSWALK OR LIMIT LINE.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION. ALL SIGNAL CABLES IN PULL BOXES SHALL BE MARKED AS TO WHICH POLE NO. THEY TERMINATE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND FACILITIES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITIES DAMAGED DURING CONSTRUCTION.
- LOCATION OF UNDERGROUND FACILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL POTHOLE TO DETERMINE THE EXACT LOCATION AND VERIFY ALL CONDITIONS ON THE JOBSITE PRIOR TO ORDERING POLES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES BY LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTION. COORDINATE POLE INSTALLATION WITH OVERHEAD UTILITY AND SUBSTRUCTURE OWNERS. CONTACT UNDERGROUND SERVICE ALERT AT (800) 422-4133, 48 HOURS PRIOR TO CONSTRUCTION.
- ANY MODIFICATION OF OR CHANGES TO APPROVED PLANS MUST BE APPROVED BY THE CITY ENGINEER.
- CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY EQUIPMENT NECESSARY TO MAINTAIN CURRENT SIGNAL OPERATION, INCLUDING BUT NOT LIMITED TO CONTROLLER ASSEMBLIES AND SIGNAL POLES.
- CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT DURING INSTALLATION OF CONCRETE FOUNDATIONS ON ANY EXISTING NEARBY CABINETS, POLES, OR STANDARDS.
- ALL FOUNDATIONS FROM WHICH POLES OR POSTS ARE REMOVED SHALL BE COMPLETELY REMOVED.
- EXISTING HIGH VOLTAGE OVERHEAD UTILITY LINES EXIST ON THIS PROJECT. A HIGH VOLTAGE CONTRACTOR MAY BE REQUIRED FOR THE REMOVAL AND INSTALLATION OF TRAFFIC SIGNAL POLES. ANY ADDITIONAL COSTS FOR SUCH WORK SHALL BE INCURRED BY THE CONTRACTOR.

CONSTRUCTION NOTES

- REMOVE AND SALVAGE EXISTING TYPE 170 CONTROLLER AND 337 CABINET COMPLETE INCLUDING FOUNDATION.
- REMOVE EXISTING POLE AND FOUNDATION COMPLETE.
- REMOVE EXISTING VEHICLE HEAD(S) COMPLETE.
- REMOVE EXISTING LUMINAIRE COMPLETE.
- INSTALL SIGN(S) AS SHOWN.
- INSTALL NEW TYPE 332 CABINET COMPLETE WITH TYPE 170E ATC CONTROLLER, LACO-4E PROGRAM, TWO (2) PED ISOLATION MODULES, TEN (10) LOAD SWITCHES, SIX (6) 2-CHANNEL ILD SENSOR UNITS, AND MISCELLANEOUS AUXILIARY EQUIPMENT TO PROVIDE FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN.

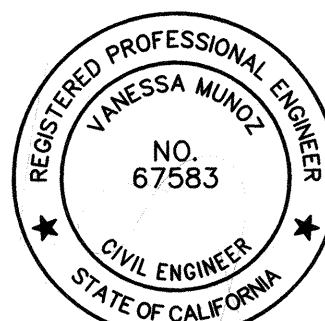
SCALE : 1" = 20'



REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
VANESSA MUÑOZ RCE 67583
DRAWN BY: KC



SUBMITTED BY:
[Signature]
PATSY OROZCO, CE ASSISTANT II



TRAFFIC SIGNAL MODIFICATION PLAN
GLENOKS BOULEVARD
AT HARDING AVENUE

JOB NO. 7595 PLAN NO. P-728

SHEET NO.
13
OF
20

POLE SCHEDULE

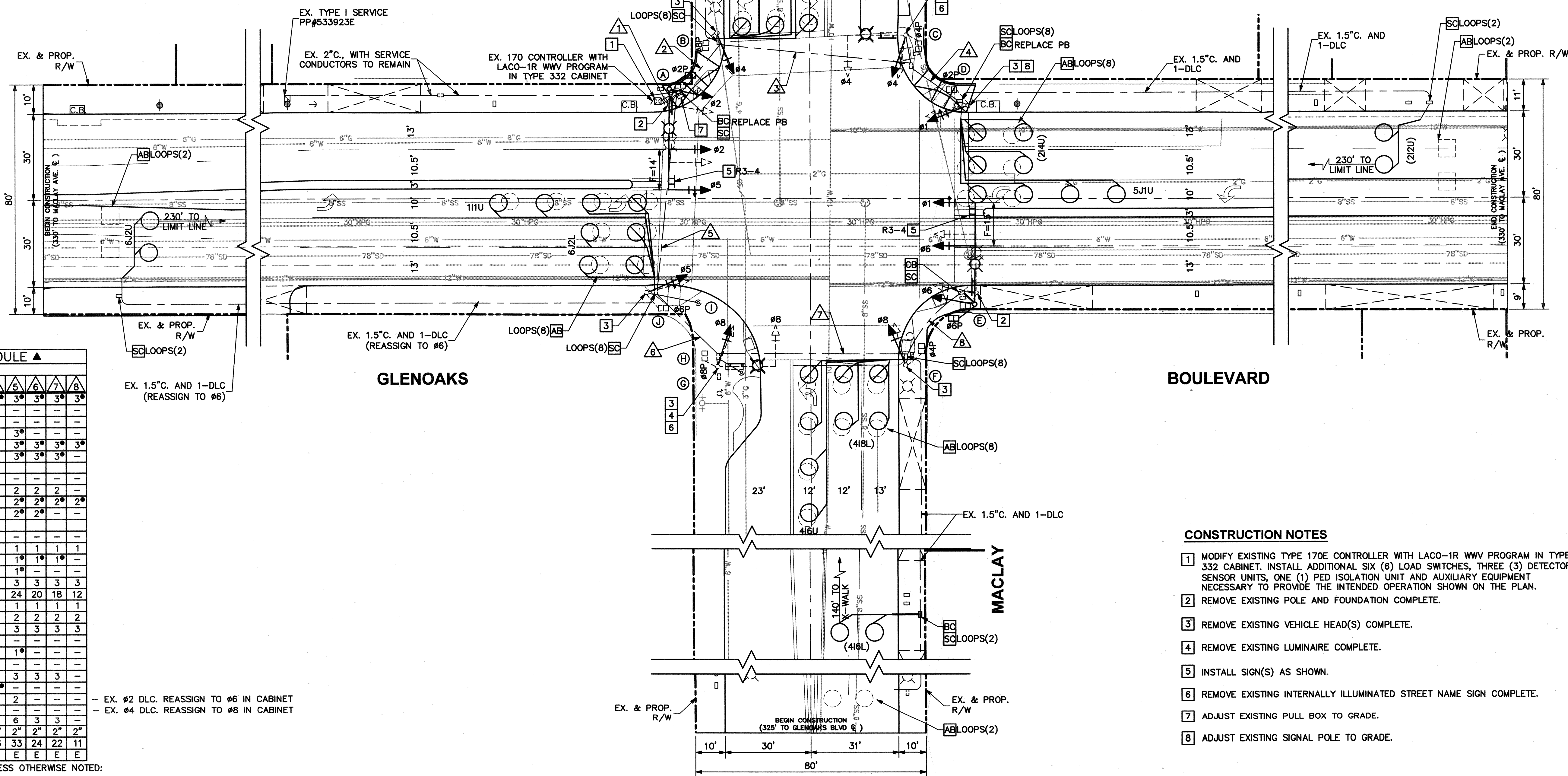
No.	STANDARD				LUMINAIRE		VEHICLE SIGNAL MOUNTING		PED SIGNAL		PPB		R.R.S.N.S.		POLE LOCATION (SEE DETAIL "A")			REMARKS
	TYPE	LUM. M.A.	SIG. M.A.	LED	MAST ARM	POLE	MTG.	Ø	QUAD	ARROW	Ø	LT	Ø	LT	E	B	C	
(A)	24-4-100	12'	35'	150W(EQ)	MAS, MAS	SV-1-T	SP-1-T	8	S	LT			Magday Ave		5.5'		7'	PEC: WIRELESS ANT.(R); WWV ANT.(R); F=14'
(B)	1-A(E)					TV-1-T	SP-1-T(E)	2	W(E)	RT(E)			Glenoaks		EXISTING			
(C)	17(E)	6'(E)	20'(E)	150W(EQ)	MAS(E)	SV-1-T	SP-1-T(E)	2	W(E)	LT(E)			Glenoaks		EXISTING			
(D)	1-A(E)					TV-1-T	SP-1-T(E)	4	N(E)	RT(E)			Glenoaks		EXISTING			
(E)	24-4-100	12'	35'	150W(EQ)	MAS, MAS	SV-1-T	SP-1-T	4	N	LT			Magday Ave		-2'		6.5'	F=15'
(F)	1-A(E)					TV-1-T	SP-1-T(E)	6	E(E)	RT(E)					EXISTING			
(G)	PPB POST(E)							6	E(E)	LT(E)					EXISTING			
(H)	17(E)	6'(E)	20'(E)	150W(EQ)	MAS(E)	SV-1-T	SP-1-T(E)	6	E(E)	LT(E)			Glenoaks		EXISTING			
(I)	PPB POST(E)							8	N(E)	LT(E)					EXISTING			
(J)	1-A(E)					TV-1-T	SP-1-T(E)	8	S(E)	RT(E)					EXISTING			

■ ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
(E) = EXISTING
(R) = RELOCATE

EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
Ø1	Ø2	Ø3	Ø4
RING 2	NOT USED	NOT USED	NOT USED
Ø5	Ø6	Ø7	Ø8

PROPOSED PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
Ø1	Ø2	Ø3	Ø4
RING 2	NOT USED	NOT USED	NOT USED
Ø5	Ø6	Ø7	Ø8

DETAIL "A"

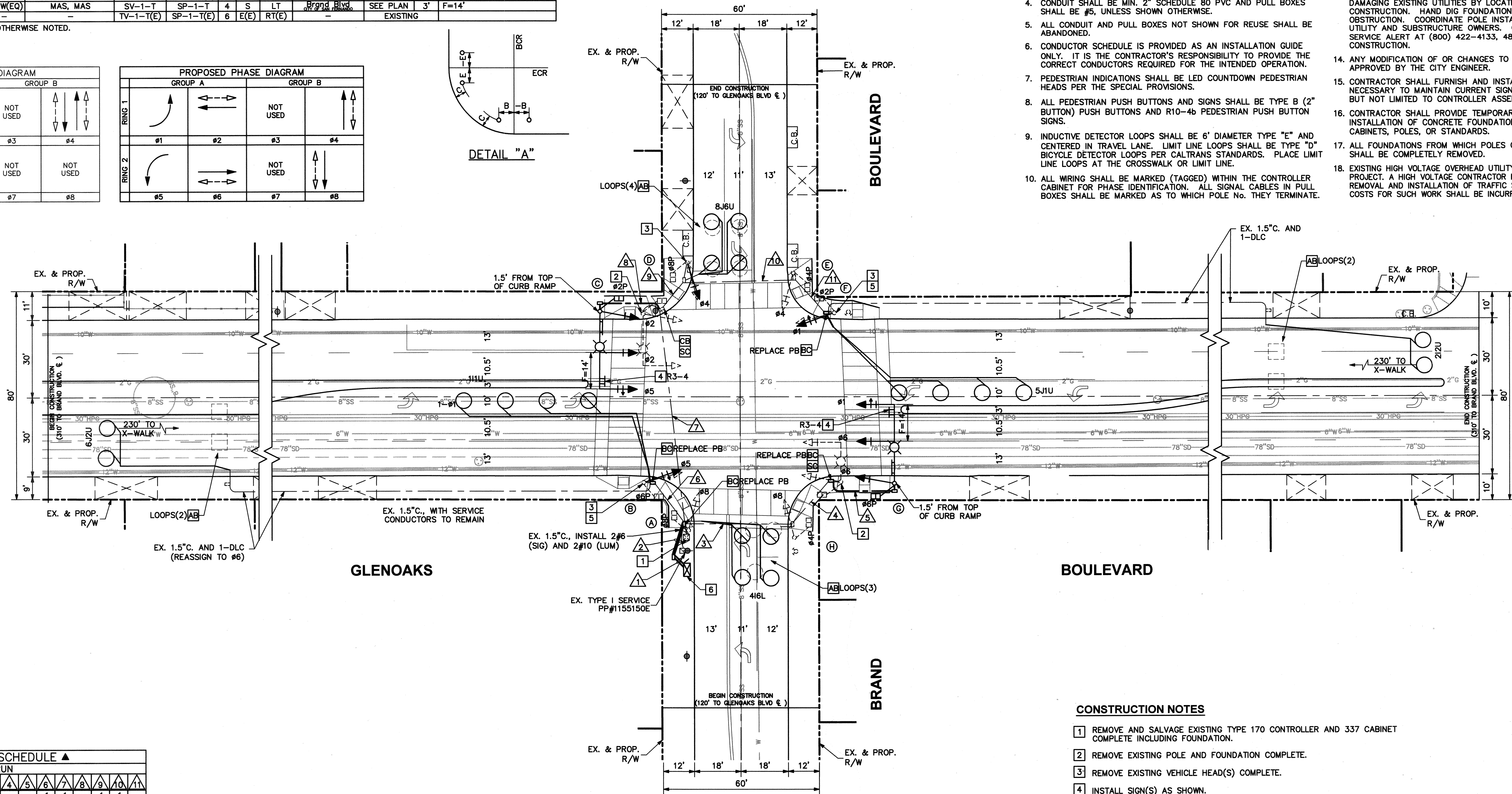
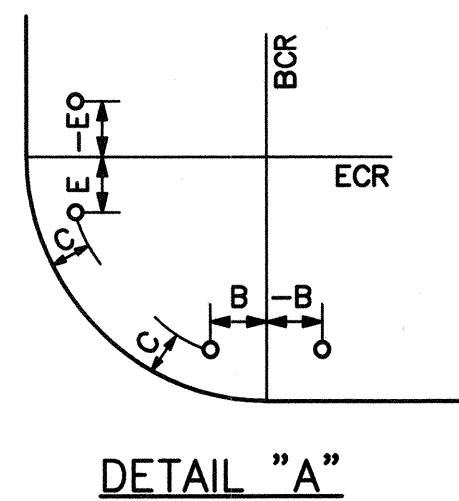


POLE SCHEDULE ■												
No.	STANDARD			LUMINAIRE		VEHICLE SIGNAL MOUNTING		PED SIGNAL		PPB		REMARKS
	TYPE	LUM. M.A.	SIG. M.A.	LED	MAST ARM	POLE	MTG.	Ø	QUAD	ARROW	R.R.S.N.S.	
(A)	1-A(E)	-	-	-	-	TV-1-T(E)	SP-1-T(E)	6	E(E)	LT(E)	-	EXISTING
(B)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	8	N	LT	-	EXISTING
(C)	19-4-100	12"	30"	200W(EQ)	MAS, MAS	SV-1-T	SP-1-T	8	S	LT	Brand Blvd. 120' to Glenoaks Blvd. (E)	PEC; F=14'
(D)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	2	W(E)	RT(E)	-	EXISTING
(E)	1-A(E)	-	-	-	-	TV-1-T(E)	SP-1-T(E)	2	W(E)	LT(E)	-	EXISTING
(F)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	4	N	LT	-	EXISTING
(G)	19-4-100	12"	30"	200W(EQ)	MAS, MAS	SV-1-T	SP-1-T	4	S	LT	Brand Blvd. 120' to Glenoaks Blvd. (E)	F=14'
(H)	1-A(E)	-	-	-	-	TV-1-T(E)	SP-1-T(E)	6	E(E)	RT(E)	-	EXISTING

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EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
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PROPOSED PHASE DIAGRAM			
GROUP A		GROUP B	
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CONSTRUCTION NOTES

- REMOVE AND SALVAGE EXISTING TYPE 170 CONTROLLER AND 337 CABINET COMPLETE INCLUDING FOUNDATION.
- REMOVE EXISTING POLE AND FOUNDATION COMPLETE.
- REMOVE EXISTING VEHICLE HEAD(S) COMPLETE.
- INSTALL SIGN(S) AS SHOWN.
- REMOVE EXISTING PEDESTRIAN PUSH BUTTON COMPLETE.
- INSTALL NEW TYPE 332 CABINET COMPLETE WITH TYPE 170E ATC CONTROLLER, LACO-4E PROGRAM, TWO (2) PED ISOLATION MODULES, TEN (10) LOAD SWITCHES, SIX (6) 2-CHANNEL ILD SENSOR UNITS, AND MISCELLANEOUS AUXILIARY EQUIPMENT TO PROVIDE FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN.

SCALE: 1" = 20'

CONDUCTOR SCHEDULE ▲											
AWG	CIRCUIT	RUN									
		1	2	3	4	5	6	7	8	9	10
28CSC	SIGNAL	2	2	1	-	-	1	1	-	1	1
#10	LUMINAIRE	-	-	2	2	2	-	2	2	-	-
#6	SERVICE	2	2	-	-	-	-	-	-	-	-
TYPE B DLC	#1 DETECTOR	1	1	-	-	-	1	-	-	-	-
	#2 DETECTOR	1	1	-	-	-	-	1	1	1	1
	#4 DETECTOR	1	1	-	-	-	-	-	-	-	-
	#5 DETECTOR	1	1	-	-	-	-	1	1	1	1
	#6 DETECTOR	1	1	-	-	-	1	-	-	-	-
	#8 DETECTOR	1	1	-	-	-	-	1	1	-	-
TOTAL		6	6	-	-	-	2	3	-	3	2
CONDUIT SIZE		2-4"	2-4"	2"	2"	2"	2"	1.5"	2"	2"	2"
% FILL		5	5	21	18	18	24	45	18	26	24

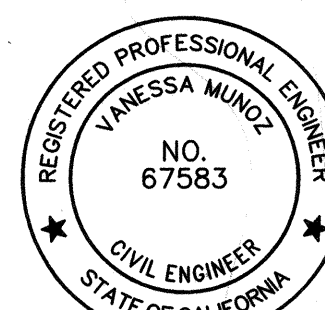
E=EXISTING, N=NEW
▲ ALL CONDUCTORS ARE NEW

REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

PLANS PREPARED BY:
WILLDAN
Engineering
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:

Vanessa Munoz
VANESSA MUNOZ RCE 67583 DATE 7-11-19
DRAWN BY: KC DESIGNED BY: KC/BB CHECKED BY: VM



SUBMITTED BY:
Patsy Orozco
PATSY OROZCO, Q.E. ASSISTANT II



CITY OF
SAN FERNANDO
HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION PLAN
GLENOAKS BOULEVARD
AT BRAND BOULEVARD

JOB NO. 7595

PLAN NO. P-728

SHEET NO.
15
OF
20



Know what's below.
Call before you dig.

