



# THE CITY OF SAN FERNANDO

## SAN FERNANDO CITY COUNCIL REGULAR MEETING NOTICE AND AGENDA JANUARY 4, 2021 – 6:00 PM

### TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

#### **SPECIAL NOTICE REGARDING COVID-19**

*On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.*

**PUBLIC PARTICIPATION:** Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. Comments submitted via YouTube will not be read into the record. Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, can call the City Clerk’s Department at (818) 898-1204 between 5:00 p.m. and 6:15 p.m. the day of the meeting and leave a call back number. During the public comments of the meeting, the City Clerk will call the person back in the order received, to provide their live comments, limited to three minutes, to the City Council for consideration.

#### **CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin  
Vice Mayor Mary Mendoza  
Councilmember Cindy Montañez  
Councilmember Hector A. Pacheco  
Councilmember Celeste T. Rodriguez

#### **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – January 4, 2021**Page 2 of 6

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**APPROVAL OF AGENDA**

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

**PRESENTATIONS**

- A) PRESENTATION HONORING MR. TINO AND SARAH GALINDO IN RECOGNITION OF THEIR 73<sup>RD</sup> WEDDING ANNIVERSARY  
Mayor Sylvia Ballin

**DECORUM AND ORDER**

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

**PUBLIC STATEMENTS**

Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than 5:00 p.m. the day of the meeting, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment can call the City Clerk's Department at (818) 898-1204 between 5:00 p.m. and 6:15 p.m. the day of the meeting and leave a call back number. During the public comments of the meeting, the City Clerk will call the person back in the order received, to provide their live comments, limited to three minutes, to the City Council for consideration.

**CONSENT CALENDAR**

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



**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – January 4, 2021**Page 3 of 6

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**1) REQUEST TO APPROVE MEETING MINUTES OF:**

- a. MAY 18, 2020 – SPECIAL MEETING**
- b. JUNE 1, 2020 – SPECIAL MEETING**
- c. JUNE 15, 2020 – SPECIAL MEETING**
- d. JULY 6, 2020 – SPECIAL MEETING**
- e. JULY 20, 2020 – SPECIAL MEETING**

**2) CONSIDERATION TO ADOPT RESOLUTION NOS. 20-122 AND 21-011 APPROVING THE WARRANT REGISTERS OF DECEMBER 21, 2020 AND JANUARY 4, 2021, RESPECTIVELY**

Recommend that the City Council:

- a. Adopt Resolution No. 20-122 approving the Warrant Register dated December 21, 2020; and
- b. Adopt Resolution No. 21-011 approving the Warrant Register dated January 4, 2021.

**3) CONSIDERATION TO APPROVE A CONTRACT EXTENSION WITH MICHAEL BAKER INTERNATIONAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION SERVICES**

Recommend that the City Council:

- a. Waive formal bidding requirements and approve an amendment to extend Contract No. 1799 with Michael Baker International to provide Community Development Block Grant (CDBG) Administration and Labor Compliance Services for an amount not-to-exceed \$31,000 through September 30, 2021; and
- b. Authorize the City Manager to make non-substantive changes and execute the Amendment (Contract No. 1799(e)).

**4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH UTILITY SYSTEMS SCIENCE AND SOFTWARE, INC., FOR WASTEWATER FLOW MONITORING AND SAMPLE SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1973) with Utility Systems Science and Software, Inc. (US3) in an amount not-to-exceed \$56,400 for Wastewater Flow Monitoring and Sampling Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – January 4, 2021**Page 4 of 6

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**ADMINISTRATIVE REPORTS****5) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS**

Recommend that the City Council receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

**6) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TOOLE DESIGN LLC TO DEVELOP A SAFE AND ACTIVE STREETS IMPLEMENTATION PLAN**

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Agreement) (Contract No. 1975) with Toole Design LLC in an amount not-to-exceed \$79,290 for transportation planning and design services to develop a Safe and Active Streets Implementation Plan for the City of San Fernando; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

**7) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO MOORE IACOFANO GOLTSMAN, INC., FOR THE DESIGN OF THE LAYNE PARK REVITALIZATION PROJECT**

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1974) with Moore Iacofano Goltsman, Inc. (MIG) in an amount not-to-exceed \$189,804, to provide design services for the Layne Park Revitalization Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – January 4, 2021**Page 5 of 6

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**8) CONSIDERATION TO APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC COMMITTEES, AND REQUEST FOR DIRECTION REGARDING APPOINTMENTS TO CITY COMMISSIONS**

Recommend that the City Council:

- a. Approve the proposed City Council Liaison and Ad Hoc Committee assignments; and
- b. Review and provide direction to staff regarding Councilmember appointments to City Commissions.

**9) DISCUSSION REGARDING THE TESLA SUPERCHARGER AGREEMENT**

This item was placed on the agenda by Councilmember Cindy Montañez.

Recommend that the City Council discuss the Tesla Supercharger Agreement, Contract No. 1960.

**10) CONSIDERATION TO APPROVE A PARTNERSHIP WITH THE EAST LOS ANGELES COLLEGE FOUNDATION AND CALIFORNIA STUDENT AID COMMISSION TO PROMOTE THE “SECOND ANNUAL CALSOAP LA COLLEGE AND CAREER EXPO” THROUGH THE CITY’S SOCIAL MEDIA, AND APPROVE USE OF THE CITY SEAL**

This item was placed on the agenda by Vice Mayor Mendoza.

Recommend that the City Council:

- a. Discuss and approve a one-time partnership with the East Los Angeles College Foundation and California Student Aid Commission to promote the “Second Annual California Student Opportunity and Access Program (CALSOAP) LA College and Career Expo”; and
- b. Approve the use of the City Seal to allow CALSOAP LA to use the City name and City Seal on event promotional materials; and
- c. Approve providing promotional information related to the event through the City’s Website and Social Media outlets.

**SAN FERNANDO CITY COUNCIL****Regular Meeting Notice and Agenda – January 4, 2021**

Page 6 of 6

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

The City Council will adjourn to its next regular meeting on January 19, 2021.

*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.*

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*Julia Fritz, CMC*

*City Clerk*

*Signed and Posted: December 31, 2020 (3:00 p.m.)*

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

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 18, 2020 – 4:30 P.M.  
SPECIAL MEETING**

Teleconference Per Governor's Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:31 p.m.

Present:

Council: Mayor Joel Fajardo and Councilmembers Sylvia Ballin and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Julia Fritz

Absent: Vice Mayor Hector A. Pacheco and Councilmember Robert C. Gonzales

**APPROVAL OF AGENDA**

It was noted that Vice Mayor Pacheco joined the meeting.

Motion by Mayor Fajardo, seconded by Councilmember Mendoza, to approve the agenda. The motion carried with the following vote:

AYES:	Fajardo, Pacheco, Ballin, Mendoza – 4
NOES:	None
ABSENT:	Gonzales – 1
ABSTAIN:	None

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (4:33 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

It was noted that Councilmember Gonzales joined the meeting.

**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

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – May 18, 2020**

**Page 2**

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

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

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: City owned parcels at Assessor Identification Numbers:  
2521-031-901, 902, & 903  
City Negotiator: City Manager Nick Kimball, Lead Negotiator  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Vanessa Delgado, President, Azure Development  
Under Negotiation: Price and Terms of Payment as it relates to Leasing or Sale of Real  
Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

G.C. §54956.8

Property: 13441 Foothill Blvd., Sylmar, City of Los Angeles  
Agency Negotiator: City Manager Nick Kimball, Lead Negotiator  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Brian Board and Christina Garay of Rodeo Realty on behalf of  
Richard C. Patterson, as to an undivided 50% interest in the subject  
property and David M. Kull and Ronna Kull, Trustees of the David and  
Ronna Kull Trust dated March 30, 2007, as to an undivided 50% interest  
in the subject property  
Under Discussion: Price and Terms of Payment as relates to Option to Purchase  
Agreement

**REPORT OUT FROM CLOSED SESSION (5:42 P.M. )**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

**ADJOURNMENT (5:44 P.M.)**

Motion by Mayor Fajardo, seconded by Vice Chair Pacheco, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of May 18, 2020, meeting as approved by the San Fernando City Council.*

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Julia Fritz  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JUNE 1, 2020 – 4:30 P.M.  
SPECIAL MEETING**

Teleconference Per Governor's Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:30 p.m.

Present:

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda. The motion carried with the following vote:

AYES:	Fajardo, Pacheco, Ballin, Gonzales, and Mendoza – 5
NOES:	None
ABSENT:	None
ABSTAIN:	None

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (4:33 P.M.)**

By consensus, Councilmembers recessed 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

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

All Unrepresented Employees

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – June 1, 2020**

**Page 2**

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
PURSUANT TO GOVERNMENT CODE SECTION §54956.8:**

Property: City owned parcels at Assessor Identification  
Numbers: 2521-031-901, 902, & 903  
City Negotiator: City Manager Nick Kimball, Lead Negotiator  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Vanessa Delgado, President, Azure Development  
Under Negotiation: Price and Terms of Payment as it relates to Leasing  
or Sale of Real Property

**C) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
PURSUANT TO GOVERNMENT CODE SECTION §54956.9(d)(2):**

One (1) Matter

**D) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
PURSUANT TO GOVERNMENT CODE SECTION §54956.9(D)(2) AND §54956.9(E)(1):**

One (1) Matter

**REPORT OUT FROM CLOSED SESSION (5:47 P.M.)**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session for items A, B and D. With regard to Item C, the City Council voted to authorize the initiation of litigation against a public entity in collaboration with another city, subject to a \$5,000 expenditure cap, and contingent upon approval of co-plaintiff with the following vote:

AYES: Fajardo, Ballin, Gonzales, and Mendoza – 4  
NOES: Pacheco – 1  
ABSENT: None  
ABSTAIN: None

**ADJOURNMENT (5:50 P.M.)**

Motion by Mayor Fajardo, seconded by Councilmember Mendoza, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of June 1, 2020, meeting as approved by the San Fernando City Council.*

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*Julia Fritz  
City Clerk*



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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JUNE 15, 2020 – 4:30 P.M.  
SPECIAL MEETING**

Teleconference Per Governor's Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:33 p.m.

Present:

Council: Mayor Joel Fajardo, and Councilmembers Sylvia Ballin, Robert C. Gonzales and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Julia Fritz

Absent: Vice Mayor Hector A. Pacheco

**APPROVAL OF AGENDA**

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda. The motion carried with the following vote:

AYES: Fajardo, Ballin, Gonzales, and Mendoza – 4  
NOES: None  
ABSENT: Pacheco – 1  
ABSTAIN: None

**PUBLIC STATEMENTS**

None

**RECESS TO CLOSED SESSION (4:36 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

It was noted that Vice Mayor Pacheco joined the meeting.

**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 CITY COUNCIL  
SPECIAL MEETING MINUTES – June 15, 2020**

**Page 2**

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

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
PURSUANT TO GOVERNMENT CODE SECTION §54956.8:**

Property:	City owned parcels at Assessor Identification Numbers: 2521-031-901, 902, & 903
City Negotiator:	City Manager Nick Kimball, Lead Negotiator City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Vanessa Delgado, President, Azure Development
Under Negotiation:	Price and Terms of Payment as it relates to Leasing or Sale of Real Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
PURSUANT TO G.C. §54956.8:**

Property:	543, 553, and 563 Glenoaks Boulevard, City of San Fernando
Agency Negotiators:	City Manager Nick Kimball, Lead Negotiator City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Neil Haltrecht, Robertson Properties Group
Under Negotiation:	Price and Terms as it Relates to Proposed Development Agreement

**D) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
PURSUANT TO G.C. §54956.9(d)(2):**

One (1) Matter

**REPORT OUT FROM CLOSED SESSION (5:54 P.M.)**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

**ADJOURNMENT (5:56 P.M.)**

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of June 15, 2020, meeting as approved by the San Fernando City Council.*

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*Julia Fritz  
City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JULY 6, 2020 – 4:30 P.M.  
SPECIAL MEETING**

Teleconference Per Governor's Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:31 p.m.

Present:

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and City Clerk Julia Fritz

Absent: Councilmember Robert C. Gonzales

**APPROVAL OF AGENDA**

Motion by Mayor Fajardo, seconded by Councilmember Mendoza, to approve the agenda. The motion carried with the following vote:

It was noted that Councilmember Gonzales joined the meeting.

AYES:	Fajardo, Pacheco Ballin, Gonzales, and Mendoza – 5
NOES:	None
ABSENT:	None
ABSTAIN:	None

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (4:33 P.M.)**

By consensus, Councilmembers recessed 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 CITY COUNCIL  
SPECIAL MEETING MINUTES – July 6, 2020**

**Page 2**

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

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**PURSUANT TO GOVERNMENT CODE SECTION §54956.8:**

Property: City owned parcels at Assessor Identification  
Numbers: 2521-031-901, 902, & 903  
City Negotiator: City Manager Nick Kimball, Lead Negotiator  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Vanessa Delgado, President, Azure Development  
Under Negotiation: Price and Terms of Payment as it relates to Leasing  
or Sale of Real Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**PURSUANT TO G.C. §54956.8:**

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando  
Agency Negotiators: City Manager Nick Kimball, Lead Negotiator  
City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla  
Negotiating Parties: Neil Haltrecht, Robertson Properties Group  
Under Negotiation: Price and Terms as it Relates to Proposed Development  
Agreement

**D) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION**

**PURSUANT TO G.C. §54956.9(d)(2):**

One (1) Matter

**E) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

**PURSUANT TO G.C. §54956.9(d)(2) AND G.C. §54956.9(e)(1):**

One (1) Matter

**REPORT OUT FROM CLOSED SESSION (9:32 P.M. )**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session for items A, B, C and D. With regard to Item E, the City Council by a vote of 4 to 1 authorized the engagement of Steven Larson Law firm on terms to be stated in an engagement agreement for the purpose of representing the city and former member of city staff in connection with a potential matter of litigation.



**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – July 6, 2020  
Page 3**

**ADJOURNMENT (9:33 P.M.)**

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of July 6, 2020, meeting as approved by the San Fernando City Council.*

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*Julia Fritz  
City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JULY 20, 2020 – 4:30 P.M.  
SPECIAL MEETING**

Teleconference Per Governor's Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 4:32 p.m.

Present:

Council: Mayor Joel Fajardo and Councilmembers Sylvia Ballin, Robert C. Gonzales, and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Deputy City Manager/Director of Community Development Tim Hou and City Clerk Julia Fritz

Absent: Vice Mayor Hector A. Pacheco

**APPROVAL OF AGENDA**

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda. The motion carried with the following vote:

AYES: Fajardo, Ballin, Gonzales, Mendoza – 4  
NOES: None  
ABSENT: Pacheco – 1  
ABSTAIN: None

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (4:34 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

**A) CONFERENCE WITH LABOR NEGOTIATOR  
PURSUANT TO 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:

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – July 20, 2020**

**Page 2**

San Fernando Management Group (SEIU, Local 721)  
 San Fernando Public Employees' Association (SEIU, Local 721)  
 San Fernando Police Officers Association  
 San Fernando Police Officers Association Police Management Unit  
 San Fernando Police Civilian Association  
 San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)  
 All Unrepresented Employees

**B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
PURSUANT TO G.C. §54956.8:**

Property: City owned parcels at Assessor Identification  
 Numbers: 2521-031-901, 902, & 903

City Negotiators: City Manager Nick Kimball, Lead Negotiator  
 City Attorney Rick Olivarez  
 Assistant City Attorney Richard Padilla

Negotiating Parties: Vanessa Delgado, President, Azure Development

Under Negotiation: Price and Terms of Payment as it relates to Leasing or Sale  
 of Real Property

**C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
PURSUANT TO G.C. §54956.8:**

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando

Agency Negotiators: City Manager Nick Kimball, Lead Negotiator  
 City Attorney Rick Olivarez  
 Assistant City Attorney Richard Padilla

Negotiating Parties: Neil Haltrecht, Robertson Properties Group

Under Negotiation: Price and Terms as it Relates to Proposed Development Agreement

**D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
PURSUANT TO G.C. §54956.8:**

Property: City owned parcels at Assessor Parcel Numbers 2521-034-901 &  
 2522-004-904 City of San Fernando

Agency Negotiators: City Manager Nick Kimball  
 Director of Community Development Timothy Hou  
 City Attorney Rick Olivarez  
 Assistant City Attorney Richard Padilla

Negotiating Parties: Pike Hughes, Program Manager, Business Development –  
 Charging Infrastructure, North America Tesla, Inc.

Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real  
 Property

It was noted that Vice Mayor Hector A. Pacheco joined the meeting.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – July 20, 2020**

**Page 3**

**E) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION  
PURSUANT TO G.C. §54956.9(d)(2):**

One (1) Matter

**F) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
PURSUANT TO G.C. §54956.9(d)(2) AND G.C. §54956.9(e)(1):**

One (1) Matter

**REPORT OUT FROM CLOSED SESSION (5:25 P.M. )**

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

**ADJOURNMENT (5:27 P.M.)**

Motion by Mayor Fajardo, seconded by Councilmember Mendoza, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of July 20, 2020, meeting as approved by the San Fernando City Council.*

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*Julia Fritz  
City Clerk*

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# SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** January 4, 2021

**Subject:** Consideration to Adopt Resolution Nos. 20-122 and 21-011 Approving the Warrant Registers of December 21, 2020 and January 4, 2021, Respectively

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 20-122 (Attachment "A") approving the Warrant Register dated December 21, 2020; and
- b. Adopt Resolution No. 21-011 (Attachment "B") approving the Warrant Register dated January 4, 2021.

### 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.

**Consideration to Adopt Resolution Nos. 20-122 and 21-011 Approving the Warrant Registers of December 21, 2020 and January 4, 2021, Respectively**Page 2 of 6

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There are two Warrant Registers attached due to the lack of a formal City Council meeting on December 21, 2020. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrant is attached to this report (Attachments "C" & "D").

**ATTACHMENTS:**

- A. Resolution No. 20-122
- B. Resolution No. 21-011
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (December 21, 2020)

**ATTACHMENT “A”****RESOLUTION NO. 20-122****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 20-122****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY  
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

**PASSED, APPROVED, AND ADOPTED** this 4<sup>th</sup> day of January 2021.

---

Sylvia Ballin, Mayor

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 20-122 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 4<sup>th</sup> day of January, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of January 2021.

---

Julia Fritz, City Clerk

**ATTACHMENT “B”****RESOLUTION NO. 21-011****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 21-011****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY  
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

**PASSED, APPROVED, AND ADOPTED** this 4<sup>th</sup> day of January 2021.

---

Sylvia Ballin, Mayor

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 21-011 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 4<sup>th</sup> day of January, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of January 2021.

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Julia Fritz, City Clerk



vchlist

12/17/2020 1:09:44PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221153	12/21/2020	891587 ABLE MAILING INC.	32919		MAILING AND FULFILLMENT SERVICES	
				12220	072-360-0000-4300	78.78
				12220	070-382-0000-4300	78.77
			32920		WATER ENV STORAGE FEE-NOV 2020	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					<b>Total :</b>	<b>182.55</b>
221154	12/21/2020	100066 ADS ENVIRONMENTAL SERVICES, INC	22524.52-1120		SEVEN ADS D-SITE OVERFLOW MONIT	
				12209	072-360-0000-4260	1,113.00
					<b>Total :</b>	<b>1,113.00</b>
221155	12/21/2020	888356 ADVANCED AUTO REPAIR	1468		VEHICLE MAINT., REPAIRS AND MINOR	
				12284	041-320-0311-4400	1,098.09
					<b>Total :</b>	<b>1,098.09</b>
221156	12/21/2020	887377 AKEMON, DOLORES	DEC 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221157	12/21/2020	100143 ALONSO, SERGIO	NOV 2020		MARIACHI MASTER APPRENTICE PROI	
				12328	108-424-3657-4260	2,660.00
					<b>Total :</b>	<b>2,660.00</b>
221158	12/21/2020	893722 AMPM GLASS & BOARD UP	1076		WINDOW REPAIR @ RUDY ORTEGA PA	
					043-390-0000-4330	342.00
					<b>Total :</b>	<b>342.00</b>
221159	12/21/2020	100188 ANDY GUMP INC.	INV765731		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-3689-4260	239.67
			INV767670		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	330.34
			INV767671		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	211.24
			INV767672		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	330.44

Page: 1

vchlist

12/17/2020 1:09:44PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221159	12/21/2020	100188 ANDY GUMP INC.	(Continued) INV770561		PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-3689-4260	117.00
					<b>Total :</b>	<b>1,228.69</b>
221160	12/21/2020	893441 ARAMARK REFRESHMENT SERVICES	10736685		EMPLOYEE BREAKROOM SUPPLIES	
				12319	001-222-0000-4300	63.67
					<b>Total :</b>	<b>63.67</b>
221161	12/21/2020	888321 ARRIZON, FRANCISCO	DEC 2020		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221162	12/21/2020	100222 ARROYO BUILDING MATERIALS, INC	251927		HARDWARE SUPPLIES & U-CARTS OF	
				12306	001-311-0000-4300	203.28
			251931		HARDWARE SUPPLIES & U-CARTS OF	
				12306	001-311-0000-4300	203.28
					<b>Total :</b>	<b>406.56</b>
221163	12/21/2020	893176 AUTOZONE STORE 5681	5681804585		VEHICLE MAINT-PD0701	
					041-320-0225-4400	47.17
					<b>Total :</b>	<b>47.17</b>
221164	12/21/2020	893056 AVENU MUNISERVICES	INV06-010447		CAFR REPORT	
					001-130-0000-4270	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
221165	12/21/2020	890546 BARAJAS, CRYSTAL	NOV 2020		MARIACHI MASTER APPRENTICE PROI	
				12334	109-424-3692-4260	240.00
					<b>Total :</b>	<b>240.00</b>
221166	12/21/2020	892426 BEARCOM	5118831		DEC-RADIO COMM SYST & WIRELESS	
				12235	001-135-0000-4260	7,610.41
					<b>Total :</b>	<b>7,610.41</b>
221167	12/21/2020	892824 BLACK & WHITE	3590		VEHICLE MAINT - PD0701	
					041-320-0225-4400	102.50

Page: 2

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221167	12/21/2020	892824 892824 BLACK & WHITE	(Continued)		Total :	102.50
221168	12/21/2020	892865 BLUE360 MEDIA LLC	INV-201008-SF-06276		CA. 2021 PENAL CODE BOOKS (7)	373.07
			INV-201008-SF-06340		001-222-0000-4300	340.34
					CA. VEHICLE CODE HANDBOOKS (7)	713.41
					001-222-0000-4300	
221169	12/21/2020	100405 BONANZA CONCRETE, INC.	71372		SIDEWALK REPAIR-541 N MACLAY	897.60
					001-311-0000-4300	897.60
221170	12/21/2020	892389 BRITE STAR LIGHTING	3292	12356	INSTALLATION OF CHRISTMAS DECOR	5,340.00
					001-190-0000-4267	5,340.00
221171	12/21/2020	888800 BUSINESS CARD	110120		NOV-2020-(1) MONTH 200 OUTLOOK 36	1,582.00
			110120		001-135-0000-4260	332.99
			111220		MAGAZINE RACK	652.00
			111220		001-422-0000-4300	34.91
			111220		5K MEDALS	55.96
			111320		017-420-1395-4300	10.99
			111320-1		RETIREMENT MUGS	60.45
			111320-2		001-105-0000-4300	109.98
			111420-1		SHELF FOR FRONT LOBBY @ LP PARK	52.77
			111420-2		001-422-0000-4300	91.29
			111520		ELECTRONICS PROTECTION PLAN	
			111620		001-422-0000-4300	
					CLEANING SUPPLIES	
					001-420-0000-4300	
					FRAMES FOR LP LOBBY	
					001-422-0000-4300	
					KIDS EXPLORATION PRIZES	
					004-2346	
					INTERCOM MICROPHONE	
					001-422-0000-4300	
					WEBSITE DOMAIN RENEW-NOV 2020	

Page: 3

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221171	12/21/2020	888800 BUSINESS CARD	(Continued)		001-135-0000-4260	5.00
			111620		LP LOBBY CHAIRS	432.06
			111720		001-422-0000-4300	12.69
			111820		POWER STRIP	59.22
			111820-1	12360	001-422-0000-4300	2,033.90
			111820-2	12360	RETIREMENT FRAMES	1,644.23
			111920	12317	001-105-0000-4300	3,325.43
			111920-1	12360	COVID-19 - CDBG-CV RESIDENTIAL FO	1,431.30
			111920-2	12360	026-422-0336-4300	36.70
			112020		COVID-19 - CDBG-CV RESIDENTIAL FO	-1.00
			112320		026-422-0336-4300	110.00
			112320-1		SAN FERNANDO RESIDENTIAL FOOD F	445.00
			112320-2		026-422-0336-4300	150.00
			112820		COVID-19 - CDBG-CV RESIDENTIAL FO	9.00
			113020		026-422-0336-4300	118.78
					FINANCE CHARGE ADJUSTMENT	12,795.65
					001-190-0000-4435	
					MEMBERSHIP RENEWAL	
					001-130-0000-4380	
					BUDGET AWARD APP FEE	
					001-130-0000-4380	
					ANNUAL MEMBERSHIP DUES	
					001-130-0000-4300	
					AUDIO SUBSCRIPTION DUES	
					001-105-0000-4270	
					FINANCE CHARGES-NOV	
					001-190-0000-4435	
221172	12/21/2020	888800 BUSINESS CARD	112720		TRAILER TV - COVID19	192.14
			120220		001-222-3689-4300	1,274.00
			120420		CAR WASH TICKETS	
					001-222-0000-4320	
					ELECTRICAL TYPEWRITER REPAIR FEE	

Page: 4

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221172	12/21/2020	888800 BUSINESS CARD	(Continued)			
			120420		001-222-0000-4300 EMPLOYEE BREAK ROOM SUPPLIES 8 001-222-0000-4300	50.00 440.10
					<b>Total :</b>	<b>1,956.24</b>
221173	12/21/2020	887810 CALGROVE RENTALS, INC.	129358-1		SUCTION PUMP RENTAL 070-383-0000-4260	154.79
					<b>Total :</b>	<b>154.79</b>
221174	12/21/2020	100559 CALIFORNIA PEACE OFFICERS'	257290		REGISTRATION-WEBINAR LEGISLATIV 001-222-0000-4360	95.00
					<b>Total :</b>	<b>95.00</b>
221175	12/21/2020	887387 CCUG	FY 2021		2021 MEMBERSHIP DUES 001-222-0000-4380	125.00
					<b>Total :</b>	<b>125.00</b>
221176	12/21/2020	893177 CELL ENERGY	IN0008130	12249	VEHICLE BATTERIES INCLUDING DELI 041-1215	536.03
					<b>Total :</b>	<b>536.03</b>
221177	12/21/2020	103029 CITY OF SAN FERNANDO	3066-3104		REIMBURSEMENT TO WORKERS COM 006-1038	16,805.23
					<b>Total :</b>	<b>16,805.23</b>
221178	12/21/2020	890893 CITY OF SAN FERNANDO	DEC 2020		VARIOUS CITY PROPERTY UTILITY BIL 043-390-0000-4210	18,205.28
					<b>Total :</b>	<b>18,205.28</b>
221179	12/21/2020	890893 CITY OF SAN FERNANDO	NOV 2021		COMMISSIONER'S STIPEND DONATIO 001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221180	12/21/2020	892480 CLEAN ENERGY	CEW12339430		CNG STATION MAINT 074-320-0000-4400	216.00
			CEW12340160		CNG STATION MAINT 074-320-0000-4400	418.50

Page: 5

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221180	12/21/2020	892480 CLEAN ENERGY	(Continued)			
			CEW12340161		CNG STATION MAINT 074-320-0000-4400	572.11
					<b>Total :</b>	<b>1,206.61</b>
221181	12/21/2020	892687 CORE & MAIN LP	N340350	12243	PW MAINTENANCE, REPAIRS & SUPPL 070-385-0701-4600	504.91
			N349663	12243	PW MAINTENANCE, REPAIRS & SUPPL 070-383-0301-4300	1,491.60
			N351604	12243	PW MAINTENANCE, REPAIRS & SUPPL 070-383-0301-4300	338.88
					<b>Total :</b>	<b>2,335.39</b>
221182	12/21/2020	890896 COUNTY OF LOS ANGELES	REFUND		CENSUS 2020 EDUCATION & OUTREA 110-3640-3672	2,090.59
					<b>Total :</b>	<b>2,090.59</b>
221183	12/21/2020	100499 CPCA	2021		2021 MEMBERSHIP DUES 001-222-0000-4380	500.00
					<b>Total :</b>	<b>500.00</b>
221184	12/21/2020	100491 CPS HR CONSULTING	SOP51651		TESTING MAT'LS FOR PROP CONTROL 001-106-0000-4270	1,020.00
					<b>Total :</b>	<b>1,020.00</b>
221185	12/21/2020	887121 DELL MARKETING L.P.	10446877023	12347	REPLACEMENT COMPUTER FOR SGT 001-222-0000-4300 001-222-0000-4300	1,046.79 99.10
					<b>Total :</b>	<b>1,145.89</b>
221186	12/21/2020	890090 DEPARTMENT OF INDUSTRIAL	OSIP 67902		ASSESSMENT-07/01/20-06/30/21 006-190-0000-4240	12,998.36
					<b>Total :</b>	<b>12,998.36</b>
221187	12/21/2020	890401 ENVIROGEN TECHNOLOGIES INC	0012243-IN	12244	NOV-ION-EXCHANGE NITRATE TREATM 070-384-0857-4260	7,796.80
					<b>Total :</b>	<b>7,796.80</b>

Page: 6

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221188	12/21/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0542355		FULL-SERVICE ENVIRONMENTAL DRIN	
			L0542784	12245	070-384-0000-4260	150.00
			L0542802	12245	FULL-SERVICE ENVIRONMENTAL DRIN	
			L0542803	12245	070-384-0000-4260	150.00
			L0542804	12245	FULL-SERVICE ENVIRONMENTAL DRIN	
			L0543035	12245	070-384-0000-4260	144.00
			L0543852	12245	FULL-SERVICE ENVIRONMENTAL DRIN	
			L0544039	12245	070-384-0000-4260	364.00
			L0544040	12245	FULL-SERVICE ENVIRONMENTAL DRIN	
			L0544244	12245	070-384-0000-4260	152.00
			L0544245	12245	FULL-SERVICE ENVIRONMENTAL DRIN	
			L0544685	12245	070-384-0000-4260	150.00
					FULL-SERVICE ENVIRONMENTAL DRIN	
					070-384-0000-4260	150.00
					FULL-SERVICE ENVIRONMENTAL DRIN	
					070-384-0000-4260	144.00
					FULL-SERVICE ENVIRONMENTAL DRIN	
					070-384-0000-4260	150.00
					FULL-SERVICE ENVIRONMENTAL DRIN	
					070-384-0000-4260	150.00
					FULL-SERVICE ENVIRONMENTAL DRIN	
					070-384-0000-4260	152.00
					FULL-SERVICE ENVIRONMENTAL DRIN	
					070-384-0000-4260	144.00
					<b>Total :</b>	<b>2,000.00</b>
221189	12/21/2020	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
			209-150-5250-081292		001-222-0000-4220	573.47
			209-150-5251-040172		RADIO REPEATER-POLICE	
			209-151-4939-102990		001-222-0000-4220	45.90
			209-151-4941-102990		MWD METER (P.W.)	
			209-151-4943-081292		070-384-0000-4220	45.90
					MUSIC CHANNEL	
					001-190-0000-4220	41.77
					POLICE PAGING	
					001-222-0000-4220	51.13
					RADIO REPEATER (POLICE)	