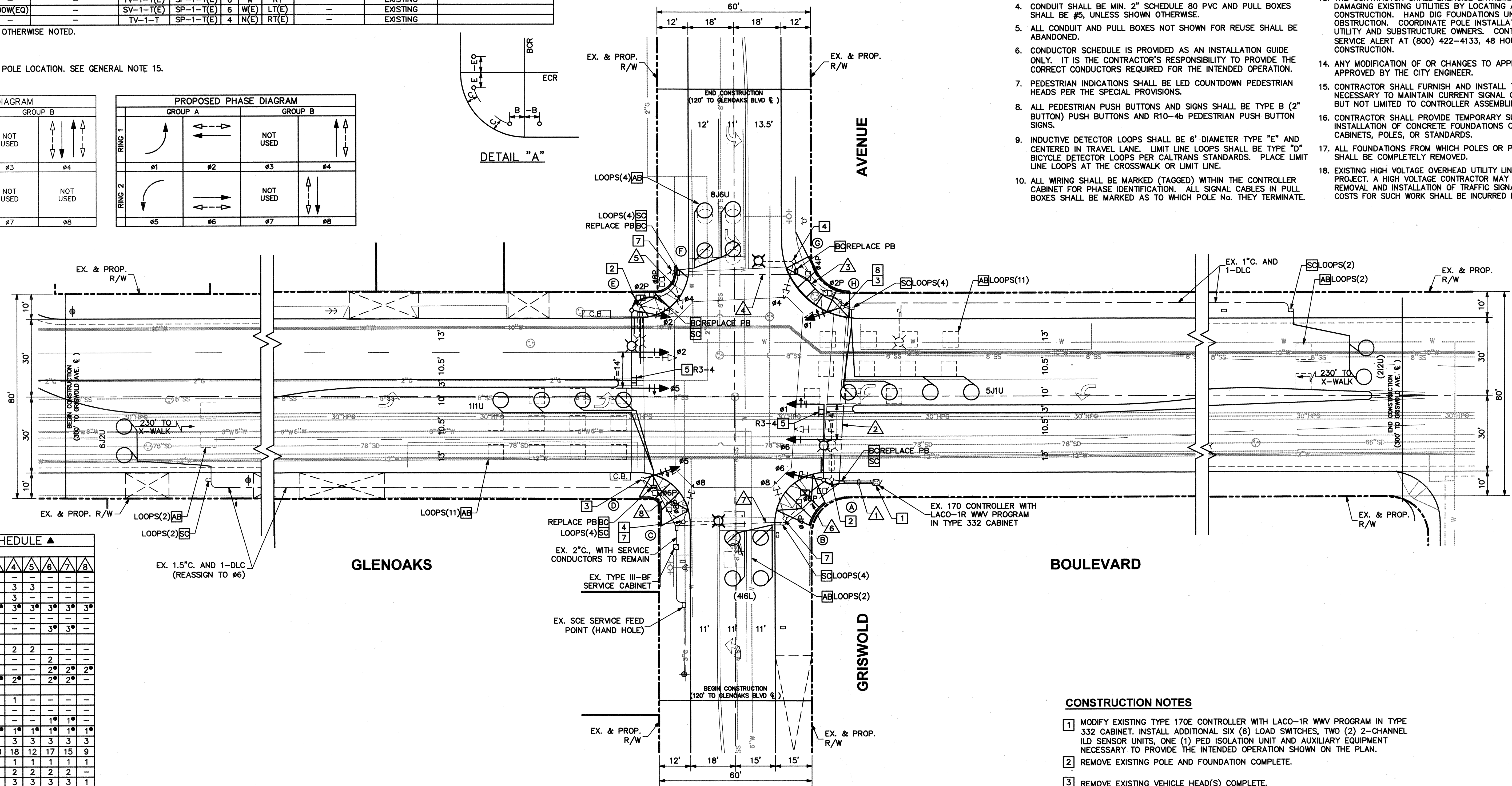
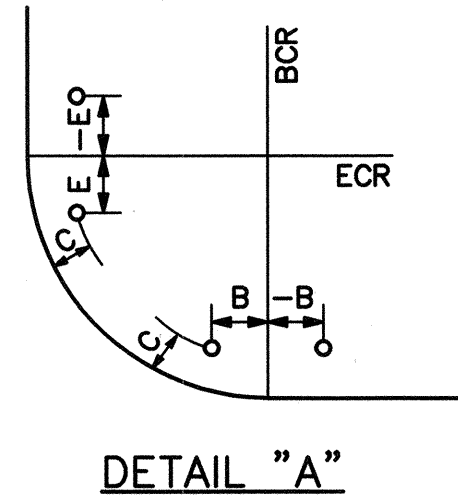
POLE SCHEDULE ■												
No.	STANDARD			LUMINAIRE		VEHICLE SIGNAL MOUNTING		PED SIGNAL		PPB		REMARKS
	TYPE	LUM. M.A.	SIG. M.A.	LED		MAST ARM	POLE	MTG.	Ø	QUAD	ARROW	
(A)	19-4-100	12'	30'	200W(EQ)		MAS, MAS	SV-1-T	SP-1-T	4	N	LT	GRISWOLD AVE
(B)	1-A(E)	-	-	-	-	-	TV-1-T(E)	SP-1-T(E)	6	E	RT	EXISTING
(C)	15(E)	12'(E)	-	200W(EQ)		-	SV-1-T(E)	SP-1-T(E)	6	E	LT	EXISTING
(D)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T(E)	8	S	RT(E)	EXISTING
(E)	19-4-100	12'	30'	200W(EQ)		MAS, MAS	SV-1-T	SP-1-T	8	S	LT	GRISWOLD AVE
(F)	1-A(E)	-	-	-	-	-	TV-1-T(E)	SP-1-T(E)	6	W	RT	EXISTING
(G)	15(E)	12'(E)	-	200W(EQ)		-	SV-1-T(E)	SP-1-T(E)	6	W(E)	LT(E)	EXISTING
(H)	1-A(E)	-	-	-	-	-	TV-1-T	SP-1-T(E)	4	N(E)	RT(E)	EXISTING

■ ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
(E) = EXISTING
(R) = RELOCATE

a. INSTALL NEW POLE AT EXISTING POLE LOCATION. SEE GENERAL NOTE 15.

EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
Ø1	Ø2	Ø3	Ø4
RING 2	NOT USED	NOT USED	NOT USED
Ø5	Ø6	Ø7	Ø8

PROPOSED PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
Ø1	Ø2	Ø3	Ø4
RING 2	NOT USED	NOT USED	NOT USED
Ø5	Ø6	Ø7	Ø8



CONDUCTOR SCHEDULE ▲									
AWG	RUN								
	CIRCUIT	1	2	3	4	5	6	7	8
#14	Ø1 VEHICLE	3*	3*	-	-	-	-	-	-
	Ø2 VEHICLE	3	3	3	3	3	3	3	3
	Ø4 VEHICLE	3	3	3	3	3	3	3	3
	Ø5 VEHICLE	6*	3*	3*	3*	3*	3*	3*	3*
	Ø6 VEHICLE	3*	-	-	-	-	-	-	-
	Ø8 VEHICLE	3*	-	-	-	-	-	-	-
	Ø2 PED	2	2	2	2	2	-	-	-
	Ø4 PED	2	2	2	-	-	2*	2*	2*
#10	Ø6 PED	2*	-	-	-	-	2*	2*	2*
	Ø8 PED	4*	2*	2*	2*	-	2*	2*	-
	Ø2 PPB	1	1	1	1	-	-	-	-
	Ø4 PPB	1	1	-	-	-	-	-	-
	Ø6 PPB	1*	-	-	-	-	1*	1*	-
	Ø8 PPB	2*	1*	1*	1*	1*	1*	1*	1*
	SPARES	3	3	3	3	3	3	3	3
	TOTAL	39	24	20	18	12	17	15	9
#6	SIG. COMMON	1	1	1	1	1	1	1	1
	LUMINAIRE	-	2	2	2	2	2	2	-
	TOTAL	1	3	3	3	3	3	3	1
	SERVICE	2	-	-	-	-	2	2	-
	Ø1 DETECTOR	1*	-	-	-	-	1*	1*	-
	Ø2 DETECTOR	1	1	-	-	-	-	-	-
	Ø4 DETECTOR	1	-	-	-	-	1	-	-
	Ø5 DETECTOR	1*	1*	-	-	-	-	-	-
TYPE B	Ø6 DETECTOR	1	-	-	-	-	1	1	1
	Ø8 DETECTOR	1	1	1	1	-	-	-	-
	TOTAL	6	3	1	1	-	3	2	2
	CONDUIT SIZE	3-2"	2.5"	2"	2"	2"	2"	2"	2"
	% FILL	14	19	19	18	11	27	23	12
	E=EXISTING, N=NEW	E	E	E	E	E	E	E	E
	▲ ALL CONDUCTORS ARE EXISTING UNLESS OTHERWISE NOTED:								
	● = NEW CONDUCTORS								

- EX. Ø2 DLC. REASSIGN TO Ø6 IN CABINET
- EX. Ø4 DLC. REASSIGN TO Ø8 IN CABINET

GENERAL NOTES

- TRAFFIC SIGNAL AND HIGHWAY LIGHTING EQUIPMENT, AND INSTALLATION THEREOF SHALL CONFORM TO CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), DATED 2014, CALTRANS REVISED STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THIS PLAN, AND THE SPECIAL PROVISIONS.
- ALL MATERIALS AND EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- VEHICLE INDICATIONS SHALL BE 12" LIGHT EMITTING DIODE (LED) RED, LED YELLOW, AND LED GREEN PER THE SPECIAL PROVISIONS.
- CONDUIT SHALL BE MIN. 2" SCHEDULE 80 PVC AND PULL BOXES SHALL BE #5, UNLESS SHOWN OTHERWISE.
- ALL CONDUIT AND PULL BOXES NOT SHOWN FOR REUSE SHALL BE ABANDONED.
- CONDUCTOR SCHEDULE IS PROVIDED AS AN INSTALLATION GUIDE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CORRECT CONDUCTORS REQUIRED FOR THE INTENDED OPERATION.
- PEDESTRIAN INDICATIONS SHALL BE LED COUNTDOWN PEDESTRIAN HEADS PER THE SPECIAL PROVISIONS.
- ALL PEDESTRIAN PUSH BUTTONS AND SIGNS SHALL BE TYPE B (2" BUTTON) PUSH BUTTONS AND R10-4b PEDESTRIAN PUSH BUTTON SIGNS.
- INDUCTIVE DETECTOR LOOPS SHALL BE 6" DIAMETER TYPE "E" AND CENTERED IN TRAVEL LANE. LIMIT LINE LOOPS SHALL BE TYPE "D" BICYCLE DETECTOR LOOPS PER CALTRANS STANDARDS. PLACE LIMIT LINE LOOPS AT THE CROSSWALK OR LIMIT LINE.
- ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION. ALL SIGNAL CABLES IN PULL BOXES SHALL BE MARKED AS TO WHICH POLE NO. THEY TERMINATE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND FACILITIES, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR THE TOTAL EXPENSE OF REPAIR OR REPLACEMENT OF ANY UNDERGROUND FACILITIES DAMAGED DURING CONSTRUCTION.
- LOCATION OF UNDERGROUND FACILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL POthOLE TO DETERMINE THE EXACT LOCATION AND VERIFY ALL CONDITIONS ON THE JOBSITE PRIOR TO ORDERING POLES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING UTILITIES BY LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION. HAND DIG FOUNDATIONS UNTIL CLEAR OF OBSTRUCTION. COORDINATE POLE INSTALLATION WITH OVERHEAD UTILITY AND SUBSTRUCTURE OWNERS. CONTACT UNDERGROUND SERVICE ALERT AT (800) 422-4133, 48 HOURS PRIOR TO CONSTRUCTION.
- ANY MODIFICATION OF OR CHANGES TO APPROVED PLANS MUST BE APPROVED BY THE CITY ENGINEER.
- CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY EQUIPMENT NECESSARY TO MAINTAIN CURRENT SIGNAL OPERATION, INCLUDING BUT NOT LIMITED TO CONTROLLER ASSEMBLIES AND SIGNAL POLES.
- CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT DURING INSTALLATION OF CONCRETE FOUNDATIONS ON ANY EXISTING NEARBY CABINETS, POLES, OR STANDARDS.
- ALL FOUNDATIONS FROM WHICH POLES OR POSTS ARE REMOVED SHALL BE COMPLETELY REMOVED.
- EXISTING HIGH VOLTAGE OVERHEAD UTILITY LINES EXIST ON THIS PROJECT. A HIGH VOLTAGE CONTRACTOR MAY BE REQUIRED FOR THE REMOVAL AND INSTALLATION OF TRAFFIC SIGNAL POLES. ANY ADDITIONAL COSTS FOR SUCH WORK SHALL BE INCURRED BY THE CONTRACTOR.

CONSTRUCTION NOTES

- MODIFY EXISTING TYPE 170E CONTROLLER WITH LACO-1R WWV PROGRAM IN TYPE 332 CABINET. INSTALL ADDITIONAL SIX (6) LOAD SWITCHES, TWO (2) 2-CHANNEL I/D SENSOR UNITS, ONE (1) PED ISOLATION UNIT AND AUXILIARY EQUIPMENT NECESSARY TO PROVIDE THE INTENDED OPERATION SHOWN ON THE PLAN.
- REMOVE EXISTING POLE AND FOUNDATION COMPLETE.
- REMOVE EXISTING VEHICLE HEAD(S) COMPLETE.
- REMOVE EXISTING LUMINAIRE COMPLETE.
- INSTALL SIGN(S) AS SHOWN.
- REMOVE EXISTING PEDESTRIAN PUSH BUTTON COMPLETE.
- ADJUST EXISTING SIGNAL POLE TO GRADE.

SCALE : 1" = 20'



REVISIONS			
REV.	DATE	BY	DESCRIPTION

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
Vanessa Munoz
VANESSA MUNOZ RCE 67583
DRAWN BY: KC

REGISTERED PROFESSIONAL ENGINEER
VANESSA MUNOZ
NO. 67583
CIVIL ENGINEER
STATE OF CALIFORNIA
7-11-19
DATE
DESIGNED BY: KC/BB
CHECKED BY: VM

SUBMITTED BY:
Patsy Orozco
PATSY OROZCO, CE ASSISTANT II
DATE: 7/11/19

CITY OF
SAN FERNANDO
HISTORIC & VISIONARY
PUBLIC WORKS DEPARTMENT

TRAFFIC SIGNAL MODIFICATION PLAN
**GLENOKS BOULEVARD
AT GRISWOLD AVENUE**
JOB NO. 7595
PLAN NO. P-728
SHEET No.
16
OF
20

POLE SCHEDULE

No.	STANDARD			LUMINAIRE LED	VEHICLE SIGNAL MOUNTING		PED SIGNAL	PPB			R.R.S.N.S.	POLE LOCATION (SEE DETAIL "A")			REMARKS
	TYPE	LUM. M.A.	SIG. M.A.		MAST ARM	POLE		QUAD	ARROW			E	B	C	
(A)	26-4-100	12'	40'	250W(EQ)	MAS, MAS	SV-1-T	SP-1-T	4	N	LT	ARROYO AVE CITY OF SAN FERNANDO	1'	-	7'	PEC; F=17'
(B)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	6	E	RT	-	-	-	-	EXISTING
(C)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	6	E(E)	LT(E)	-	-	-	-	EXISTING
(D)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	8	S	RT	-	-	-	-	EXISTING
(E)	24-4-100	12'	35'	250W(EQ)	MAS, MAS	SV-1-T	SP-1-T	8	S	LT	ARROYO AVE CITY OF SAN FERNANDO	-	-	-	EXISTING
(F)	1-A(E)	-	-	-	-	TV-1-T	SP-1-T(E)	6	W(E)	RT(E)	-	-	-	-	EXISTING
(G)	17-2-70(E)	12'(E)	20'(E)	250W(EQ)	MAS(E)	SV-1-T(E)	SP-1-T(E)	6	W(E)	LT(E)	GLENOKS CITY OF SAN FERNANDO	-	-	-	EXISTING
(H)	15(E)	6'(E)	-	250W(EQ)	-	SV-1-T	SP-1-T(E)	4	N(E)	RT(E)	-	-	-	-	EXISTING

■ ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.

(E) = EXISTING

(R) = RELOCATE

α. INSTALL NEW POLE AT EXISTING POLE LOCATION. SEE GENERAL NOTE 15.