Page: 7

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221189	12/21/2020	892198 FRONTIER COMMUNICATIONS	(Continued)		001-222-0000-4220	45.90
			209-188-4361-031792		RCS PHONE LINES	
			209-188-4362-031792		001-420-0000-4220	121.43
			209-188-4363-031892		PD MAJOR PHONE LINES	
					001-222-0000-4220	622.90
					VARIOUS PHONE LINES	
					001-190-0000-4220	85.86
					070-384-0000-4220	284.67
					001-420-0000-4220	281.88
			818-361-0901-051499		SEWER FLOW MONITORING	
			818-361-3958-091407		072-360-0000-4220	65.23
					CNG STATION	
					074-320-0000-4220	52.38
			818-361-6728-080105		ENGINEERING FAX LINE	
			818-365-5097-120298		001-310-0000-4220	38.52
			818-837-1509-032207		POLICE NARCOTICS VAULT	
			818-837-2296-031315		001-222-0000-4220	38.21
			818-838-1841-112596		PUBLIC WORKS PHONE LINES	
			818-838-4969-021803		001-190-0000-4220	29.47
					VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	394.53
					ENGINEERING FAX MODEM	
					001-310-0000-4220	39.43
					POLICE DEPT ALARM PANEL	
					001-222-0000-4220	115.63
					<b>Total :</b>	<b>2,974.21</b>
221190	12/21/2020	892550 GOVEA, DAVID	NOV 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221191	12/21/2020	101376 GRAINGER, INC.	9708218194		MISC. BUILDING AND ELECTRICAL SUF	
			9709915160	12261	043-390-0000-4300	227.03
			9717803366	12261	MISC. BUILDING AND ELECTRICAL SUF	
					043-390-0000-4300	164.34
					MISC. BUILDING AND ELECTRICAL SUF	

Page: 8

vchlist

12/17/2020

1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221191	12/21/2020	101376 GRAINGER, INC.	(Continued)			
			9718331037	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	-227.03
			9718834170	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	227.03
			9722876654	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	36.83
			9724549713	12261	043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF	-113.52
				12261	043-390-0000-4300	37.28
					<b>Total :</b>	<b>351.96</b>
221192	12/21/2020	101434 GUZMAN, JESUS ALBERTO	NOV 2020			
				12336	MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260	2,000.00
					<b>Total :</b>	<b>2,000.00</b>
221193	12/21/2020	101436 HACH COMPANY	12203678			
					NITRATE SAMPLING PILLOWS 070-383-0000-4260	144.64
					<b>Total :</b>	<b>144.64</b>
221194	12/21/2020	888647 HDL SOFTWARE, LLC	SIN005017			
				12269	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4270	2,690.60
					<b>Total :</b>	<b>2,690.60</b>
221195	12/21/2020	891570 INNOVATIVE TELECOM. SYSTEMS	2849			
			2854		INSTALL & PROGRAMMING OF NEW PH 001-222-0000-4220	307.11
					TELEPHONE EQUIP MAINT - JAN 2020 001-190-0000-4220	395.00
					<b>Total :</b>	<b>702.11</b>
221196	12/21/2020	892682 IPS GROUP, INC.	INV54495			
			INV55253	12312	OCT-SMART METER CC TRANSACTION 001-190-0000-4300	737.52
				12312	NOV-SMART METER CC TRANSACTION 001-190-0000-4300	722.05
					<b>Total :</b>	<b>1,459.57</b>
221197	12/21/2020	891777 IRRIGATION EXPRESS	15204421-00			
					IRRIGATION SUPPLIES FOR ALL CITY F	

Page: 9

vchlist

12/17/2020

1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221197	12/21/2020	891777 IRRIGATION EXPRESS	(Continued)			
				12274	043-390-0000-4300	40.06
					<b>Total :</b>	<b>40.06</b>
221198	12/21/2020	889320 IWATER, INC.	8927			
					ANNUAL MAINT SUUPORT 070-383-0000-4270	2,200.00
					<b>Total :</b>	<b>2,200.00</b>
221199	12/21/2020	887952 J. Z. LAWNMOWER SHOP	26309			
			26502	12281	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	50.22
				12281	SMALL EQUIP. REPAIR (LAWNMOWERS 001-311-0000-4300	95.02
					<b>Total :</b>	<b>145.24</b>
221200	12/21/2020	889680 JIMENEZ LOPEZ, JUAN MANUEL	NOV 2020			
				12337	MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260	720.00
					<b>Total :</b>	<b>720.00</b>
221201	12/21/2020	892614 JWA URBAN CONSULTANTS, INC	SF 2020-01			
				12352	RHNA HOUSING APPEAL CONSULTANT 001-150-0000-4270	4,000.00
					<b>Total :</b>	<b>4,000.00</b>
221202	12/21/2020	893549 KOA CORPORATION	JC06021-8			
				12202	CONSTRUCTION MGMT & INSPECTION 015-311-6673-4600	2,099.79
			JC06021-9	12202	008-311-6673-4600	31,357.57
				12202	CONSTRUCTION MGMT & INSPECTION 008-311-6673-4600	17,837.50
					<b>Total :</b>	<b>51,294.86</b>
221203	12/21/2020	892996 KS STATEBANK	29			
				12221	SMART METERS LEASE PAYMENT-JAN 001-190-0000-4405	59.81
				12221	001-190-0000-4428	1,540.44
					<b>Total :</b>	<b>1,600.25</b>
221204	12/21/2020	893218 LAZARO, ERNESTO	NOV 2020			
				12338	MARIACHI MASTER APPRENTICE PRO 108-424-3657-4260	720.00
					<b>Total :</b>	<b>720.00</b>

Page: 10

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221205	12/21/2020	101920 LIEBERT CASSIDY WHITMORE	13428		2021 LEGISLATIVE UPDATE-PUBLIC AG	
			1505724		001-106-0000-4360	75.00
			1505725		LEGAL SERVICES	
			1505726		001-112-0000-4270	792.00
			1505727		LEGAL SERVICES	
			1505728		001-112-0000-4270	3,380.00
			1509460		LEGAL SERVICES	
			1509461		001-112-0000-4270	1,044.00
			1509462		LEGAL SERVICES	
			1509463		001-112-0000-4270	1,305.00
					001-112-0000-4270	2,035.00
					001-112-0000-4270	1,073.00
					001-112-0000-4270	290.00
					001-112-0000-4270	116.00
					001-112-0000-4270	5,217.00
					<b>Total :</b>	<b>15,327.00</b>
221206	12/21/2020	893403 LLAMAS, SUZANNE	NOV 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221207	12/21/2020	892477 LOWES	1417		ICE MACHINE REPAIR	
			1493		043-390-0000-4300	29.63
					RODENT BAIT	
					043-390-0000-4300	123.78
					<b>Total :</b>	<b>153.41</b>
221208	12/21/2020	102051 M & M LANDSCAPE	7131	12353	LANDSCAPE MAINT. AT ALL WELL SITE	
			7132	12353	070-384-0000-4260	1,600.00
			7133		LANDSCAPE MAINT. AT ALL WELL SITE	
					070-384-0000-4260	1,600.00
					LANDSCAPE MAINT. AT ALL WELL SITE	

Page: 11

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221208	12/21/2020	102051 M & M LANDSCAPE	(Continued)			
			7134	12353	070-384-0000-4260	1,600.00
			7135	12353	LANDSCAPE MAINT. AT ALL WELL SITE	
				12353	070-384-0000-4260	750.00
					LANDSCAPE MAINT. AT ALL WELL SITE	
					070-384-0000-4260	1,600.00
					<b>Total :</b>	<b>7,150.00</b>
221209	12/21/2020	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	35.71
					<b>Total :</b>	<b>35.71</b>
221210	12/21/2020	893200 MCKESSON MEDICAL-SURGICAL	17094626		INMATE SUPPLIES	
			17094956		001-225-0000-4350	54.44
					INMATE SUPPLIES	
					001-225-0000-4350	40.67
					<b>Total :</b>	<b>95.11</b>
221211	12/21/2020	892140 MICHAEL BAKER	11018956		CDBG ADMINISTRATIVE & LABOR COM	
				11886	026-311-0182-4260	1,440.00
				11886	026-420-0329-4260	180.00
				11886	026-422-0336-4260	180.00
					<b>Total :</b>	<b>1,800.00</b>
221212	12/21/2020	102226 MISSION LINEN SUPPLY	513366611		LAUNDRY SERVICE FOR PD	
			513746898	12324	001-222-3689-4300	402.60
			513777063	12324	LAUNDRY SERVICE FOR PD	
			513797204	12324	001-225-0000-4350	90.16
			513805427	12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	93.94
					LAUNDRY SERVICE FOR PD	
					001-225-0000-4350	103.73
					LAUNDRY SERVICE FOR PD	
					001-222-3689-4300	49.50
					<b>Total :</b>	<b>739.93</b>
221213	12/21/2020	893343 MOHR, NICOLE	DEC 2020		COMMISSIONER'S STIPEND	

Page: 12

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221213	12/21/2020	893343 MOHR, NICOLE	(Continued)			
			NOV 2020		001-310-0000-4111 COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 75.00 75.00
					<b>Total :</b>	<b>150.00</b>
221214	12/21/2020	893050 MORALES-RODRIGUEZ, CRISTAL	NOV 2020	12339	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	240.00 240.00
					<b>Total :</b>	<b>240.00</b>
221215	12/21/2020	893405 NEW HORIZON	35632		LP PHONE SERVICE-DEC 2020 001-420-0000-4220	319.58 319.58
					<b>Total :</b>	<b>319.58</b>
221216	12/21/2020	887422 NORTHERN SAFETY CO., INC.	904218029	12361	COVID-19 CDBG-CV RESIDENTIAL FOC 026-422-0336-4300	893.20 893.20
					<b>Total :</b>	<b>893.20</b>
221217	12/21/2020	102432 OFFICE DEPOT	135039418001		OFFICE SUPPLIES 001-311-0301-4300	70.41
			135348831001		OFFICE SUPPLIES 029-335-0000-4300	102.84
			136707625001		OFFICE SUPPLIES 001-311-0301-4300	70.94
			138253054001		OFFICE SUPPLIES 041-320-0000-4300	55.31
			138303326001		OFFICE SUPPLIES 070-384-0000-4300	112.57
			138726474001		OFFICE SUPPLIES 001-222-0000-4300	52.73
			140096770001		OFFICE SUPPLIES 070-381-0000-4300	400.61
			2447044186		OFFICE SUPPLIES 029-335-0000-4300	195.97
			2449371541		OFFICE SUPPLIES 070-384-0000-4300	65.98
			2449626321		OFFICE SUPPLIES	

Page: 13

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221217	12/21/2020	102432 OFFICE DEPOT	(Continued)			
			2452236596		041-320-0000-4300 OFFICE SUPPLIES 070-381-0000-4300	18.71 63.20 63.20
					<b>Total :</b>	<b>1,209.27</b>
221218	12/21/2020	892572 OLIVAREZ MADRUGA	12901		LEGAL SERVICES 001-110-0000-4270	2,037.00
			12902		LEGAL SERVICES 001-110-3689-4270	588.00
			12903		LEGAL SERVICES 001-110-0000-4270	10,269.00
					<b>Total :</b>	<b>12,894.00</b>
221219	12/21/2020	890095 O'REILLY AUTOMOTIVE STORES INC	4605-395046	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0390-4400	215.04
			4605-395098	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0390-4400	70.38
			4605-395104	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0390-4400	110.39
					<b>Total :</b>	<b>395.81</b>
221220	12/21/2020	892958 PADILLA'S AUTO CENTER	2986		VEHICLE MAINT-PK9826 041-320-0390-4400	315.25 315.25
					<b>Total :</b>	<b>315.25</b>
221221	12/21/2020	102688 PROFESSIONAL PRINTING CENTERS	16507		"SAFE HALLOWEEN" POSTERS 001-105-3689-4300	86.90
			16633	12308	SOCIAL DISTANCING FLOOR STICKER: 026-420-0329-4300	1,925.00 1,925.00
					<b>Total :</b>	<b>2,011.90</b>
221222	12/21/2020	887296 ROBLED0, OLIVIA	NOV 2020		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 75.00
					<b>Total :</b>	<b>75.00</b>
221223	12/21/2020	102929 ROYAL PAPER CORPORATION	5019479		CLEANING SUPPLIES-COVID19	

Page: 14

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221223	12/21/2020	102929 ROYAL PAPER CORPORATION	(Continued)			
			5020886		001-420-3689-4300	614.90
				12363	CDBG-CV PPE FOR BUSINESSES PRO	
			5023041		001-105-3689-4300	118.83
				12363	CDBG-CV PPE FOR BUSINESSES PRO	
					026-420-0329-4300	9,537.00
					<b>Total :</b>	<b>10,270.73</b>
221224	12/21/2020	891253 SAN FERNANDO SMOG TEST ONLY	4266		SMG TEST - E1067118	
			4267		041-320-0000-4450	60.00
					SMOG TEST - E1259561	
			4276		041-320-0000-4450	60.00
					SMOG TEST - E055424	
			4283		041-320-0000-4450	60.00
					SMOG TEST - E1118844	
			4285		041-320-0000-4450	60.00
					SMOG TEST - E051362	
			4299		041-320-0000-4450	60.00
					SMOG TEST - E1249700	
			4302		041-320-0000-4450	60.00
					SMOG TEST - E106068	
			4303		041-320-0000-4450	60.00
					SMOG TEST - E1194738	
					041-320-0000-4450	60.00
					<b>Total :</b>	<b>480.00</b>
221225	12/21/2020	103057 SAN FERNANDO VALLEY SUN	10986		PUBLICATION OF RFP FOR UNDERWR	
			10991		001-115-0000-4230	56.25
					PUBLICATION-ORD NO 1700 (1ST SUMI	
			11004		001-115-0000-4230	84.37
					PUBLICAITON-ORD NO. 1700 (2ND SUM	
					001-115-0000-4230	678.13
					<b>Total :</b>	<b>818.75</b>
221226	12/21/2020	893107 SIEMENS MOBILITY INC	5620023217		ON-CALL TRAFFIC SIGNAL MAINT SER'	
			5620027068	12292	001-371-0301-4300	245.31
					ON-CALL TRAFFIC SIGNAL MAINT SER'	

Page: 15

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221226	12/21/2020	893107 SIEMENS MOBILITY INC	(Continued)			
			5620032733	12292	001-371-0301-4300	565.20
				12292	ON-CALL TRAFFIC SIGNAL MAINT SER'	
			5620032868		001-371-0301-4300	232.50
				12292	ON-CALL TRAFFIC SIGNAL MAINT SER'	
			5620032869		001-371-0301-4300	232.50
				12292	ON-CALL TRAFFIC SIGNAL MAINT SER'	
					001-371-0301-4300	232.50
					<b>Total :</b>	<b>1,508.01</b>
221227	12/21/2020	103184 SMART & FINAL	11204		INMATE SUPPLIES	
			13002		001-225-0000-4350	18.95
					BREAK ROOM SUPPLIES	
			22906		001-222-0000-4300	11.98
					INMATE SUPPLIES	
					001-225-0000-4350	53.01
					<b>Total :</b>	<b>83.94</b>
221228	12/21/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC - 910 FIRST	
			2-02-682-7675		043-390-0000-4210	4,799.16
					ELECTRIC-VARIOUS LOCATIONS	
			2-21-082-3241		043-390-0000-4210	4,331.59
					ELECTRIC - VARIOUS LOCATIONS	
					029-335-0000-4210	6,179.05
					043-390-0000-4210	8,879.69
					070-384-0000-4210	16,202.48
					027-344-0000-4210	7,308.28
			2-33-746-5215		ELECTRIC - 190 PARK	
					027-344-0000-4210	676.13
			2-39-084-2581		ELECTRIC - 1117 2ND	
					043-390-0000-4210	28.67
			2-42-775-4338		ELECTRIC - MACLAY/SF METER FOR M	
					030-341-0000-4210	60.34
					<b>Total :</b>	<b>48,465.39</b>
221229	12/21/2020	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS - CNG STATION	
					074-320-0000-4402	3,461.63