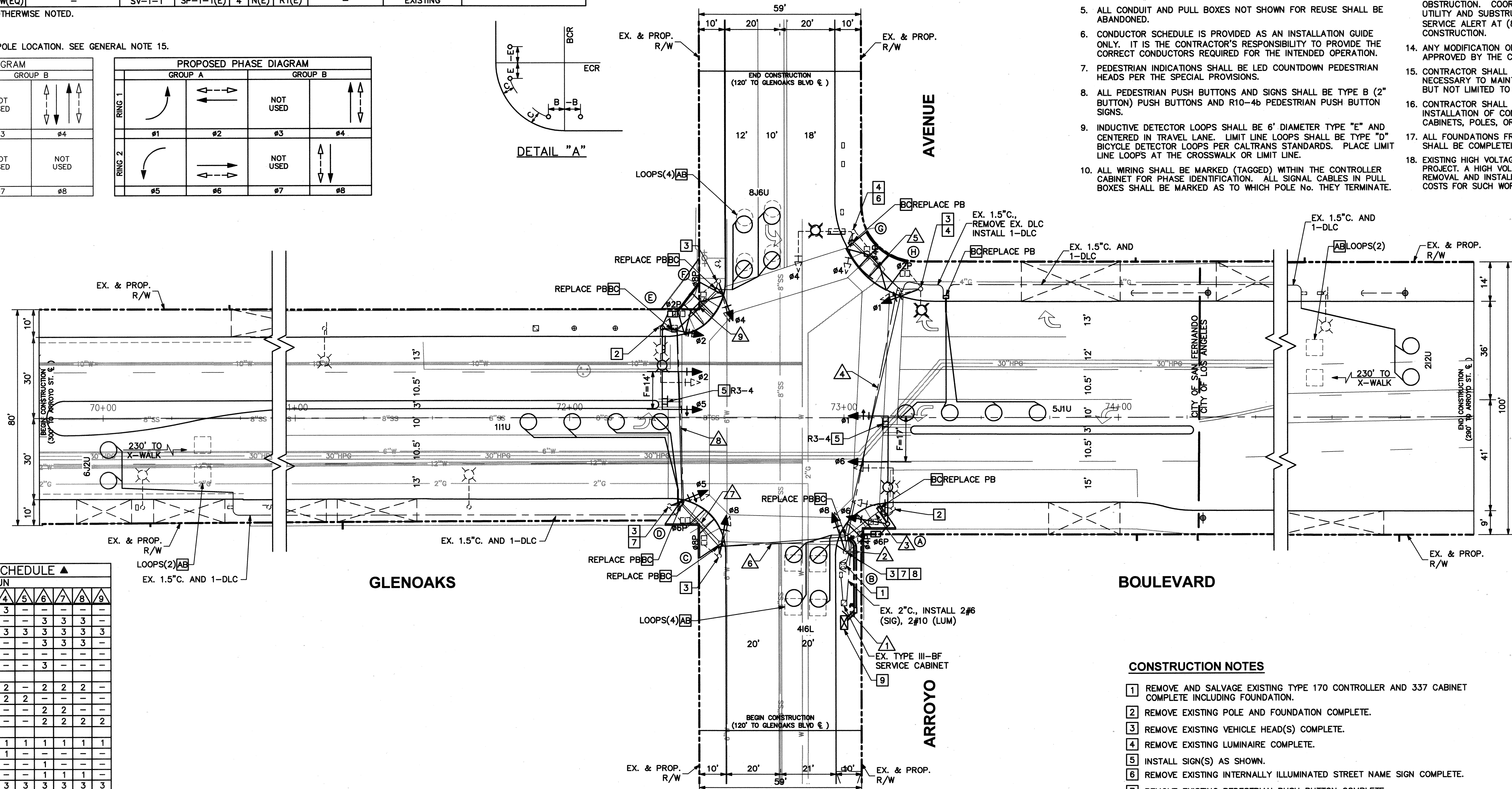
EXISTING PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
RING 2	NOT USED	NOT USED	NOT USED

PROPOSED PHASE DIAGRAM			
GROUP A		GROUP B	
RING 1	NOT USED	NOT USED	NOT USED
RING 2	NOT USED	NOT USED	NOT USED

DETAIL "A"

GENERAL NOTES

- TRAFFIC SIGNAL AND HIGHWAY LIGHTING EQUIPMENT, AND INSTALLATION THEREOF SHALL CONFORM TO CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), DATED 2014, CALTRANS REVISED STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THIS PLAN, AND THE SPECIAL PROVISIONS.
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- ALL FOUNDATIONS FROM WHICH POLES OR POSTS ARE REMOVED SHALL BE COMPLETELY REMOVED.
- EXISTING HIGH VOLTAGE OVERHEAD UTILITY LINES EXIST ON THIS PROJECT. A HIGH VOLTAGE CONTRACTOR MAY BE REQUIRED FOR THE REMOVAL AND INSTALLATION OF TRAFFIC SIGNAL POLES. ANY ADDITIONAL COSTS FOR SUCH WORK SHALL BE INCURRED BY THE CONTRACTOR.



CONDUCTOR SCHEDULE									
AWG	CIRCUIT	RUN							
		1	2	3	4	5	6	7	8
#14	01 VEHICLE	3	3	3	3	-	-	-	-
	02 VEHICLE	3	3	-	-	-	-	-	-
	04 VEHICLE	6	6	-	-	-	-	-	-
	05 VEHICLE	3	3	-	-	-	-	-	-
	06 VEHICLE	3	3	3	-	-	-	-	-
	08 VEHICLE	3	3	-	-	-	-	-	-
	02 PED	4	4	-	-	-	-	-	-
	04 PED	2	2	-	-	-	-	-	-
	06 PED	2	2	2	-	-	-	-	-
	08 PED	2	2	-	-	-	-	-	-
	02 PPB	2	2	1	1	1	1	1	1
	04 PPB	1	1	1	1	-	-	-	-
	06 PPB	1	1	-	-	-	-	-	-
	08 PPB	1	1	-	-	-	-	-	-
#10	SIG. COMMON	3	3	3	3	3	3	3	3
	LUMINAIRE	1	1	1	1	1	1	1	1
#6	SERVICE	2	2	-	-	-	-	-	-
	01 DETECTOR	1	1	-	-	-	-	-	-
TYPE B	02 DETECTOR	1	1	-	-	-	-	-	-
	04 DETECTOR	1	1	-	-	-	-	-	-
	05 DETECTOR	1	1	-	-	-	-	-	-
	06 DETECTOR	1	1	-	-	-	-	-	-
DLC	08 DETECTOR	1	1	-	-	-	-	-	-
	TOTAL	6	6	-	-	-	-	-	-
CONDUIT SIZE		2-4"	2-4"	2"	2"	2"	2"	2"	2"
% FILL		6	6	13	18	10	27	24	18
E=EXISTING, N=NEW		N	N	E	E	E	E	E	E

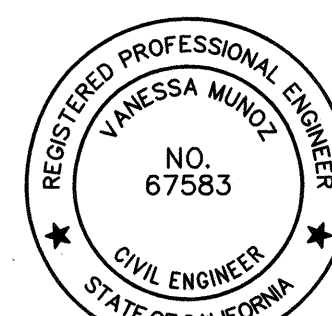
▲ ALL CONDUCTORS ARE NEW

REVISIONS

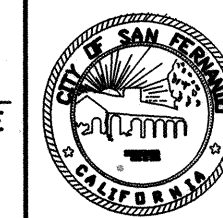
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

PLANS PREPARED BY:
WILLDAN
 Engineering
 13191 CROSSROADS PARKWAY NORTH
 SUITE 405, INDUSTRY, CA 91746
 (562) 908-6200
 UNDER THE SUPERVISION OF:

Vanessa Munoz
 VANESSA MUNOZ RCE 67583
 DRAWN BY: KC
 DESIGNED BY: KC/BB
 CHECKED BY: VM
 7-11-19
 DATE



SUBMITTED BY:
Patsy Orozco
 PATSY OROZCO, EE ASSISTANT II
 DATE: 7/11/19



CITY OF
SAN FERNANDO
 HISTORIC & VISIONARY

PUBLIC WORKS DEPARTMENT

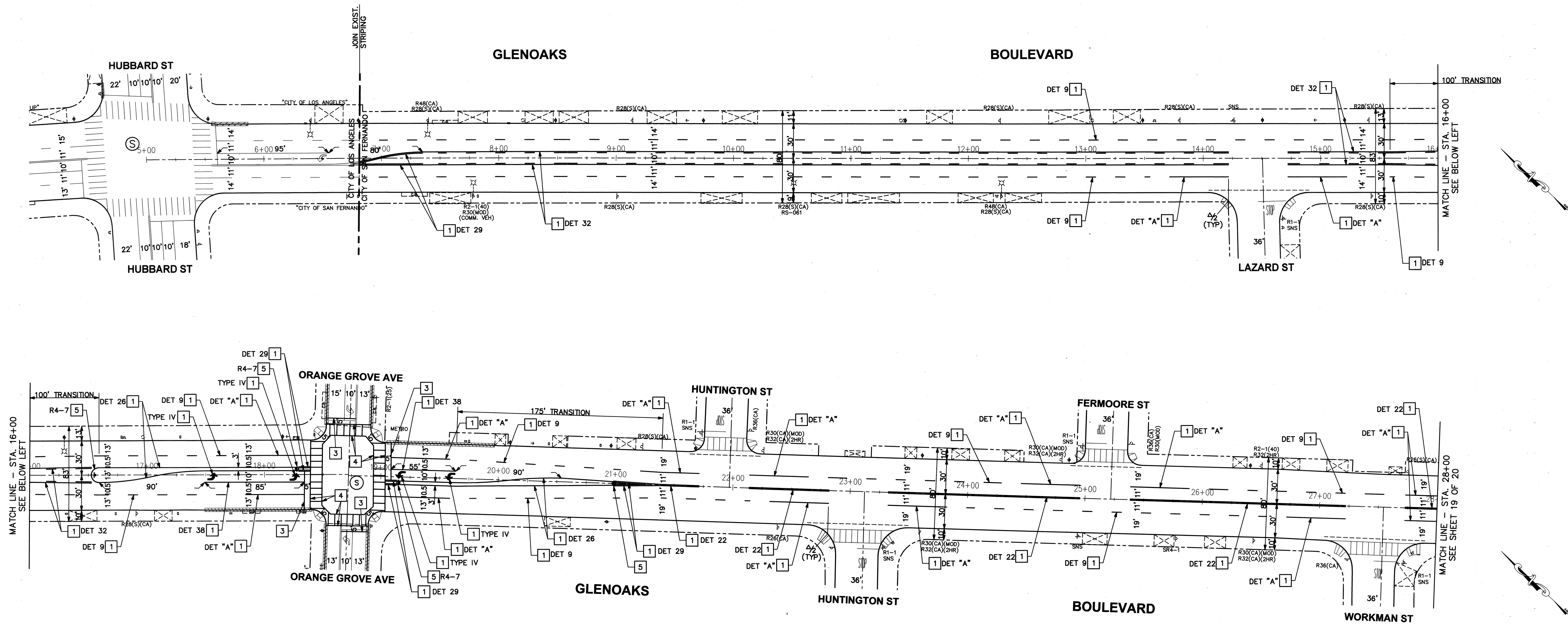
TRAFFIC SIGNAL MODIFICATION PLAN
GLENOKS BOULEVARD
 AT ARROYO AVENUE

JOB NO. 7595

PLAN NO. P-728

SHEET No.
 17
 OF
 20

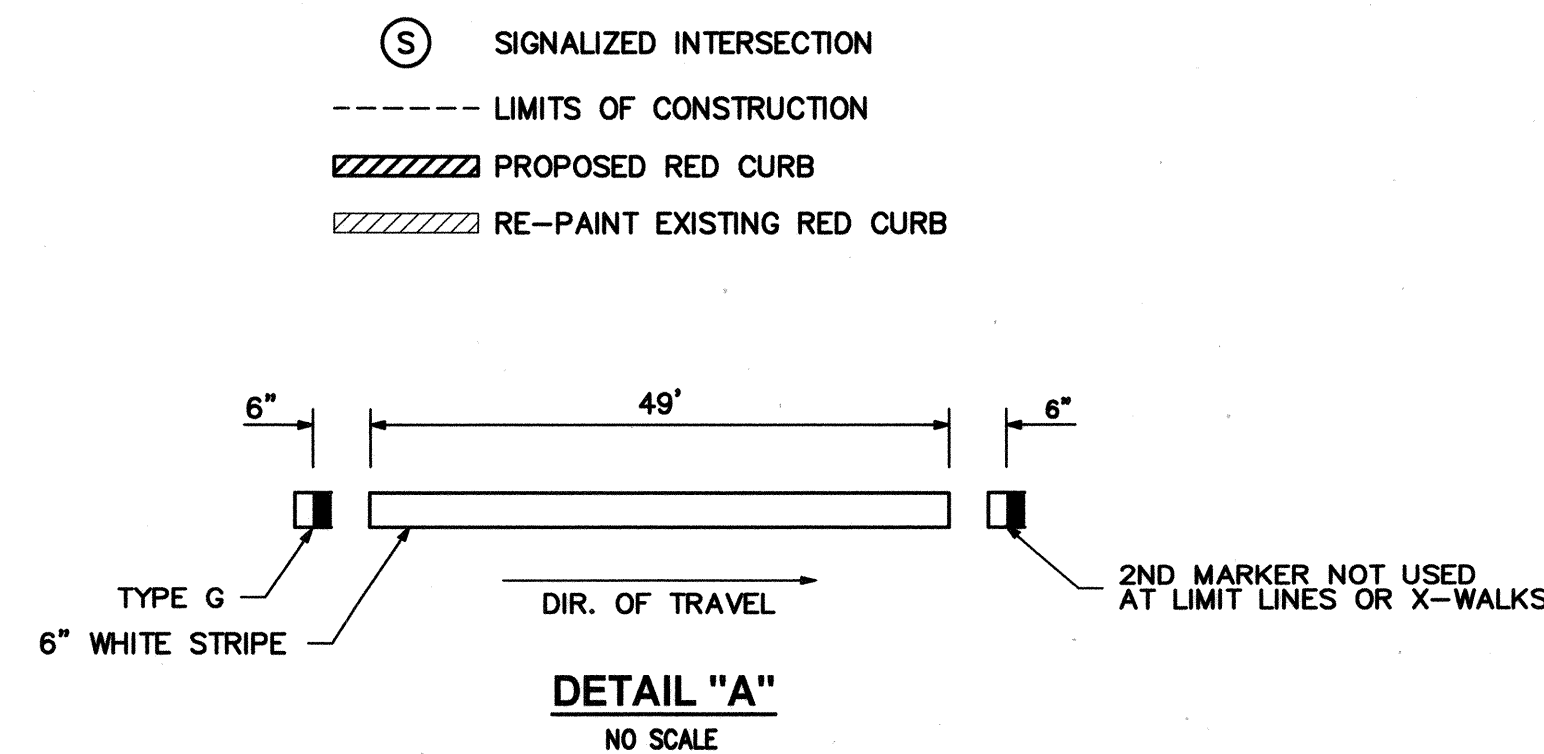
SCALE: 1" = 20'

**GENERAL NOTES**

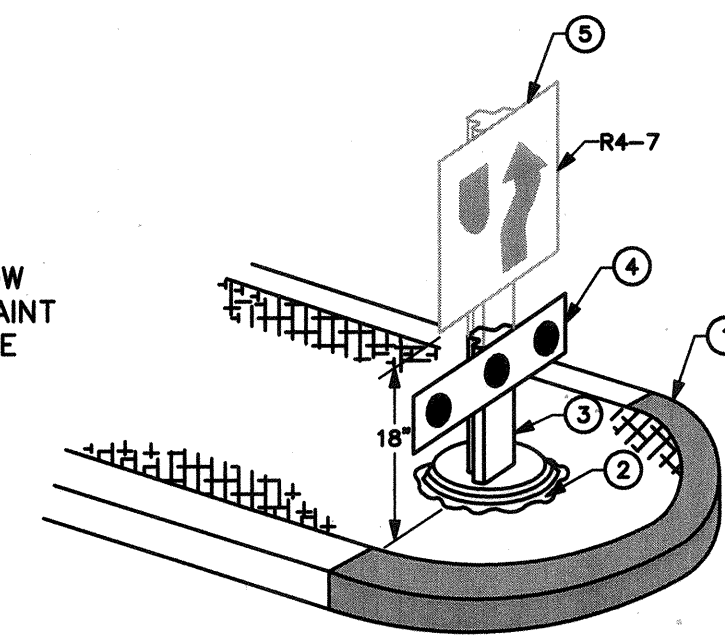
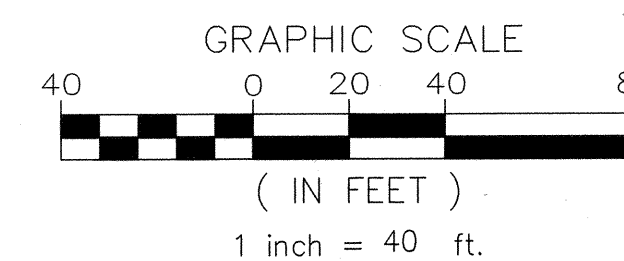
1. TRAFFIC SIGNING AND STRIPING SHALL CONFORM TO THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), DATED 2014, THESE PLANS AND THE SPECIAL PROVISIONS.
2. ALL STRIPING DETAILS, PAVEMENT MARKINGS, AND CROSSWALKS SHALL BE THERMOPLASTIC. CURB MARKINGS SHALL BE PAINT, 2 COATS.
3. CONTRACTOR SHALL REPAINT ALL EXISTING CURB ADDRESS NUMBERS WITHIN THE PROJECT LIMITS.
4. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
5. ALL EXISTING CURB MARKINGS WITHIN THE PROJECT LIMITS SHALL BE REPAINTED.
6. ALL CURB ADDRESS MARKINGS WITHIN THE PROJECT LIMITS SHALL BE REPAINTED.
7. CONFLICTING STRIPING AND PAVEMENT LEGENDS SHALL BE REMOVED. REMOVAL OF CONFLICTING STRIPING AND PAVEMENT LEGENDS SHALL BE BY WET SANDBLASTING (PAINT) OR BY GRINDING (THERMOPLASTIC). STRIPING REMOVALS SHALL INCLUDE REMOVING RAISED PAVEMENT MARKERS.

CONSTRUCTION NOTES

1. INSTALL STRIPING DETAIL OR PAVEMENT MARKING AS NOTED.
2. PAINT 12" WHITE CROSSWALK. CROSSWALK SHALL BE 11' IN WIDTH (INSIDE TO INSIDE) UNLESS OTHERWISE INDICATED.
3. PAINT 12" WHITE LIMIT LINE.
4. INSTALL 12" YELLOW LADDER STYLE CROSSWALK WITH 2' WIDE STRIPS ALONG STRIPING. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE) UNLESS OTHERWISE INDICATED. CENTER THE MARKINGS ON DOUBLE-YELLOW CENTER LINE, LANE LINES AND CENTER OF LANE. MARKINGS SHOULD BE INSTALLED SUCH THAT WHEELS STRADDLE THE CROSSWALK MARKINGS.
5. INSTALL MEDIAN NOSE TREATMENT PER DETAIL "B".
6. PAINT RED CURB, LENGTH AS NOTED.
7. INSTALL SIGN(S) AND/OR POST AS NOTED.
8. REMOVE SIGN(S) AND/OR POST AS NOTED.
9. REMOVE CONFLICTING STRIPING BY WET SANDBLASTING FOR PAINT AND/OR GRINDING FOR THERMOPLASTIC.
10. RELOCATE EXISTING FLASHING BEACON TYPE 1 STANDARD AND EQUIPMENT COMPLETE AWAY FROM PROPOSED CURB RAMP. REMOVE FOUNDATION.

LEGEND**NOTES:**

1. INSTALL HIGH REFLECTIVITY YELLOW PAINT ON CURB FACE. EXTEND PAINT ON TOP OF CURB AND CURB FACE TO BC, EC, OR END OF FLARE.
2. EPOXY
3. SERIES 400 REPO POST. (18")
4. OM2-1H MARKER.
5. WHEN R4-7 SIGN IS CALLED FOR ON PLANS, USE 36" POST.