Page: 16



vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221229	12/21/2020	103206 103206 SOUTHERN CALIFORNIA GAS CO.	(Continued)			Total : 3,461.63
221230	12/21/2020	103251 STANLEY PEST CONTROL	305774	12290	PEST EXTERMINATION FOR THE INTE	94.00
			305776	12290	043-390-0000-4330	62.00
			305778	12290	PEST EXTERMINATION FOR THE INTE	135.00
			305779	12290	043-390-0000-4330	55.00
			305780	12290	PEST EXTERMINATION FOR THE INTE	95.00
			305781	12290	043-390-0000-4330	85.00
			305782	12290	PEST EXTERMINATION FOR THE INTE	85.00
					Total : 611.00	
221231	12/21/2020	889149 STAPLES BUSINESS ADVANTAGE	8060483768		BREAK ROOM SUPPLIES	122.14
					001-190-0000-4300	Total : 122.14
221232	12/21/2020	103090 SUSAN SAXE-CLIFFORD, PH.D.	20-1207-6	12309	PSYCH EVALUATIONS	450.00
					001-222-0000-4260	Total : 450.00
221233	12/21/2020	888621 SWRCB	WD-0177953		CITY WATER SYSTEM PERMIT	2,848.00
			WD-0179118		070-381-0000-4450	2,848.00
					WELL #7A PERMIT	2,848.00
					070-381-0000-4450	Total : 5,696.00
221234	12/21/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	1121427		KEY CABINET	131.36
			112520		001-311-0301-4300	14.71
			2741532		FINANCE CHARGES	
					070-384-0000-4300	
					LINE POSTS & TOOLS	

Page: 17

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221234	12/21/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			6973367		001-311-0301-4300	162.03
			6973368		REFUND	-49.50
			8971347		070-384-0000-4300	-49.50
					REFUND	-49.50
					070-384-0000-4300	1,472.93
					SALT-WELL SITE	1,682.03
					070-384-0000-4300	
					Total : 1,682.03	
221235	12/21/2020	890833 THOMSON REUTERS	84306041	12311	DETECTIVE INVESTIGATIVE SOFTWARE	211.82
					001-135-0000-4260	Total : 211.82
221236	12/21/2020	103903 TIME WARNER CABLE	10328120520		CABLE - 12/05-01/04	142.49
			196309112320		001-190-0000-4220	1,299.00
			222204112920		INTERNET SERVICES - 11/23-12/22	130.06
					001-190-0000-4220	1,571.55
					CABLE-PW OPS 11/29-12/28	
					043-390-0000-4260	
					Total : 1,571.55	
221237	12/21/2020	892525 T-MOBILE	958769818		HOTSPOT & TABLET	19.74
					001-152-0000-4220	29.40
					001-420-0000-4220	Total : 49.14
221238	12/21/2020	893353 TOLENTINO, CLARISA	DEC 2020		COMMISSIONER'S STIPEND	75.00
					001-310-0000-4111	Total : 75.00
221239	12/21/2020	893504 TOWN HALL STREAMS, LLC	12195	12295	CITY COUNCIL/COMMISSION VIDEO-DI	175.00
					001-101-3689-4300	Total : 175.00
221240	12/21/2020	103413 TRANS UNION LLC	11004912		CREDIT CHECKS	75.00
					001-222-0000-4260	

Page: 18

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221240	12/21/2020	103413 103413 TRANS UNION LLC	(Continued)			Total : 75.00
221241	12/21/2020	890998 TRUJILLO, RODOLFO	DEC 2020		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00 Total : 75.00
221242	12/21/2020	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		POSTAGE MACHINE REIMB 001-190-0000-4280	1,500.00 Total : 1,500.00
221243	12/21/2020	103463 U.S. POSTMASTER	32919		POSTAGE-DEC UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	540.73 540.73 Total : 1,081.46
221244	12/21/2020	103445 UNDERGROUND SERVICE ALERT	1120200697 DSB20196854		(96) USA DIGALERT TICKETS 070-381-0000-4260 CA. STATE FEE FOR REG COSTS 070-381-0000-4260	118.90 37.52 Total : 156.42
221245	12/21/2020	893167 UNITED MAINTENANCE SYSTEMS	14761	12256 12256	CONTRACTUAL SERVICES FOR JANITC 043-390-0000-4260 043-390-3689-4260	17,850.00 7,250.00 Total : 25,100.00
221246	12/21/2020	892081 VERIZON BUSINESS SERVICES	71655758		MPLS PORT ACCESS & ROUTER FOR F 001-222-0000-4220	1,063.24 Total : 1,063.24
221247	12/21/2020	889627 VERIZON CONFERENCING	Z144930 Z195290		CONFERENCE CALLS-OCT 001-190-0000-4220 CONFERENCE CALLS-NOV 001-190-0000-4220	27.93 21.42 Total : 49.35
221248	12/21/2020	100101 VERIZON WIRELESS-LA	9867195173		MDT MODEMS-PD UNITS 001-222-0000-4220	1,333.07

Page: 19

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221248	12/21/2020	100101 VERIZON WIRELESS-LA	(Continued) 9867812702 9867823463 9867834135		PD CELL PHONE PLANS 001-222-0000-4220 CITY YARD CELL PHONE PLANS 070-384-0000-4220 043-390-0000-4220 041-320-0000-4220 072-360-0000-4220 VARIOUS CELL PHONE PLANS 001-106-0000-4220 070-384-0000-4220	240.65 160.86 20.43 20.43 31.93 47.97 54.02 Total : 1,909.36
221249	12/21/2020	103603 VULCAN MATERIALS COMPANY	72793058	12268 12268	UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 070-383-0301-4300	802.38 802.38 Total : 1,604.76
221250	12/21/2020	888390 WEST COAST ARBORISTS, INC.	166641	12246	ANNUAL TREE TRIMMING CONTRACT : 011-311-0000-4260	1,772.00 Total : 1,772.00
221251	12/21/2020	892846 WEST COAST POWDER COATING	WC-4605		SANDBLAST SERVICES 070-384-0000-4330	400.00 Total : 400.00
221252	12/21/2020	890970 WEX BANK	68923477		FUEL FOR FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0224-4402 041-320-0225-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402 041-320-0370-4402	260.32 163.26 561.24 3,405.55 444.90 445.37 2.00 8.00 55.82 482.04

Page: 20

vchlist

12/17/2020 1:09:44PM

Voucher List  
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221252	12/21/2020	890970 WEX BANK	(Continued)		041-320-0390-4402	1,009.04
					041-320-0420-4402	59.81
					007-313-3630-4402	115.42
					029-335-0000-4402	96.10
					070-381-0000-4402	101.33
					070-382-0000-4402	432.50
					070-383-0000-4402	856.05
					070-384-0000-4402	147.31
					072-360-0000-4402	286.61
					041-320-0222-4402	189.36
					<b>Total :</b>	<b>9,122.03</b>
221253	12/21/2020	891531 WILLDAN ENGINEERING	00333678		ON CALL ENGINEERING SERVICES	
				12350	001-310-0000-4270	7,995.00
				12350	011-311-0560-4600	65.00
				12350	072-365-0000-4260	65.00
				12350	012-311-0551-4600	65.00
					<b>Total :</b>	<b>8,190.00</b>
<b>101</b>	<b>Vouchers for bank code :</b>	<b>bank3</b>			<b>Bank total :</b>	<b>347,966.93</b>
<b>101</b>	<b>Vouchers in this report</b>				<b>Total vouchers :</b>	<b>347,966.93</b>

Voucher Registers are not final until approved by Council.

Page: 21

vchlist

11/19/2020 10:23:40AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220933	11/13/2020	893115 P.E.R.S. CITY RETIREMENT	100000016204478		EMPLOYER CONTRIB VARIANCE-L GUI	
					072-360-0000-4124	219.42
					070-381-0000-4124	175.53
					018-370-0000-4124	43.88
					Total :	438.83
1 Vouchers for bank code :		bank3			Bank total :	438.83
1 Vouchers in this report					Total vouchers :	438.83

Voucher Registers are not final until approved by Council.

Page: 1

CC Meeting Agenda  
SPECIAL CHECKS

vchlist

12/03/2020 9:22:20AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221146	11/23/2020	893115 P.E.R.S. CITY RETIREMENT	100000016173155		EMPLOYER CONTRIB VARIANCE-10/10 001-1160	3,263.47
Total :						3,263.47
1 Vouchers for bank code : bank3						Bank total : 3,263.47
1 Vouchers in this report						Total vouchers : 3,263.47

Voucher Registers are not final until approved by Council.

Page: 1

vchlist

12/03/2020 9:42:20AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221147	12/1/2020	893115 P.E.R.S. CITY RETIREMENT	100000016208149		EMPLOYER CONTRIB VARIANCE-10/24 001-1160	3,045.42
Total :						3,045.42
1 Vouchers for bank code : bank3						Bank total : 3,045.42
1 Vouchers in this report						Total vouchers : 3,045.42

Voucher Registers are not final until approved by Council.

Page: 1

# CC Meeting Agenda SPECIAL CHECKS

vchlist

12/10/2020 4:13:03PM

## Voucher List CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220925	11/12/2020	103648 CITY OF SAN FERNANDO	PR 11-13-20		REIMB FOR PAYROLL W/E 11-6-20	
					001-1003	411,306.65
					007-1003	314.67
					008-1003	2,585.27
					017-1003	290.30
					029-1003	3,149.07
					030-1003	963.74
					041-1003	7,043.07
					043-1003	22,043.54
					070-1003	36,054.37
					072-1003	18,900.34
					094-1003	162.57
					110-1003	692.88
					<b>Total :</b>	<b>503,506.47</b>
220926	11/17/2020	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - NOV 2020	
					001-1160	11,830.62
					<b>Total :</b>	<b>11,830.62</b>
220927	11/17/2020	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - NOV 2020	
					001-1160	176.22
					<b>Total :</b>	<b>176.22</b>
220928	11/17/2020	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - NOV 2020	
					001-1160	2,412.05
					<b>Total :</b>	<b>2,412.05</b>
220929	11/17/2020	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - NOV 2020	
					001-1160	3,750.01
					<b>Total :</b>	<b>3,750.01</b>
220930	11/17/2020	893709 VCA WEST LOS ANGELES	924509089		VET SERVICES FOR K9 LOKI	
					001-225-0000-4270	511.21
					<b>Total :</b>	<b>511.21</b>
220931	11/17/2020	893709 VCA WEST LOS ANGELES	924513745		VET SERVICES FOR K9 LOKI	

Page: 1

vchlist

12/10/2020 4:13:03PM

## Voucher List CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220931	11/17/2020	893709 VCA WEST LOS ANGELES	(Continued)		001-225-0000-4270	128.08
					<b>Total :</b>	<b>128.08</b>
220932	11/18/2020	103648 CITY OF SAN FERNANDO	SPR 11-17-20		REIMB FOR SPECIAL PAYROLL W/E 11-	
					001-1003	1,425.83
					<b>Total :</b>	<b>1,425.83</b>
220934	11/19/2020	893645 CHASE	32384		INTEREST PAYMENT	
					070-385-0806-4405	12,825.00
					<b>Total :</b>	<b>12,825.00</b>
221031	11/25/2020	103648 CITY OF SAN FERNANDO	PR 11-27-20		REIMB FOR PAYROLL W/E 11-20-20	
					001-1003	434,919.82
					007-1003	319.65
					008-1003	10,456.49
					017-1003	36.58
					029-1003	9,201.40
					030-1003	2,735.11
					041-1003	7,869.70
					043-1003	22,675.70
					070-1003	53,993.25
					072-1003	36,060.11
					094-1003	162.57
					110-1003	262.19
					<b>Total :</b>	<b>578,692.57</b>
10	Vouchers for bank code :	bank3			<b>Bank total :</b>	<b>1,115,258.06</b>
10	Vouchers in this report				<b>Total vouchers :</b>	<b>1,115,258.06</b>

Voucher Registers are not final until approved by Council.

Page: 2

vchlist

11/24/2020

12:21:17PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220935	12/1/2020	100286 BAKER, BEVERLY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					<b>Total :</b>	<b>674.17</b>
220936	12/1/2020	893277 CROOK, LORETTA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					<b>Total :</b>	<b>245.78</b>
220937	12/1/2020	100916 DEIBEL, PAUL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					<b>Total :</b>	<b>245.78</b>
220938	12/1/2020	891041 GARCIA, CONNIE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					<b>Total :</b>	<b>200.43</b>
220939	12/1/2020	101781 KISHITA, ROBERT	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					<b>Total :</b>	<b>200.43</b>
220940	12/1/2020	891027 LOCKETT, JOANN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					<b>Total :</b>	<b>245.78</b>
220941	12/1/2020	102126 MARTINEZ, MIGUEL	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	525.39
					<b>Total :</b>	<b>525.39</b>
220942	12/1/2020	891031 ORTEGA, JIMMIE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					<b>Total :</b>	<b>245.78</b>
220943	12/1/2020	891032 OTREMBA, EUGENE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					<b>Total :</b>	<b>630.56</b>
220944	12/1/2020	891354 RAMIREZ, ROSALINDA	20-Dec		CALPERS HEALTH REIMB	

Page:

1

vchlist

11/24/2020

12:21:17PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220944	12/1/2020	891354 RAMIREZ, ROSALINDA	(Continued)		001-180-0000-4127	525.39
					<b>Total :</b>	<b>525.39</b>
220945	12/1/2020	102940 RUIZ, RONALD	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					<b>Total :</b>	<b>674.17</b>
220946	12/1/2020	103121 SERRANO, ARMANDO	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					<b>Total :</b>	<b>674.17</b>
220947	12/1/2020	892782 TIGHE, DONNA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					<b>Total :</b>	<b>200.43</b>
13 Vouchers for bank code :		bank3			<b>Bank total :</b>	<b>5,288.26</b>
13 Vouchers in this report					<b>Total vouchers :</b>	<b>5,288.26</b>

Voucher Registers are not final until approved by Council.

Page:

2



CC Meeting Agenda  
SPECIAL CHECKS

vchlist

11/24/2020

12:32:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220948	12/1/2020	100042 ABDALLAH, ALBERT	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,257.33
					Total :	1,257.33
220949	12/1/2020	100091 AGORICHAS, JOHN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	212.39
					Total :	212.39
220950	12/1/2020	891039 AGUILAR, JESUS	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	539.86
					Total :	539.86
220951	12/1/2020	100104 ALBA, ANTHONY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220952	12/1/2020	891011 APODACA-GRASS, ROBERTA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220953	12/1/2020	100306 BARNARD, LARRY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	883.00
					Total :	883.00
220954	12/1/2020	100346 BELDEN, KENNETH M.	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00
					Total :	1,124.00
220955	12/1/2020	892233 BUZZELL, CAROL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	188.03
					Total :	188.03
220956	12/1/2020	891350 CALZADA, FRANK	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
220957	12/1/2020	100642 CASTRO, RICO	20-Dec		CALPERS HEALTH REIMB	

Page:

1

vchlist

11/24/2020

12:32:29PM

Voucher List

CITY OF SAN FERNANDO

Page:

2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220957	12/1/2020	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,723.24
					Total :	1,723.24
220958	12/1/2020	103816 CHAVEZ, ELENA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220959	12/1/2020	100752 COLELLI, CHRISTIAN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220960	12/1/2020	891014 CREEKMORE, CASIMIRA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220961	12/1/2020	891016 DEATON, MARK	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	570.66
					Total :	570.66
220962	12/1/2020	100913 DECKER, CATHERINE	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	630.56
					Total :	630.56
220963	12/1/2020	100925 DELGADO, RALPH	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
220964	12/1/2020	892102 DOSTER, DARRELL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220965	12/1/2020	100996 DRAKE, JOYCE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220966	12/1/2020	100995 DRAKE, MICHAEL	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	122.89

Page:

2

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220966	12/1/2020	100995 DRAKE, MICHAEL	(Continued)		072-180-0000-4127	122.89
					Total :	245.78
220967	12/1/2020	100997 DRAPER, CHRISTOPHER	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220968	12/1/2020	101044 ELEY, JEFFREY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00
					Total :	1,755.00
220969	12/1/2020	891040 FISHKIN, RIVIAN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220970	12/1/2020	892103 GAJDOS, BETTY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220971	12/1/2020	891351 GARCIA, DEBRA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,154.28
					Total :	2,154.28
220972	12/1/2020	891067 GARCIA, NICOLAS	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	864.82
					Total :	864.82
220973	12/1/2020	101318 GLASGOW, KEVIN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220974	12/1/2020	891020 GLASGOW, ROBERT	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	374.00
					Total :	374.00
220975	12/1/2020	891021 GUIZA, JENNIE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78