**DETAIL "B"**
NO SCALEKnow what's below.
Call before you dig.**REVISIONS**

REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:VANESSA MUNOZ
DRAWN BY: KC

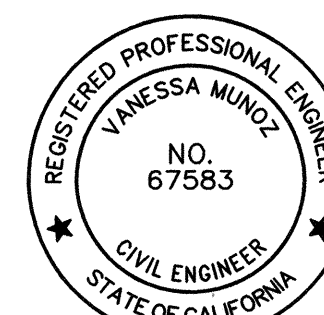
RCE 67583

7-11-19

DATE

DESIGNED BY: KC/BB

CHECKED BY: VM

SUBMITTED BY:
PATSY OROZCO, E.E. ASSISTANT II
DATE: 7/11/19

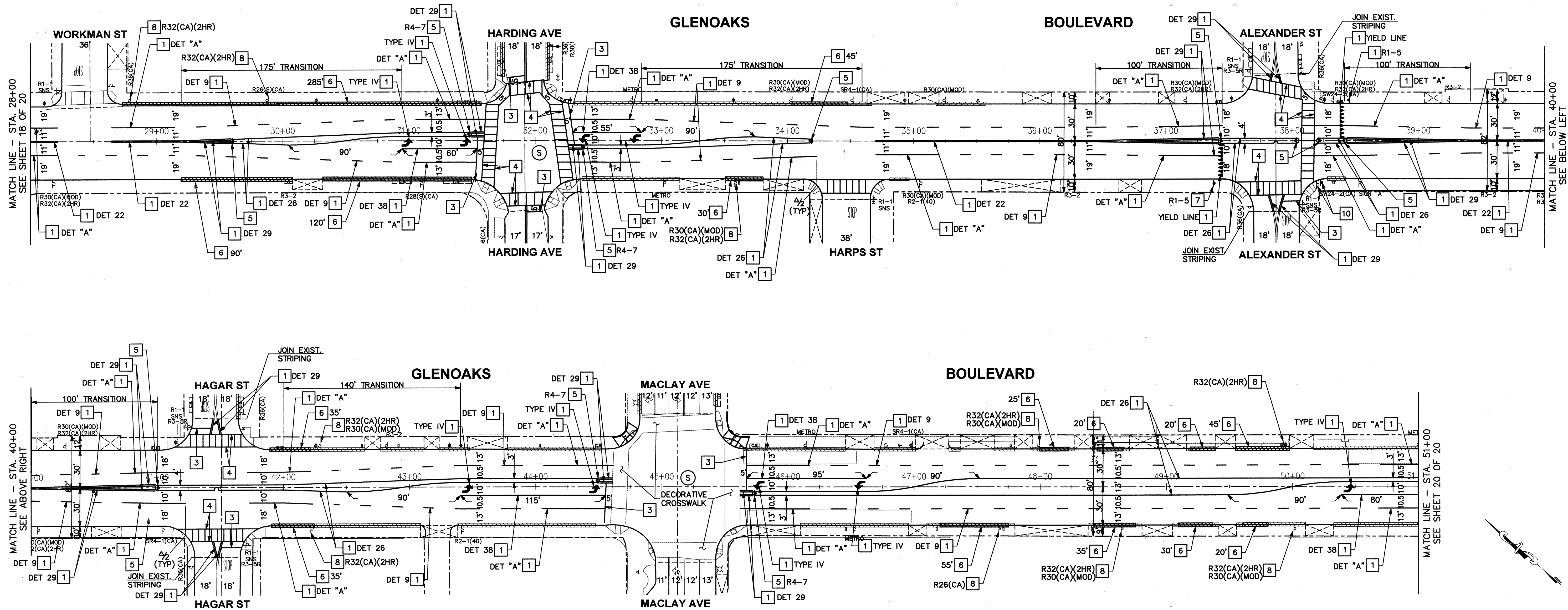
PUBLIC WORKS DEPARTMENT

**SIGNING AND STRIPING PLAN
GLENOAKS BOULEVARD
STA 5+00 TO STA 28+00**

JOB NO. 7595

PLAN NO. P-728

SHEET NO.
18
OF
20



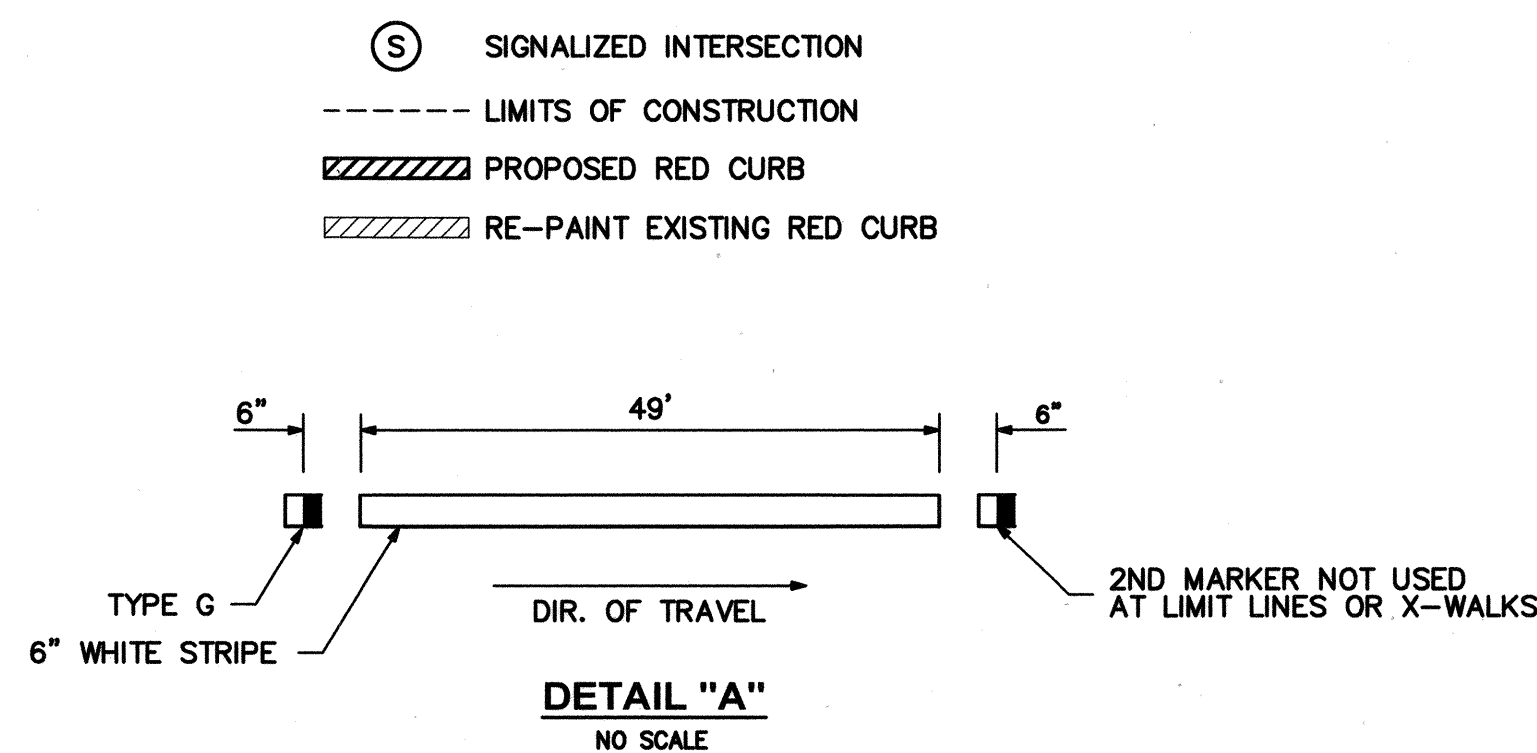
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CONSTRUCTION NOTES

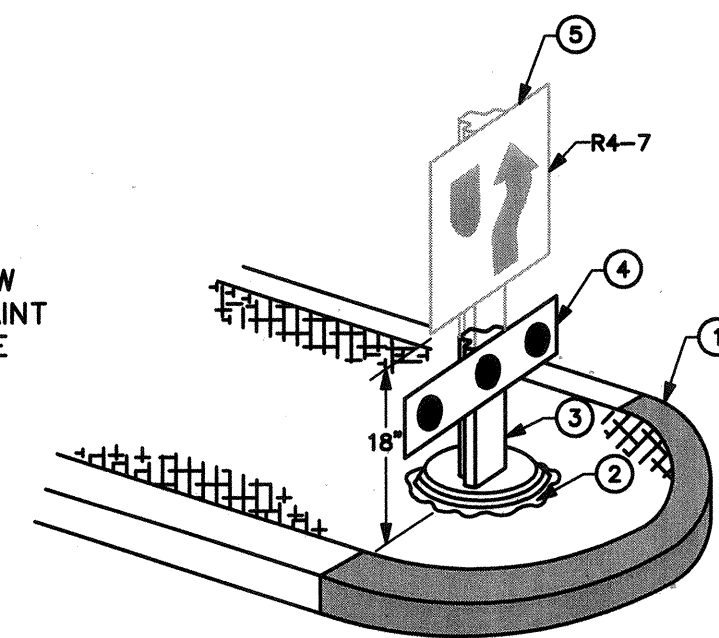
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8. REMOVE SIGN(S) AND/OR POST AS NOTED.
9. REMOVE CONFLICTING STRIPING BY WET SANDBLASTING FOR PAINT AND/OR GRINDING FOR THERMOPLASTIC.
10. RELOCATE EXISTING FLASHING BEACON TYPE 1 STANDARD AND EQUIPMENT COMPLETE AWAY FROM PROPOSED CURB RAMP. REMOVE FOUNDATION.