Page: 3

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220975	12/1/2020	891021 891021 GUIZA, JENNIE	(Continued)			Total : 245.78
220976	12/1/2020	101415 GUTIERREZ, OSCAR	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220977	12/1/2020	891352 HADEN, SUSANNA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
220978	12/1/2020	101440 HALCON, ERNEST	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.00
					Total :	1,325.00
220979	12/1/2020	891918 HARTWELL, BRUCE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220980	12/1/2020	101465 HARVEY, DAVID	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220981	12/1/2020	101466 HARVEY, DEVERY MICHAEL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,569.00
					Total :	1,569.00
220982	12/1/2020	101471 HASBUN, NAZRI A.	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
					Total :	1,487.34
220983	12/1/2020	891023 HATFIELD, JAMES	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220984	12/1/2020	892104 HERNANDEZ, ALFONSO	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.85
					Total :	1,347.85

Page: 4

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220985	12/1/2020	891024 HOOKER, RAYMOND	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
220986	12/1/2020	893616 HOUGH, LOIS	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
220987	12/1/2020	101597 IBRAHIM, SAMIR	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220988	12/1/2020	101694 JACOBS, ROBERT	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
220989	12/1/2020	892105 KAHMANN, ERIC	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220990	12/1/2020	101786 KLOTZSCHE, STEVEN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
220991	12/1/2020	891866 KNIGHT, DONNA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220992	12/1/2020	892929 LEWIS, WANDA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220993	12/1/2020	891043 LIEBERMAN, LEONARD	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220994	12/1/2020	101933 LITTLEFIELD, LESLEY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78

Page: 5

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220994	12/1/2020	101933 LITTLEFIELD, LESLEY	(Continued)			245.78
220995	12/1/2020	102059 MACK, MARSHALL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
220996	12/1/2020	891010 MAERTZ, ALVIN	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220997	12/1/2020	888037 MARTINEZ, ALVARO	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,397.98 1,397.98
220998	12/1/2020	102206 MILLER, WILMA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220999	12/1/2020	102212 MIRAMONTES, MONICA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
221000	12/1/2020	102232 MIURA, HOWARD	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
221001	12/1/2020	892106 MONTAN, EDWARD	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
221002	12/1/2020	102365 NAVARRO, RICARDO A	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
221003	12/1/2020	102473 ORDELHEIDE, ROBERT	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.32 1,834.32

Page: 6

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221004	12/1/2020	102483 OROZCO, ELVIRA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 <b>188.03</b>
221005	12/1/2020	102486 ORSINI, TODD	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,226.66 <b>2,226.66</b>
221006	12/1/2020	102569 PARKS, ROBERT	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00 <b>1,755.00</b>
221007	12/1/2020	102527 PISCITELLI, ANTHONY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 <b>515.06</b>
221008	12/1/2020	891033 POLLOCK, CHRISTINE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	374.00 <b>374.00</b>
221009	12/1/2020	102735 QUINONEZ, MARIA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 <b>1,189.78</b>
221010	12/1/2020	891034 RAMSEY, JAMES	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 <b>743.03</b>
221011	12/1/2020	102864 RIVETTI, DOMINICK	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 <b>883.00</b>
221012	12/1/2020	102936 RUELAS, MARCO	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,280.32 <b>1,280.32</b>
221013	12/1/2020	891044 RUSSUM, LINDA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43

Page: 7

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221013	12/1/2020	891044 RUSSUM, LINDA	(Continued)			<b>200.43</b>
221014	12/1/2020	103005 SALAZAR, TONY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 <b>1,487.34</b>
221015	12/1/2020	892107 SHANAHAN, MARK	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 <b>539.86</b>
221016	12/1/2020	891035 SHERWOOD, NINA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 <b>245.78</b>
221017	12/1/2020	103175 SKOBIN, ROMELIA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 <b>1,176.90</b>
221018	12/1/2020	103220 SOMERVILLE, MICHAEL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,360.00 <b>1,360.00</b>
221019	12/1/2020	103394 TORRES, RACHEL	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 <b>245.78</b>
221020	12/1/2020	889588 UFANO, VIRGINIA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 <b>200.43</b>
221021	12/1/2020	888417 VALDIVIA, LAURA	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 <b>792.12</b>
221022	12/1/2020	891046 VANAALST, LEONILDA	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	200.43 <b>200.43</b>

Page: 8

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221023	12/1/2020	103550 VANICEK, JAMES	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	1,189.78
					<b>Total :</b>	<b>1,189.78</b>
221024	12/1/2020	103562 VASQUEZ, JOEL	20-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	1,755.00
					<b>Total :</b>	<b>1,755.00</b>
221025	12/1/2020	891038 WAITE, CURTIS	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					<b>Total :</b>	<b>1,176.90</b>
221026	12/1/2020	891036 WATT, DAVID	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					<b>Total :</b>	<b>630.56</b>
221027	12/1/2020	891037 WEBB, NANCY	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	743.03
					<b>Total :</b>	<b>743.03</b>
221028	12/1/2020	103643 WEDDING, JEROME	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					<b>Total :</b>	<b>630.56</b>
221029	12/1/2020	103727 WYSBEEK, DOUDE	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					<b>Total :</b>	<b>245.78</b>
221030	12/1/2020	103737 YNIGUEZ, LEONARD	20-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					<b>Total :</b>	<b>1,176.90</b>
83 Vouchers for bank code : bank3						<b>Bank total :</b> 65,339.71
83 Vouchers in this report						<b>Total vouchers :</b> 65,339.71

Page: 9

vchlist

11/24/2020 12:32:29PM

Voucher List  
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

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

Page: 10

CC Meeting Agenda  
SPECIAL CHECKS

vchlist

12/01/2020 9:04:08AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221032	12/3/2020	102519 P.E.R.S.	DEC 2020		HEALTH INS. BENEFITS-DEC 2020 001-1160	154,935.16
Total :						154,935.16
1 Vouchers for bank code : bank3						Bank total : 154,935.16
1 Vouchers in this report						Total vouchers : 154,935.16

Voucher Registers are not final until approved by Council.

Page: 1

CC Meeting Agenda  
SPECIAL CHECKS

vchlist

12/21/2020 9:54:00AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221254	12/16/2020	893115 P.E.R.S. CITY RETIREMENT	100000016204478		EMPLOYER CONTRIB VARIANCE-11/07: 001-1160	3,352.02
Total :						3,352.02
1 Vouchers for bank code : bank3						Bank total : 3,352.02
1 Vouchers in this report						Total vouchers : 3,352.02

Voucher Registers are not final until approved by Council.

Page: 1

vchlist		Voucher List				Page:	1
12/29/2020	9:35:37AM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
221256	1/4/2021	888356 ADVANCED AUTO REPAIR	1470	12284	VEHICLE MAINT., REPAIRS AND MINOR		
					041-320-0224-4400		152.39
					Total :		152.39
221257	1/4/2021	891969 ADVANCED PURE WATER SOLUTIONS	1035614		DRINKING WATER		
					001-222-0000-4300		98.55
					Total :		98.55
221258	1/4/2021	888042 ALTEC INDUSTRIES INC.	50692387		VEHICLE MAINT-EL0083		
					041-320-0370-4400		270.00
					Total :		270.00
221259	1/4/2021	100188 ANDY GUMP INC.	INV775126	12271	PORTABLE RESTROOM SERVICE FOR		
			INV775127		070-384-0000-4260		330.34
			INV775128	12271	PORTABLE RESTROOM SERVICE FOR		211.24
				12271	043-390-0000-4260		330.44
					Total :		872.02
221260	1/4/2021	102530 AT & T	818-270-2203		PD NETWORK LINE-DEC 2020		
					001-222-0000-4220		221.50
					Total :		221.50
221261	1/4/2021	892412 AT&T	287297930559X121020		MDT MODEMS-PD UNITS-NOV 2020		
					001-222-0000-4220		537.39
					Total :		537.39
221262	1/4/2021	889037 AT&T MOBILITY	287277903027X1208202		MODEM FOR ELECTRONIC MESSAGE		
					001-310-0000-4220		131.79
					Total :		131.79
221263	1/4/2021	889942 ATHENS SERVICES	9594845		CONTRACTUAL SERVICES FOR STREE		
				12248	011-311-0000-4260		14,542.40
				12248	001-343-0000-4260		2,891.00
					Total :		17,433.40
						Page:	

Page: 1

vchlist		Voucher List				Page:	2
12/29/2020	9:35:37AM	CITY OF SAN FERNANDO					
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
221264	1/4/2021	893176 AUTOZONE STORE 5681	5681757957		CREEPER FOR TRUCK-ME9503 041-320-0320-4400		108.33
						Total :	108.33
221265	1/4/2021	892304 BARTEL ASSOCIATES, LLC	20-1080		OPEB ACTUARIAL CONSULTING SERVI		1,830.00
			20-953	12357	001-130-0000-4260		1,830.00
				12357	OPEB ACTUARIAL CONSULTING SERVI		5,011.00
					001-130-0000-4260	Total :	6,841.00
221266	1/4/2021	892847 B-LINE INVESTIGATIONS, INC	1052		SPECIALIZED INVESTIGATIVE SERVICE		2,850.00
			1154	12276	001-112-0000-4270		2,850.00
				12276	SPECIALIZED INVESTIGATIVE SERVICE		7,862.00
					001-112-0000-4270	Total :	10,712.00
221267	1/4/2021	890254 BMI	38822004		ANNUAL MUSIC LICENSE		364.00
					001-424-0000-4260	Total :	364.00
221268	1/4/2021	893723 BUSINESS MACHINE CENTER	19528		ELECTRICAL TYPEWRITER REPAIR FEE		493.19
					001-222-0000-4300	Total :	493.19
221269	1/4/2021	893716 CAICEDO, ALANNAH	MGT/362T		TUITION REIMBURSEMENT		280.00
					001-106-0000-4365	Total :	280.00
221270	1/4/2021	892464 CANON FINANCIAL SERVICES, INC	22257297		CANON COPIER LEASE PAYMENT-DEC		649.93
				12241	001-135-0000-4260	Total :	649.93
221271	1/4/2021	893177 CELL ENERGY	IN0008282		VEHICLE BATTERIES INCLUDING DELI		397.09
				12249	041-1215	Total :	397.09
221272	1/4/2021	103029 CITY OF SAN FERNANDO	3105-3140		REIMBURSEMENT TO WORKERS COM		10,091.95
					006-1038		10,091.95

Page: 2



vchlist

12/29/2020 9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221272	1/4/2021	103029 103029 CITY OF SAN FERNANDO	(Continued)			Total : 10,091.95
221273	1/4/2021	892687 CORE & MAIN LP	N293884	12243	PW MAINTENANCE, REPAIRS & SUPPL 070-383-0301-4300	2,146.35
					Total :	2,146.35
221274	1/4/2021	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR SENIOR PROGRAM 004-2346	25.30
					Total :	25.30
221275	1/4/2021	892290 E.H. WACHS WATER	INV181129		VACUUM PARTS 070-381-0000-4320	56.13
					Total :	56.13
221276	1/4/2021	893052 ENVIROTEK	C-2965		GRAFFITI REMOVER 001-152-0000-4300	623.33
					Total :	623.33
221277	1/4/2021	890879 EUROFINS EATON ANALYTICAL, INC	L0544686	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	152.00
			L0544687	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0545006	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0545007	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0545466	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	144.00
			L0545467	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	36.00
			L0545830	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0545831	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	319.00
			L0546290	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
					Total :	1,401.00

Page: 3

vchlist

12/29/2020 9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221278	1/4/2021	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	55.30
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	111.91
					001-190-0000-4220	55.95
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	517.19
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	57.04
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	55.39
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	395.84
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	38.30
			818-898-7385-033105		LP FAX LINE 001-420-0000-4220	33.47
					Total :	1,320.39
221279	1/4/2021	892660 G2 CONSTRUCTION, INC.	201204	12286	CITYWIDE CATCH BASIN MAINTENANC 001-311-0000-4260	13,420.00
					Total :	13,420.00
221280	1/4/2021	893395 HAYES, JASON BENJAMIN	DEC 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
221281	1/4/2021	890594 HEALTH AND HUMAN RESOURCE	E0237044		EAP-JAN 2021 001-106-0000-4260	243.10
					Total :	243.10
221282	1/4/2021	890360 HERRERA, NINAMARIE JULIA	DEC 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
221283	1/4/2021	101599 IMAGE 2000 CORPORATION	408624		VARIOUS COPIER MAINT CONTRACT-1 001-135-0000-4260	600.12

Page: 4

vchlist  
12/29/2020 9:35:37AMVoucher List  
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221283	1/4/2021	101599 IMAGE 2000 CORPORATION	(Continued)		072-360-0000-4450 001-135-0000-4260	29.07 166.53 <b>Total : 795.72</b>
221284	1/4/2021	887952 J. Z. LAWNMOWER SHOP	26311	12281	SMALL EQUIP. REPAIR (LAWNMOVERS 001-311-0000-4300	98.35 <b>Total : 98.35</b>
221285	1/4/2021	101713 JOBS AVAILABLE INC.	2025011		AD-PW OPS MANAGER 001-106-0000-4230	507.00 <b>Total : 507.00</b>
221286	1/4/2021	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-10	12145	RESERVOIR RECONSTRUCTION-NOV : 010-385-0716-4600	46,158.20 <b>Total : 46,158.20</b>
221287	1/4/2021	893696 JOSHI PMCM, INC	0001-JPMCM	12316	LIGHT RAIL PROJECT MGMT SVCS 001-310-0000-4270	11,000.00 <b>Total : 11,000.00</b>
221288	1/4/2021	101768 KIMBALL-MIDWEST	8466304		MISC TIRE WEIGHTS, VALVES, CLEAN 041-1215	232.35 <b>Total : 232.35</b>
221289	1/4/2021	101795 KOSMONT & ASSOCIATES	18-0099-026	12287	REAL ESTATE ADVISORY SERVICES-N 001-151-0000-4270	6,684.60 <b>Total : 6,684.60</b>
221290	1/4/2021	102007 L.A. COUNTY SHERIFFS DEPT.	210948BL	12314	INMATE MEALS-NOV 2020 001-225-0000-4350	339.58 <b>Total : 339.58</b>
221291	1/4/2021	101971 L.A. MUNICIPAL SERVICES	004-750-1000 494-750-1000 500-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL	116.35 24.55

Page: 5

vchlist  
12/29/2020 9:35:37AMVoucher List  
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221291	1/4/2021	101971 L.A. MUNICIPAL SERVICES	(Continued) 757-750-1000		070-384-0000-4210 WATER-14060 SAYRE 070-384-0000-4210	184.51 98.77 <b>Total : 424.18</b>
221292	1/4/2021	101974 LOS ANGELES COUNTY	NOV 2020	12278	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	13,045.32 <b>Total : 13,045.32</b>
221293	1/4/2021	102003 LOS ANGELES COUNTY	RE-PW-20120702946	12331	INDUSTRIAL WASTE CHARGES-NOV 20 072-360-0000-4450	3,800.65 <b>Total : 3,800.65</b>
221294	1/4/2021	102051 M & M LANDSCAPE	7136 7137	12353 12353	LANDSCAPE MAINT. AT ALL WELL SITE 070-384-0000-4260 LANDSCAPE MAINT. AT ALL WELL SITE 070-384-0000-4260	1,500.00 1,500.00 <b>Total : 3,000.00</b>
221295	1/4/2021	888468 MAJOR METROPOLITAN SECURITY	1100443 1100444 1100445 1100446 1100447 1100448 1100449 1100450 1100451	12251 12251 12251 12251 12251 12251 12251 12251 12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00 25.00 15.00 15.00 25.00 15.00 25.00 15.00

Page: 6

vchlist

12/29/2020

9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221295	1/4/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1100452	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1100453	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1100454	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1100455	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1100456	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1100457	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
					<b>Total :</b>	<b>297.00</b>
221296	1/4/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	35.28
					<b>Total :</b>	<b>35.28</b>
221297	1/4/2021	102226 MISSION LINEN SUPPLY	513804035		LAUNDRY SERVICE FOR PD 001-225-0000-4350	94.38
			513846444	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.74
			513859229	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	119.28
			513868175	12324	LAUNDRY SERVICE FOR PD 001-222-3689-4300	88.00
			513883617	12324	LAUNDRY SERVICE FOR PD 001-225-0000-4350	114.63
					<b>Total :</b>	<b>512.03</b>
221298	1/4/2021	890995 NAVARRO, SAYDITH	DEC 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
221299	1/4/2021	102368 NEW RESOURCES GROUP, INC.	13765		DYE TEST TABS	

Page: 7

vchlist

12/29/2020

9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221299	1/4/2021	102368 NEW RESOURCES GROUP, INC.	(Continued)			
					070-384-0301-4300	699.45
					<b>Total :</b>	<b>699.45</b>
221300	1/4/2021	102403 NOW IMAGE PRINTING	2020114		PARKING DISTRICT PERMITS 001-310-0000-4300	1,188.00
			2020117	12362	PARKING DISTRICT PERMITS 001-310-0000-4300	1,177.00
			2020121	12354	"NO PARKING" SIGNS 043-390-3689-4300	341.00
					<b>Total :</b>	<b>2,706.00</b>
221301	1/4/2021	102423 OCCU-MED, INC.	1220901		PRE-EMPLOYMENT PHYSICAL-(2) PD C 001-106-0000-4260	1,308.00
					<b>Total :</b>	<b>1,308.00</b>
221302	1/4/2021	102432 OFFICE DEPOT	139765617001		OFFICE SUPPLIES 001-150-0000-4300	199.73
			139765882001		OFFICE SUPPLIES 001-150-0000-4300	30.46
			140994303001		OFFICE SUPPLIES 001-222-0000-4300	99.12
			140994887001		OFFICE SUPPLIES 001-222-0000-4300	14.29
			141354012001		OFFICE SUPPLIES 070-383-0000-4300	69.47
			141556890001		OFFICE SUPPLIES 001-222-0000-4300	419.73
			141556931001		OFFICE SUPPLIES 001-222-0000-4300	28.59
			141557633001		OFFICE SUPPLIES 001-222-0000-4300	73.29
			143402747001		OFFICE SUPPLIES 001-310-0000-4300	62.11
			143403558001		OFFICE SUPPLIES 001-310-0000-4300	4.29
			143403560001		OFFICE SUPPLIES	

Page: 8

vchlist

12/29/2020

9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221302	1/4/2021	102432 OFFICE DEPOT	(Continued)		001-310-0000-4300	76.99
					<b>Total :</b>	<b>1,078.07</b>
221303	1/4/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-397068	12252	VEHICLE SERVICE, MAINTENANCE & F	96.11
			4605-397465	12252	041-320-0390-4400	31.89
			4605-397924	12252	VEHICLE SERVICE, MAINTENANCE & F	122.71
					<b>Total :</b>	<b>250.71</b>
221304	1/4/2021	892958 PADILLA'S AUTO CENTER	227		VEHICLE MAINT	435.02
			235		041-320-0311-4400	152.76
					VEHICLE MAINT-PW6835	587.78
					041-320-0311-4400	
					<b>Total :</b>	<b>587.78</b>
221305	1/4/2021	892360 PARKING COMPANY OF AMERICA	INVM0015532		PUBLIC TRANSPORTATION SERVICES-	
				12291	007-313-0000-4260	24,225.70
				12291	008-313-0000-4260	24,225.69
					<b>Total :</b>	<b>48,451.39</b>
221306	1/4/2021	892131 PROHEALTH-VALLEY OCCUPATIONAL	00313865-00		DOT DRIVER PHYSICAL	80.00
					001-106-0000-4260	80.00
					<b>Total :</b>	<b>80.00</b>
221307	1/4/2021	890004 PTS	2058070		PD PAY PHONE-JAN 2021	65.64
					001-190-0000-4220	65.64
					<b>Total :</b>	<b>65.64</b>
221308	1/4/2021	892368 REYES, MIGUEL ANGEL	11/16/20-11/30/20		VIRTUAL EXERCISE CLASSES	70.00
					017-420-1322-4260	70.00
					<b>Total :</b>	<b>70.00</b>
221309	1/4/2021	893143 RICHARDS, SANDRA MARIE	DEC 2020		COMMISSIONER'S STIPEND	75.00
					001-420-0000-4111	

Page: 9

vchlist

12/29/2020

9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221309	1/4/2021	893143 893143 RICHARDS, SANDRA MARIE	(Continued)			<b>Total : 75.00</b>
221310	1/4/2021	891331 SESAC	10446918		ANNUAL MUSIC LICENSING FEE -	483.00
					001-424-0000-4260	483.00
					<b>Total :</b>	<b>483.00</b>
221311	1/4/2021	103184 SMART & FINAL	14102		BREAK ROOM SUPPLIES	29.95
					001-222-0000-4300	49.38
			17004		001-225-0000-4350	6.13
					SUPPLIES FOR SENIOR PROGRAM	85.46
					004-2346	
					<b>Total :</b>	<b>85.46</b>
221312	1/4/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	2-39-717-6769		ELECTRIC-801 8TH	18.64
					043-390-0000-4210	18.64
					<b>Total :</b>	<b>18.64</b>
221313	1/4/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 481575		12315	DOJ LIVESCAN FINGERPRINTING-NOV	1,830.00
				12315	004-2386	130.00
					001-222-0000-4270	1,960.00
					<b>Total :</b>	<b>1,960.00</b>
221314	1/4/2021	893463 STEP SAVER	122220	12294	NSF CERTIFIED SALT FOR IX NITRATE	24.27
					070-384-0000-4300	24.27
					<b>Total :</b>	<b>24.27</b>
221315	1/4/2021	888621 SWRCB	SW-0205560		STORM WATER ANNUAL PERMIT- INDE	8,992.00
					070-381-0000-4450	8,992.00
					<b>Total :</b>	<b>8,992.00</b>
221316	1/4/2021	893727 SYLMAR M & L INC	2145		TIRE WASTE PICK UP	188.00
					072-360-0000-4260	188.00
					<b>Total :</b>	<b>188.00</b>
221317	1/4/2021	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	216.77
			084-220-3249-3		043-390-0000-4210	101.58
					GAS-505 S HUNTINGTON	
					043-390-0000-4210	

Page: 10

vchlist

12/29/2020 9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221317	1/4/2021	103205 THE GAS COMPANY	(Continued) 088-520-6400-8 143-287-8131-6		GAS-117 MACNEIL 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	89.51   143.98 <b>Total : 551.84</b>
221318	1/4/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1020621 1192769 1352746 2104897 3094110 4021357 5220641 7104232		MISC SUPPLIES 070-383-0301-4300 MISC SUPPLIES RETURNED 070-383-0301-4300 MISC SUPPLIES 070-384-0301-4300 ELECTRICAL SMALL TOOLS 001-370-0301-4300 FENCING FOR PLAY AREA-COVID19 001-420-3689-4300 MISC SUPPLIES 070-384-0000-4310 MISC SUPPLIES 070-384-0301-4300 GRAFFITI REMOVAL SUPPLIES 001-152-0000-4300	43.32  -27.47 468.06 237.43 308.56 126.23 74.70 122.17 <b>Total : 1,353.00</b>
221319	1/4/2021	103903 TIME WARNER CABLE	10518112920 283057120520		CABLE-RCS 11/29-12/28 001-420-0000-4260 CABLE-LP PARK 12/05-01/04 001-420-0000-4260	215.33  220.40 <b>Total : 435.73</b>
221320	1/4/2021	891252 TIMECLOCK PLUS	560832	12366	TIME CLOCK PLUS PROFESSIONAL AN 001-135-0000-4260	4,914.00 <b>Total : 4,914.00</b>
221321	1/4/2021	101028 TYLER TECHNOLOGIES, INC.	045-321498	12359	ANNUAL EDEN SYSTEM MAINT. SUPPC 072-360-0000-4260	6,091.63

Page: 11

vchlist

12/29/2020 9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221321	1/4/2021	101028 TYLER TECHNOLOGIES, INC.	(Continued)	12359 12359	001-135-0000-4260 070-382-0000-4260	33,561.39 6,091.63 <b>Total : 45,744.65</b>
221322	1/4/2021	103463 U.S. POSTMASTER	PERMIT 64		PERMIT NO.64 RENEWAL FEE 070-382-0000-4300 072-360-0000-4300	120.00 120.00 <b>Total : 240.00</b>
221323	1/4/2021	103439 UPS	831954490		COURIER SERVICES 001-190-0000-4280	124.00 <b>Total : 124.00</b>
221324	1/4/2021	893612 VALLARTA SUPER MARKETS	84550	12349	RESIDENTIAL FOOD DISTRIBUTION PR 026-422-0336-4300	7,746.20 <b>Total : 7,746.20</b>
221325	1/4/2021	103534 VALLEY LOCKSMITH	7381	12275	LOCKSMITH SERVICES FOR ALL CITY I 043-390-0000-4330	81.70 <b>Total : 81.70</b>
221326	1/4/2021	889644 VERIZON BUSINESS	6615260 6615261 6615262 6615263 6615264 6615265 6615801 6615812		CITY HALL LONG DISTANCE 001-190-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220 CITY HALL LONG DISTANCE & INTRAL 001-190-0000-4220 POLICE LONG DISTANCE 001-222-0000-4220 CITY YARD LONG DISTANCE 070-384-0000-4220 PARK LONG DISTANCE 001-420-0000-4220 ENGINEERING LONG DISTANCE 001-310-0000-4220 CITY HALL LINES	53.10 15.93 26.55 118.91 10.62 16.30 5.36

Page: 12

vchlist

12/29/2020 9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221326	1/4/2021	889644 VERIZON BUSINESS	(Continued)		001-190-0000-4220	58.40
					<b>Total :</b>	<b>305.17</b>
221327	1/4/2021	100101 VERIZON WIRELESS-LA	9868788059		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	50.97
					001-101-0102-4220	50.97
					001-105-0000-4220	89.95
					<b>Total :</b>	<b>191.89</b>
221328	1/4/2021	892127 WE-DO EQUIPMENT REPAIR &	W200791		ROCK DRILL REPAIR	
			W200793		070-385-0000-4320	127.55
			W200795		ROCK DRILL REPAIR	
			W200796		070-385-0000-4320	118.80
			W200798		BORING TOOL REPAIR	
					070-385-0000-4320	433.48
					WATER PUMP REPAIR	
					070-385-0000-4320	59.40
					WATER PUMP REPAIR	
					070-385-0000-4320	290.18
					<b>Total :</b>	<b>1,029.41</b>
221329	1/4/2021	891531 WILLDAN ENGINEERING	333619	12346	NPDES CONSULTANT SERVICES	
					023-311-0000-4270	2,226.75
					<b>Total :</b>	<b>2,226.75</b>
221330	1/4/2021	892023 WINDSTREAM	73341692		PHONE SERVICES- 12/18/20-01/17/21	
					001-222-0000-4220	698.33
					001-420-0000-4220	458.69
					070-384-0000-4220	535.03
					001-190-0000-4220	2,279.50
					<b>Total :</b>	<b>3,971.55</b>
221331	1/4/2021	889467 YOUNGBLOOD & ASSOCIATES	1324A	12303	POLYGRAPH EXAMS	
			1327A	12303	001-222-0000-4260	350.00
					POLYGRAPH EXAMS	
					001-222-0000-4260	350.00

Page: 13

vchlist

12/29/2020 9:35:37AM

Voucher List  
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221331	1/4/2021	889467 889467 YOUNGBLOOD & ASSOCIATES	(Continued)			<b>Total : 700.00</b>
<b>76 Vouchers for bank code : bank3</b>						<b>Bank total : 292,784.69</b>
<b>76 Vouchers in this report</b>						<b>Total vouchers : 292,784.69</b>

Voucher Registers are not final until approved by Council.

Page: 14

CC Meeting Agenda  
SPECIAL CHECKS

vchlist

12/17/2020

3:05:22PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221145	12/2/2020	103648 CITY OF SAN FERNANDO	SPR 12-2-2020		REIMB FOR SPECIAL PAYROLL W/E 12/ 001-1003 070-1003 072-1003 Total :	54,021.50 892.25 892.25 55,806.00
221148	12/10/2020	103648 CITY OF SAN FERNANDO	PR 12-11-20		REIMB FOR PAYROLL W/E 12-4-20 001-1003 007-1003 017-1003 029-1003 030-1003 041-1003 043-1003 070-1003 072-1003 110-1003 Total :	467,016.84 471.25 145.52 1,815.17 540.84 7,316.43 22,540.50 38,346.72 15,864.58 149.25 554,207.10
221149	12/14/2020	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - DEC 2020 001-1160 Total :	12,648.69 12,648.69
221150	12/14/2020	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - DEC 2020 001-1160 Total :	176.22 176.22
221151	12/14/2020	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - DEC 2020 001-1160 Total :	2,166.92 2,166.92
221152	12/14/2020	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - DEC 2020 001-1160 Total :	3,705.01 3,705.01
6 Vouchers for bank code : bank3						Bank total : 628,709.94

Page: 1

vchlist

12/17/2020

3:05:22PM

Voucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6 Vouchers in this report						Total vouchers : 628,709.94

Voucher Registers are not final until approved by Council.

Page: 2

**RESOLUTION NO. 6212**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and


WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES:	Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5
NOES:	None - 0
ABSENT	None - 0

  
\_\_\_\_\_  
Mayor, City of San Fernando

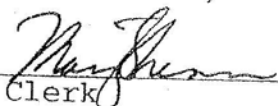
ATTEST:

  
\_\_\_\_\_  
City Clerk

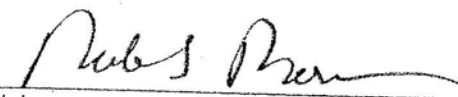


STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.  
CITY OF SAN FERNANDO )

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## ATTACHMENT "D"

## MEMORANDUM

**To:** Luz Cruz, Treasurer Assistant

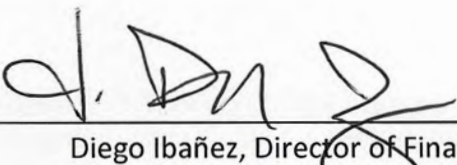
**From:** Sandra Franco-Rivas, Senior Account Clerk

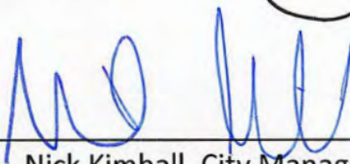
**Date:** December 22, 2020

**Subject:** Release of Warrants

Due to the lack of a formal City Council meeting on December 21, 2020, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director. Copy of resolution is attached.

Approval is hereby provided:

Approved:   
Diego Ibañez, Director of Finance

Approved:   
Nick Kimball, City Manager



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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** January 4, 2021

**Subject:** Consideration to Approve a Contract Extension with Michael Baker International for Community Development Block Grant Administration Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding requirements and approve an amendment to extend Contract No. 1799 (Attachment "A") with Michael Baker International to provide Community Development Block Grant (CDBG) Administration and Labor Compliance Services for an amount not-to-exceed \$31,000 through September 30, 2021; and
- b. Authorize the City Manager to make non-substantive changes and execute the Amendment (Attachment "B" – Contract No. 1799(e)).

### BACKGROUND:

1. In 1974, the CDBG Program was enacted through the Housing and Community Development Act of 1974. The CDBG Program is a federally funded component of the United States Department of Housing and Urban Development (HUD).
2. The CDBG Program was established to provide communities with resources to address a wide range of unique community development needs, including but not limited to: addressing slum and blighted conditions; assisting or benefiting low- and moderate-income families; or to meet the needs of special-population groups, such as the disabled or senior citizens.
3. The City receives CDBG program funds through participation in the Los Angeles Urban County CDBG Program administered by the Los Angeles County Development Authority (LACDA).
4. In November 2015, the City Manager executed a Professional Services Agreement with Michael Baker International, Inc. to provide CDBG program administration services for an amount not-to-exceed \$20,000 and expiring on June 30, 2016, with the option for four (4) one-year extensions.