LEGEND

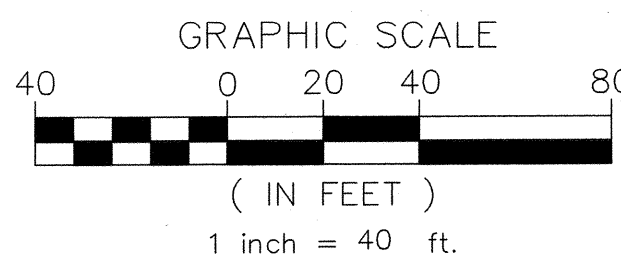


NOTES:

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2. EPOXY
3. SERIES 400 REPO POST. (18")
4. OM2-1H MARKER.
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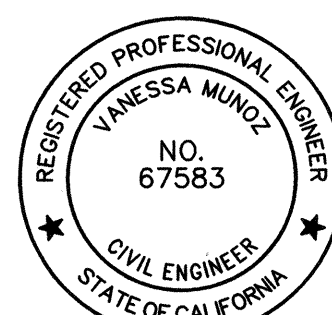


DETAIL "B"
NO SCALE

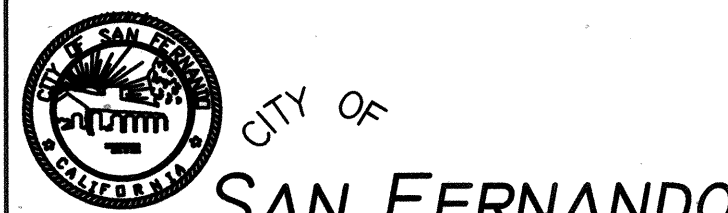


REVISIONS				
REV.	DATE	BY	DESCRIPTION	APP'D

PLANS PREPARED BY:
WILLDAN
13191 CROSSROADS PARKWAY NORTH
SUITE 405, INDUSTRY, CA 91746
(562) 908-6200
UNDER THE SUPERVISION OF:
[Signature]
VANESSA MUNOZ RCE 67583
DRAWN BY: KC



SUBMITTED BY:
[Signature]
PATSY GONZALEZ, OF ASSISTANT II



PUBLIC WORKS DEPARTMENT

SIGNING AND STRIPING PLAN
GLENOAKS BOULEVARD
STA 28+00 TO STA 51+00

JOB NO. 7595

PLAN NO. P-728

SHEET NO.
19
OF
20

**ATTACHMENT "B"**
CONTRACT NO. 1933**CONSTRUCTION CONTRACT/AGREEMENT****ALL AMERICAN ASPHALT**

Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project,
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728

THIS AGREEMENT, made and entered into this 7th day of October, 2019, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ALL AMERICAN ASPHALT as "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 7/25/19.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work the stipulated sum of **TWO MILLION, THREE HUNDRED NINETY-NINE THOUSAND, SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$2,399,784.00)**.

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

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-

CONSTRUCTION CONTRACT/AGREEMENT

Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728

Page 2 of 4

like manner without interruption, and to complete the construction thereof within **Eighty (80)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Three Thousand Two Hundred Dollars (\$3,200.00)** for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728**Page 3 of 4

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT**Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728**Page 4 of 4

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTORBY

TitleBY

Title

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL
CITY MANAGER

ATTEST:

ELENA G. CHÁVEZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

ATTACHMENT “C”**RESOLUTION NO. 7953****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2019-20 ADOPTED ON JUNE 1, 2019
TO EXCHANGE MEASURE R FUNDS WITH PROP C FUNDS
FOR THE GLENAOKS BOULEVARED STREET
RESURFACING PROJECT**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2019-20, commencing July 1, 2019, and ending June 30, 2020; and

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

WHEREAS, the City Council has determined it necessary to exchange Measure R funds with Proposition C funds to complete the Glenoaks Boulevard Street Resurfacing Project and Annual Street Resurfacing Project; and

WHEREAS, the City Council has determined it necessary to transfer \$385,130 in Glenoaks Boulevard Resurfacing Project funds from Measure R (Fund 012) to Proposition C (Fund 008); and

WHEREAS, the City Council deems it necessary to transfer \$385,130 in Annual Street Resurfacing Project funds from Proposition 8 (Fund 008) to Measure R (Fund 012); and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, a copy of which is on file in the City Clerk's Office, was adopted on June 1, 2019.

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

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

Glenoaks Boulevard Resurfacing Project:

012-311-6673-4600 – Measure R	
Decrease in Expenditures	(\$385,130)

008-311-6673-4600 – Prop C	
Increase in Expenditures	\$385,130

015-311-6673-4600 – TDA
Increase in Expenditures \$30,000

Annual Street Resurfacing Project:

008-311-0560-4600 – Prop C
Decrease in Expenditures (\$385,130)

012-311-0560-4600 – Measure R
Increase in Expenditures \$385,130

PASSED, APPROVED, AND ADOPTED this 18th day of November, 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 18th day of November, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Mary Mendoza

Date: November 18, 2019

Subject: Consideration to Appoint an Education Commissioner

RECOMMENDATION:

I recommend that Suzanne N. Llamas be appointed as my representative to the Education Commission.

BUDGET IMPACT:

The City pays each Commissioner \$75.00 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are appropriated in the Fiscal Year 2019-2020 Budget.

ATTACHMENT:

A. Commission Application

APPLICATION TO SERVE ON A CITY COMMISSION ATTACHMENT "A"

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME <u>Suzanne N. Llamas</u>		PHONE NO. [REDACTED]
RESIDENCE ADDRESS <u>1114 N. Brand Blvd.</u>	CITY & STATE <u>San Fernando Ca.</u>	ZIP CODE <u>91340</u>
MAILING ADDRESS <i>If different than above</i> <u>same</u>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i> [REDACTED]		
EMPLOYER <u>independent consultant</u>	POSITION <u>Educational Consultant Special Support Services</u>	
BUSINESS ADDRESS /	CITY & STATE	ZIP CODE
BUSINESS PHONE /		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE <u>Suzanne N. Llamas</u>	DATE <u>10/23/19</u>
---	-------------------------

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in

☒ **EDUCATION COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Education Commission?

To help increase student achievement, safety and educational opportunities by working collaboratively with other commissioners and city stakeholders.
LL

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☐ **PLANNING AND PRESERVATION COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando


What is your understanding of the duties as a member of the Planning and Preservation Commission?

☐ **TRANSPORTATION AND SAFETY COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Transportation and Safety Commission?

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

Suzanne Negrete Llamas
1114 N. Brand Blvd. San Fernando, Ca.



My name is Suzanne Llamas. I have lived in the community since birth and have been a resident of the city of San Fernando since 1971. Throughout the years, my husband and I, and our four children attended our local San Fernando schools.

In 1990, I began my work in the field of education serving students and the community as a teacher, administrator and a food service director.

I retired from Vaughn Next Century Learning Center in 2017 serving as Director of Youth, Family and Community Development. I look forward to working collaboratively with other commissioners as we provide opportunities to increase student achievement and safety in our city.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Vice Mayor Sylvia Ballin

Date: November 18, 2019

Subject: Consideration to Appoint an Education Commissioner

RECOMMENDATION:

I recommend that David Govea be appointed as my representative to the Education Commission.

BUDGET IMPACT:

The City pays each Commissioner \$75.00 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are appropriated in the Fiscal Year 2019-2020 Budget.

ATTACHMENT:

A. Commission Application

THE CITY OF
SAN FERNANDO

RECOMMENDED BY CITY COUNCIL MEMBER:
Vice Mayor Sylvia Ballin

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME David Govea		PHONE NO. [REDACTED]
RESIDENCE ADDRESS 447 N Lazard St	CITY & STATE San Fernando, CA	ZIP CODE 91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i> [REDACTED]		
EMPLOYER PUC Schools	POSITION Teacher	
BUSINESS ADDRESS 13361 Glenoaks Blvd	CITY & STATE Sylmar, CA	ZIP CODE 91342
BUSINESS PHONE 818-356-2795		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 447 N Lazard St, San Fernando, CA 91340		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		


MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE 	DATE 11-13-19
--	------------------



APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) Please indicate which Commission you are interested in

☒ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

The Education Commission serves as an intermediary between our local San Fernando schools and our city leadership. The commission organizes an annual scholarship awards, principal's brunch, student of the month and invites local schools organizations to come and present about their programs.

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☐ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

☐ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

David Govea Biography

David Govea is a husband, father and 4th generation San Fernando Resident. David attended local San Fernando Schools, including San Fernando Elementary, Gridley Elementary and San Fernando High School. After graduating from UCLA, David began his career as a public school teacher. He has over a decade of experience in education, currently while serving as a High School Social Science teacher at PUC Triumph Charter School. After several years of working as the schools rep and vice president of the North Hollywood Neighborhood Council, David has had the privilege of serving on the San Fernando Education Commission for the past 2.5 years, working on several important programs supporting educational outcomes in the city of San Fernando.