**Consideration to Approve a Contract Extension with Michael Baker International for Community Development Block Grant Administration Services**Page 2 of 4

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5. On July 1, 2016, the City executed the first one-year extension for an amount not-to-exceed \$20,000.
6. On September 19, 2017, the City executed the second one-year extension and expanded the scope for services to include CDBG labor compliance services for a total amount not-to-exceed \$25,000.
7. On July 19, 2018, the City executed the third one-year extension for CDBG administration and labor compliance services for an amount not-to-exceed \$25,000.
8. On September 17, 2019, the City executed the fourth one-year extension for CDBG administration and labor compliance services for an amount not-to-exceed \$25,000, expiring on September 30, 2020.
9. On March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which included \$5 billion in additional CDBG funding to prevent, prepare for, and respond to the Coronavirus (COVID-19) pandemic.
10. On April 7, 2020, LACDA notified the City that an additional amount of \$136,373 in federal CDBG-CARES Act (CDBG-CV) grant funds were available to the City in response to COVID-19.
11. On July 6, 2020, the City Council appropriated the CDBG-CV funds as follows:
  - a. \$100,000 toward a Residential Food Distribution Program.
  - b. \$25,000 toward a Business PPE Distribution Program.
  - c. \$11,373 toward administration costs.
12. In order to quickly implement the CDBG-CV programs and comply with the related reporting requirements, Michael Baker International agreed to continue providing administration and labor compliance services of under the terms of their existing contract.

**ANALYSIS:**

To be eligible for CDBG funding consideration and receive reimbursement for CDBG approved expenditures, the City's must submit certain reporting and labor compliance requirements through LACDA. Michael Baker International is very familiar with these requirements and provides CDBG Administration and Labor Compliance services for multiple cities in Los Angeles County.

Michael Baker International's existing CDBG Administrative and Labor Compliance Services include: (1) preparing meeting agendas, minutes, and records of conversations with key

**Consideration to Approve a Contract Extension with Michael Baker International for Community Development Block Grant Administration Services**Page 3 of 4

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individuals; (2) responding to requests for information from LACDA staff; (3) submitting quarterly performance reports to LACDA; (4) drafting Reimbursable Funding Requests to the LACDA; (5) providing labor standards compliance monitoring for CDBG-funded construction projects; and (6) retain all records provided by the City and respond to requests for information using said records prior to requesting additional information from City staff.

Section 2-778 of the City's Purchasing Ordinance (Attachment "C") authorizes the City Manager to enter into contracts up to \$25,000 per year. Consequently, the City Manager has executed the existing Michael Baker International agreement administratively. Due to the additional CDBG funds provided through the CARES Act, an increase of \$6,000 to a not-to-exceed amount of \$31,000 for CDBG administration and labor compliance services is necessary. Contracts exceeding \$25,000 require City Council approval.

Section 2-850 of the City's Purchasing Ordinance authorizes the City Council to waive formal bidding procedures when unforeseen circumstances arise that justify an exception and it is in the best interest of the City. Due to the state of emergency declared by federal, state, and local governments in response to the COVID-19 pandemic, it is in the best interest of the City to extend the services of Michael Baker International and increase their contract amount to quickly implement the CDBG-CV programs for the community.

**BUDGET IMPACT:**

The Fiscal Year 2020-2021 Adopted Budget includes appropriations of \$225,000 in CDBG funds and \$136,373 in CDBG-CV funds. The proposed contract amendment is funded from the appropriated CDBG funds.

**CONCLUSION:**

Staff recommends that the City Council waive formal bidding requirements and approve an extension of Michael Baker International's contract through September 30, 2021 and increase the not-to-exceed amount to \$31,000 to implement the additional CDBG-CV program funding.

**ATTACHMENTS:**

- A. Contract No. 1799 with amendments "a" through "d"
- B. Proposed Contract Amendment 1799(e)
- C. Ordinance No. 1653

**CITY OF SAN FERNANDO**  
**SHORT-FORM PROFESSIONAL SERVICES AGREEMENT**  
(Parties: Michael Baker International, Inc. and City of San Fernando)

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on the \_\_\_\_ day of November, 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and Michael Baker International, Inc. (hereinafter referred to as "CONTRACTOR"). For purposes of this Agreement the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably.

In consideration of their mutual covenants, the parties hereto agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform services and tasks identified under that certain written proposal of CONTRACTOR dated July 7, 2015 and entitled Proposal to Administer and Implement Community Development Block Grant Program (hereinafter, the "Scope of Work"). The Scope of Work is attached and incorporated hereto as Exhibit "A". CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

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

Scope of Work to be undertaken by the CONTRACTOR attached hereto as Exhibit "A".

General Requirements attached hereto as Exhibit "B".

County Lobbyist Certification attached hereto as Exhibit "C".

Approved Schedule of Rates and Charges attached hereto as Exhibit "D".

3. TERM. The term of the Agreement ("Initial Term") shall commence on upon the Effective Date and shall end on June 30, 2016. The Initial Term of the Agreement may be extended subject to the terms and conditions set forth herein at CITY's option and in CITY's sole and absolute discretion for a maximum of four (4) successive one-year extension terms. Nothing in this Section shall be construed to limit or otherwise restrict the right of CITY to terminate this Agreement for convenience or for cause as provided under this Agreement.

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

a. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the schedule of hourly rates and charges set forth under Exhibit "D" of this Agreement (hereinafter, the "Approved Schedule of Rates and Charges").



b. Following the conclusion of each calendar month, CONTRACTOR 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 CONTRACTOR's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

c. Section 4(a), above, notwithstanding, in no event shall CONTRACTOR's total aggregate compensation exceed the sum of Twenty Thousand Dollars (\$20,000).

## 5. GENERAL TERMS AND CONDITIONS.

a. CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Community Development Director (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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

b. CONTRACTOR REPRESENTATIVE: CONSULTANT hereby designates Philip O. Carter to act as its representatives for the performance of this Agreement (hereinafter, "CONTRACTOR Representatives"). The CONTRACTOR Representatives shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR Representatives or their designee shall supervise and direct the performance of the Work, using their 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. Section 5(n) notwithstanding, notice to any one of the CONTRACTOR Representatives shall constitute notice to CONTRACTOR.

c. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

d. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;

e. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

f. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

g. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

h. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

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

j. INDEMNIFICATION

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

(ii) Work of Contractor's Design Professionals: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONTRACTOR shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of

CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (iii) All Other Claims: Except as otherwise provided under subsection (d)(ii) and (iii) of this Section, above, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless 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), which would be covered by CONTRACTOR's general liability, automobile liability, or workers compensation policies of insurance, arising from performance under this Agreement, including but not limited to the acts, errors or omissions of CONTRACTOR or CONTRACTOR's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the negligent failure of the same to comply with any of the duties, obligations or standards of care set forth herein.
- (iv) As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws. As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, the obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- (v) As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth

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

- (vi) As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- (vii) As to the duties to indemnify under subsections (d)(ii) and (d)(iii), above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

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

l. WORKERS COMPENSATION INSURANCE: Minimum statutory limits.

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

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

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



p. ERRORS AND OMISSIONS INSURANCE: \$1,000,000.00 per claim/aggregate.

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

r. CERTIFICATE OF INSURANCE: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance, and with respect to the insurance provided in subsection (m) and (o) above, it shall name "The CITY of San Fernando, its elective and appointed officers, employees, and volunteers" as additional insureds.

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

City of San Fernando  
Attn: Brian Saeki, City Manager  
117 Macneil Street  
San Fernando, CA 91340  
bsaeki@sfcity.org  
Tel: (818) 898-1202  
Fax: (818) 361-7631

t. 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:

If to CITY:  
City of San Fernando  
Attn: Brian Saeki, City Manager  
117 Macneil Street  
San Fernando, CA 91340  
Tel: (818) 898-1202  
Fax: (818) 361-7631

If to CONTRACTOR:  
Michael Baker International  
Attn: Phillip O. Carter, Vice President  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670  
Tel: (916) 361-8384  
Fax: (916) 361-1574

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

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

v. INTEREST OF CONTRACTOR. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

w. CHANGES. This Agreement shall not be assigned or transferred without advance written consent of CITY which consent may be granted, conditional granted or withheld in CITY's sole and absolute discretion. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

x. TERMINATION. This Agreement may be terminated by CITY for convenience and without cause or penalty upon seven (7) days written notice to CONTRACTOR.

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

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

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

**CITY**By:  \_\_\_\_\_Name: Brian Saeki \_\_\_\_\_Title: City Manager \_\_\_\_\_**CONTRACTOR**By:  \_\_\_\_\_Name: Philip O. Carter \_\_\_\_\_Title: Vice President \_\_\_\_\_

**Exhibit "A"****Scope of Services**

All work items will be carried out by the CONTRACTOR in conjunction with City staff direction, input, and review.

The CONTRACTOR shall provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for public works construction project funded under the CDBG Program as approved by the City Council on December 1, 2014, pursuant to City Council Resolution No. 7661. The City-approved, CDBG funded program is noted as:

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

The CONTRACTOR shall ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The CONTRACTOR shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. The consultant shall manage program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program reviews or audits.

**Administrative Responsibilities:**

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from LACDC staff.
- Submit quarterly performance reports to LACDC.

**Project Management & Labor Compliance Standards Responsibilities:****Pre-Construction:**

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;



- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

#### Contract Award:

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACDC staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACDC reporting forms.

#### Construction:

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

#### Post Construction:

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to LACDC;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.

#### **Program Administrative Support Services:**

CONTRACTOR to assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACDC.

**Exhibit "B"****(General Requirements)**

1. The CITY OF SAN FERNANDO, as a participant in the Community Development Block Grant (CDBG), funded by the United States Department of Housing and Urban Development (HUD), requires and the CONTRACTOR agrees to comply with all standard CDBG regulations.
2. CONTRACTOR shall be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions.
3. CONTRACTOR shall obtain a City of San Fernando Business License during the term of the contract.
4. CONTRACTOR shall keep all records of funds received from City of San Fernando and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. (24 CFR Part 85.42.)
5. CONTRACTOR agrees that CONTRACTOR is not eligible for any paid benefits for federal, social security, state worker's compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by the City of San Fernando.
6. CONTRACTOR agrees that any reimbursement expenses must be pre-authorized and shall be based upon the approved rates of L.A. County Auditor-Controller.
7. CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and CONTRACT shall comply with applicable federal, state, and county laws and regulations governing conflict of interest, in accordance with Section 570.611 of the CDBG Regulations (24 CFR 570), 24 CFR 85.36(b)(3), and 24 CFR Part 84, Sec. 84.42
8. CONTRACTOR may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during the time compensated for under representation that such activity is being performed as part of the contract responsibility.
9. CONTRACTOR understands that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code



Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code. CONTRACTOR shall complete and sign the County Lobbyist Code Chapter 2.160, County Ordinance No. 93-0031 Certification form attached herein as Exhibit "C"

10. Per Executive Order 11246, CONTRACTOR is required during the performance of this contract to agree to not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: 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. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this nondiscrimination clause.
11. CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., including, but not limited to the requirement that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.
12. CONTRACTOR shall comply with Title VI of the Civil Rights act of 1964, which provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. CONTRACTOR shall comply with Section 109 as amended, Title I of the Housing and Community Development Act of 1974, which provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
14. CONTRACTOR shall comply with the prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise

qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

15. The CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Clean Water Act
- Energy Policy and Conservation Act
- Executive Order 11738

16. The CONTRACTOR contact information and mailing address are:

Michael Baker International, Inc.

2729 Prospect Park Drive, Suite 220

Rancho Cordova, CA 95670

Attn: Philip O. Carter



**Exhibit "C"**

**Community Development Commission  
County of Los Angeles**

**COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031  
CERTIFICATION**

Name of Firm: Michael Baker International, Inc.  
 Address: 2729 Prospect Park Drive, Suite 220; Rancho Cordova  
 State: CA Zip Code: 95670 Telephone Number: (916) 361-8384

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Philip O. Carter  
(Contractor/Subcontractor)

11/10/15  
(Date)

By: 

(Signature)

Vice President  
(Title)

*for*

**Exhibit "D"**

## Approved Schedule of Rates and Charges

**Michael Baker  
INTERNATIONAL****2015 Rate Schedule****Comprehensive Planning Services**

Project Director/Advisor	\$180 - \$225
Principal Planner	\$150 - \$180
Project Manager	\$130 - \$150
Assistant Project Manager	\$120 - \$130
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$65 - \$75

**Environmental Services**

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

**Urban Design & Revitalization**

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

**Transportation Services**

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

**Public Outreach**

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

**Creative Services**

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

**Grant Writing**

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

**SMARA Services**

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

**Sustainability**

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

**Conservation & Resource Planning**

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

**Biology**

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

**GIS**

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

**Housing & Redevelopment**

Project Manager	\$125 - \$150
Senior Housing Planner	\$95 - \$115
Associate Housing Planner	\$80 - \$90
Grant Technician	\$75 - \$80

**Management Services**

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

**Municipal Finance**

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

**Meeting Facilitation**

Facilitation Services	\$115 - \$175
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**Administrative Services**

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.



**CITY OF SAN FERNANDO  
PROFESSIONAL SERVICES AGREEMENT  
CONTRACT EXTENSION FOR YEAR 2 MAXIMUM 4 YEAR SUCCESSIVE CONTRACT**  
(Parties: Michael Baker International, Inc. and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on the 1st day of July, 2016 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and Michael Baker International, Inc. (hereinafter referred to as "CONTRACTOR"). For purposes of this Agreement the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably.

In consideration of their mutual covenants, the parties hereto agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform services and tasks identified under the "Scope of Work". The Scope of Work is attached and incorporated hereto as Exhibit "A". CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

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

Scope of Work to be undertaken by the CONTRACTOR attached hereto as Exhibit "A".

General Requirements attached hereto as Exhibit "B".

County Lobbyist Certification attached hereto as Exhibit "C".

Approved Schedule of Rates and Charges attached hereto as Exhibit "D".

3. TERM. The term of the Agreement ("Initial Term") shall commence on upon the Effective Date and shall end on June 30, 2017. The Initial Term of the Agreement may be extended subject to the terms and conditions set forth herein at CITY's option and in CITY's sole and absolute discretion for a maximum of four (4) successive one-year extension terms with this contract being for a one (1) year extension and as a result the second consecutive year of an Agreement between the CITY AND THE CONTRACTOR. Nothing in this Section shall be construed to limit or otherwise restrict the right of CITY to terminate this Agreement for convenience or for cause as provided under this Agreement.

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

a. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the schedule of hourly rates and charges set forth under Exhibit "D" of this Agreement (hereinafter, the "Approved Schedule of Rates and Charges").



b. Following the conclusion of each calendar month, CONTRACTOR 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 CONTRACTOR's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

c. Section 4(a), above, notwithstanding, in no event shall CONTRACTOR's total aggregate compensation exceed the sum of Twenty Thousand Dollars (\$20,000).

## 5. GENERAL TERMS AND CONDITIONS.

a. CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Community Development Director (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. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

b. CONTRACTOR REPRESENTATIVE: CONSULTANT hereby designates Michael Tylman (principal) and Damien Delaney (project manager) to act as its representatives for the performance of this Agreement (hereinafter, "CONTRACTOR Representatives"). The CONTRACTOR Representatives shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR Representatives or their designee shall supervise and direct the performance of the Work, using their 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. Section 5(n) notwithstanding, notice to any one of the CONTRACTOR Representatives shall constitute notice to CONTRACTOR.

c. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

d. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;

e. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;

f. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);



g. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

h. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

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

j. INDEMNIFICATION

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

(ii) Work of Contractor's Design Professionals: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONTRACTOR shall immediately defend and indemnify and hold harmless the City Indemnities, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONTRACTOR or any of CONTRACTOR's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of



CONTRACTOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONTRACTOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONTRACTOR's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (iii) All Other Claims: Except as otherwise provided under subsection (d)(ii) and (iii) of this Section, above, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless 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), which would be covered by CONTRACTOR's general liability, automobile liability, or workers compensation policies of insurance, arising from performance under this Agreement, including but not limited to the acts, errors or omissions of CONTRACTOR or CONTRACTOR's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the negligent failure of the same to comply with any of the duties, obligations or standards of care set forth herein.
- (iv) As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws. As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, the obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- (v) As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth



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

- (vi) As to the duties to indemnify under subsections (d)(ii) and (d)(iii) of this Section, above, CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- (vii) As to the duties to indemnify under subsections (d)(ii) and (d)(iii), above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

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

- l. WORKERS COMPENSATION INSURANCE: Minimum statutory limits.
- m. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: General Liability and Property Damage Combined.
- n. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- o. AUTOMOBILE INSURANCE: \$1,000,000.00 per occurrence.



p. ERRORS AND OMISSIONS INSURANCE: \$1,000,000.00 per claim/aggregate.

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

r. CERTIFICATE OF INSURANCE: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance, and with respect to the insurance provided in subsection (m) and (o) above, it shall name "The CITY of San Fernando, its elective and appointed officers, employees, and volunteers" as additional insureds.

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

City of San Fernando  
Attn: Brian Saeki, City Manager  
117 Macneil Street  
San Fernando, CA 91340  
bsaeki@sfcity.org  
Tel: (818) 898-1202  
Fax: (818) 361-7631

t. 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:

If to CITY:  
City of San Fernando  
Attn: Brian Saeki, City Manager  
117 Macneil Street  
San Fernando, CA 91340  
Tel: (818) 898-1202  
Fax: (818) 361-7631

If to CONTRACTOR:  
Michael Baker International, Inc.  
Attn: Michael Tylman, Sr. Vice President  
3900 Kilroy Airport Way, Suite 120  
Long Beach, CA 90806  
Tel: (562) 200-7165  
Fax: (949) 472-8373

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

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



v. INTEREST OF CONTRACTOR. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

w. CHANGES. This Agreement shall not be assigned or transferred without advance written consent of CITY which consent may be granted, conditional granted or withheld in CITY's sole and absolute discretion. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

x. TERMINATION. This Agreement may be terminated by CITY for convenience and without cause or penalty upon seven (7) days written notice to CONTRACTOR.

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

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

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

**CITY**

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

Name: Brian SaekiTitle: City Manager**CONTRACTOR**

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

Name: Michael Tylman 7/1/16Title: Senior Vice President



### Exhibit "A"

#### **Scope of Services**

All work items will be carried out by the CONTRACTOR in conjunction with City staff direction, input, and review.

The CONTRACTOR shall provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for public works construction project funded under the CDBG Program as approved by the City Council during FY 2015-2016 and FY 2016-2017. The City-approved, CDBG funded program and projects are noted as:

**Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Projects for FY 2015-2016 as extended in FY 2016-2017.** Per Federal and LACDC guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. The City Council approved use the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LA CDC determined eligible areas within the City of San Fernando. Use of the CDBG funds in this manner will support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance.

**Alexander Street Overlay and Improvements Project for FY 2016-2017.** Per Federal and LACDC guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and any tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. The City Council approved use the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LA CDC determined eligible areas within the City of San Fernando. Use of the CDBG funds in this manner will support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance.

The CONTRACTOR shall ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The CONTRACTOR shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. The consultant shall manage program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program reviews or audits.

**Administrative Responsibilities:**

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from LACDC staff.
- Submit quarterly performance reports to LACDC.

**Project Management & Labor Compliance Standards Responsibilities:****Pre-Construction:**

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;
- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

**Contract Award:**

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACDC staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACDC reporting forms.

**Construction:**

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

**Post Construction:**

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to LACDC;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.



**Program Administrative Support Services:**

CONTRACTOR to assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACDC.

**Exhibit "B"****(General Requirements)**

1. The CITY OF SAN FERNANDO, as a participant in the Community Development Block Grant (CDBG), funded by the United States Department of Housing and Urban Development (HUD), requires and the CONTRACTOR agrees to comply with all standard CDBG regulations.
2. CONTRACTOR shall be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions.
3. CONTRACTOR shall obtain a City of San Fernando Business License during the term of the contract.
4. CONTRACTOR shall keep all records of funds received from City of San Fernando and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. (24 CFR Part 85.42.)
5. CONTRACTOR agrees that CONTRACTOR is not eligible for any paid benefits for federal, social security, state worker's compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by the City of San Fernando.
6. CONTRACTOR agrees that any reimbursement expenses must be pre-authorized and shall be based upon the approved rates of L.A. County Auditor-Controller.
7. CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and CONTRACT shall comply with applicable federal, state, and county laws and regulations governing conflict of interest, in accordance with Section 570.611 of the CDBG Regulations (24 CFR 570), 24 CFR 85.36(b)(3), and 24 CFR Part 84, Sec. 84.42
8. CONTRACTOR may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during the time compensated for under representation that such activity is being performed as part of the contract responsibility.
9. CONTRACTOR understands that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code



Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code. CONTRACTOR shall complete and sign the County Lobbyist Code Chapter 2.160, County Ordinance No. 93-0031 Certification form attached herein as Exhibit "C"

10. Per Executive Order 11246, CONTRACTOR is required during the performance of this contract to agree to not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: 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. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this nondiscrimination clause.
11. CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., including, but not limited to the requirement that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.
12. CONTRACTOR shall comply with Title VI of the Civil Rights act of 1964, which provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. CONTRACTOR shall comply with Section 109 as amended, Title I of the Housing and Community Development Act of 1974, which provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
14. CONTRACTOR shall comply with the prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise

qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

15. The CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Clean Water Act
- Energy Policy and Conservation Act
- Executive Order 11738

16. The CONTRACTOR contact information and mailing address are:

Michael Baker International, Inc.

3900 Kilroy Airport Way, Suite 120

Long Beach, CA 90806

**Exhibit "C"**

**Community Development Commission  
County of Los Angeles**

**COUNTY LOBBYIST CODE CHAPTER 2.160  
COUNTY ORDINANCE NO. 93-0031  
CERTIFICATION**

Name of Firm: Michael Baker International, Inc.  
 Address: 3900 Kilroy Airport Way, Suite 120  
 State: CA Zip Code: 90806 Telephone Number: ( 562 ) 200-7165

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

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 contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Michael Tylman

(Contractor/Representative)

July 1, 2016

(Date)

By: 

(Signature)

Senior Vice President

(Title)



**Exhibit "D"****Approved Schedule of Rates and Charges**
**Michael Baker**  
 INTERNATIONAL
**Comprehensive Planning Services**

Project Director/Advisor	\$180 - \$225
Principal Planner	\$150 - \$180
Project Manager	\$130 - \$150
Assistant Project Manager	\$120 - \$130
Senior Planner	\$120 - \$150
Land Use Planner	\$120 - \$130
Associate Planner	\$95 - \$120
Assistant Planner	\$85 - \$95
Planning Technician	\$65 - \$75

**Environmental Services**

Project Director/Advisor	\$180 - \$225
CEQA Project Manager	\$125 - \$175
Senior Environmental Planner	\$120 - \$150
Associate Environmental Planner	\$95 - \$120

**Urban Design & Revitalization**

Project Director/Advisor	\$180 - \$225
Senior Urban Designer	\$165 - \$180
Urban Designer	\$105 - \$130

**Transportation Services**

Project Director/Advisor	\$180 - \$225
Transportation Planner	\$150 - \$180

**Public Outreach**

Project Director/Advisor	\$180 - \$225
Senior Public Information Officer	\$120 - \$150
Public Information Officer	\$90 - \$120
Public Engagement Coordinator	\$90 - \$120

**Creative Services**

Graphics Production Manager	\$125 - \$145
Graphic/Web Designer	\$80 - \$115

**Grant Writing**

Principal Grant Writer	\$80 - \$125
Assistant Grant Specialist	\$70 - \$90

**SMARA Services**

Geologist	\$150 - \$185
Senior Inspector	\$120 - \$150
Associate Inspector	\$100 - \$120

**Sustainability**

Project Director/Advisor	\$180 - \$225
Principal Climate Change Analyst	\$145 - \$165
Program Manager	\$130 - \$160

**Conservation & Resource Planning**

Project Director/Advisor	\$180 - \$225
Senior Conservation Planner	\$110 - \$125
Conservation Planner	\$95 - \$120

**Biology**

Project Director/Advisor	\$180 - \$225
Senior Biologist	\$120 - \$150
Associate Biologist	\$90 - \$120

**GIS**

GIS Manager	\$125 - \$145
GIS Analyst	\$95 - \$115

**Housing & Redevelopment**

Project Manager	\$125 - \$150
Senior Housing Planner	\$95 - \$115
Associate Housing Planner	\$80 - \$90
Grant Technician	\$75 - \$80

**Management Services**

Principal	\$225 - \$275
Associate Principal	\$195 - \$225
Senior Associate	\$180 - \$225

**Municipal Finance**

Project Director/Advisor	\$180 - \$225
Municipal Finance Manager	\$145 - \$165
Municipal Finance Coordinator	\$125 - \$145
Municipal Finance Analyst	\$85 - \$125

**Meeting Facilitation**

Facilitation Services	\$115 - \$175
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**Administrative Services**

Technical Editor	\$85 - \$125
Administrative Support	\$65 - \$95

Reimbursable expenses and subconsultants are billed at cost plus 10% administrative mark-up.

Rates are subject to a 3% increase each year.

May not include all staff titles.

*We Make a Difference***RECEIVED**

SEP 11 2017

ADMINISTRATIVE OFFICE OF  
CITY OF SAN FERNANDO

September 8, 2017

Alex P. Meyerhoff, City Manager  
CITY OF SAN FERNANDO  
117 Macneil Street  
San Fernando, CA 91340

**RE: CDBG ADMINISTRATIVE AND LABOR COMPLIANCE SERVICES**

Dear Mr. Meyerhoff:

Pursuant to our recent conversations with Mr. Nick Kimball, Finance Director, we are requesting an adjustment to the budget for the CDBG Administrative and Labor Compliance Services that Michael Baker International (Michael Baker) is providing to the City of San Fernando. During the 2016-2017 fiscal year we provided these services for an amount not to exceed \$20,000. The scope of the CDBG Administrative Services was limited to: 1) preparing meeting agendas, minutes, and records of conversations with key individuals; 2) responding to requests for information from Los Angeles County Community Development Commission (CDC) staff; and 3) submitting quarterly performance reports to the CDC. It was understood that City staff would be responsible for drafting Reimbursable Funding Requests to the CDC. As it turned out, our staff ended up drafting the Reimbursable Funding Requests along with performing all other duties related to CDBG Administration.

We understand that the City would like our staff to continue drafting the Reimbursable Funding Requests and we would be pleased to do so. However, the \$20,000 budget for the 2016-2017 fiscal year does not include adequate funding for this task. Therefore, we are requesting that the budget for the 2017-2018 fiscal year be established at \$25,000 in order to provide adequate funding for our staff to perform all tasks associated with CDBG Administration, including the drafting of Reimbursable Funding Requests, and Labor Compliance for CDBG-funded street improvements projects. Of this \$25,000, \$17,500 and \$7,500 would be allocated for CDBG Administration and Labor Compliance, respectively. There are adequate funds available to cover these fees and these not-to-exceed amounts are consistent with US Department of Housing and Urban Development cost guidelines for the delivery of such services.

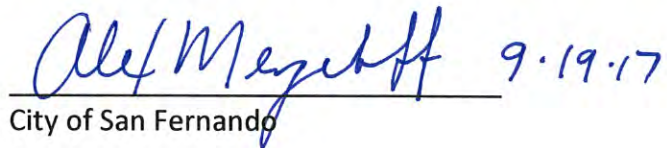
By signing in the space provided below, this letter will act as an amendment to exercise one of the one-year extension options to extend the term of the contract to 6/30/2018, and to increase the budget for 2017-2018 CDBG services to \$25,000. If you have any questions, please contact Mr. Micheal Neal at [mneal@mbakerintl.com](mailto:mneal@mbakerintl.com) or (909) 261-2770.

Sincerely,



Albert V. Warot  
Associate Vice President

Acceptance and Authorization to Proceed



9.19.17

City of San Fernando

cc: Nick Kimball



**CONTRACT NO. 1799(c)***We Make a Difference*

July 19, 2018

Alex P. Meyerhoff, City Manager  
**CITY OF SAN FERNANDO**  
117 Macneil Street  
San Fernando, CA 91340

**RE: CDBG ADMINISTRATIVE AND LABOR COMPLIANCE SERVICES**

Dear Mr. Meyerhoff:

Michael Baker International (Michael Baker) is hereby requesting a contract amendment to continue to provide CDBG Administrative and Labor Compliance Services to the City of San Fernando during the 2018-2019 fiscal year for an amount not to exceed \$25,000. This is the same contract amount for the services provided during the 2017-2018 fiscal year. The scope of the CDBG Administrative and Labor Compliance Services includes: (1) preparing meeting agendas, minutes, and records of conversations with key individuals; (2) responding to requests for information from Los Angeles County Community Development Commission (CDC) staff; (3) submitting quarterly performance reports to the CDC; (4) drafting Reimbursable Funding Requests to the CDC; (5) providing labor standards compliance monitoring for CDBG-funded construction projects; and (6) retain all records provided by the City and respond to requests for information using said records prior to requesting additional information from City staff.

By signing in the space provided below, this letter will act as an amendment to exercise one of the one-year extension options to extend the term of the contract to 9/30/2019, and to approve the budget for 2018-2019 CDBG services at \$25,000. If you have any questions, please contact Mr. Micheal Neal at [mneal@mbakerintl.com](mailto:mneal@mbakerintl.com) or (909) 261-2770.

We sincerely appreciate the opportunity to submit this request for a contract amendment and look forward to continuing to assist the City of San Fernando with the administration of its CDBG-funded activities.

Sincerely,

Handwritten signature of Albert V. Warot in blue ink.

Albert V. Warot  
Associate Vice President

Acceptance and Authorization to Proceed

Handwritten signature of Alex Meyerhoff in blue ink, written over a horizontal line.  
City of San Fernando

cc: Nick Kimball

*We Make a Difference*

September 17, 2019

Nick Kimball, City Manager  
**CITY OF SAN FERNANDO**  
117 Macneil Street  
San Fernando, CA 91340

**RE: CDBG ADMINISTRATIVE AND LABOR COMPLIANCE SERVICES - THIRD TERM EXTENSION**

Dear Mr. Kimball:

Michael Baker International, Inc. (Michael Baker) is hereby requesting approval of this request to continue provision of CDBG Administrative and Labor Compliance services to the City of San Fernando during the 2019-2020 fiscal year for an amount not to exceed \$25,000, the same amount as approved for the prior two fiscal years.

The scope of the CDBG Administrative and Labor Compliance Services includes: (1) preparing meeting agendas, minutes, and records of conversations with key individuals; (2) responding to requests for information from Los Angeles County Community Development Commission (CDC) staff; (3) submitting quarterly performance reports to the CDC; (4) drafting Reimbursable Funding Requests to the CDC; (5) providing labor standards compliance monitoring for CDBG-funded construction projects; and (6) retain all records provided by the City and respond to requests for information using said records prior to requesting additional information from City staff.

By signing in the space provided below, this letter will act as authorization to exercise the third of the four one-year extension options to make the new term date 9/30/2020, and to approve the budget for services of \$25,000.

If you have any questions, please contact Mr. Micheal Neal at [mneal@mbakerintl.com](mailto:mneal@mbakerintl.com) or at telephone number (909) 261-2770. We sincerely appreciate the opportunity we have been afforded to provide services to the City of San Fernando.

Approved by:

A handwritten signature in blue ink that reads "Albert V. Warot".

Albert V. Warot  
Associate Vice President  
Michael Baker International, Inc.

Approved by:

Nick Kimball  
City Manager  
City of San Fernando



July 22, 2020

Nick Kimball, City Manager  
 CITY OF SAN FERNANDO  
 117 MacNeil Street  
 San Fernando, CA 91340

**RE: CDBG AND CDBG-CV ADMINISTRATIVE AND LABOR COMPLIANCE SERVICES  
 FISCAL 2019-2020 EXTENSION**

Dear Mr. Kimball:

As the Fiscal Year 2019-2020 was not completed due to COVID-19, Michael Baker International, Inc. (Michael Baker) is hereby requesting a contract amendment to extend the FY19-20 CDBG and CDBG-CV Administrative and Labor Compliance Services that Michael Baker is providing to the City of San Fernando. We propose increasing the contract amount by \$31,000 to a not-to-exceed amount of \$56,000 and extending the contract term to 09/30/2021.

Project	FY19-20 Contract	FY20-21 Extension	Total Task Budget
FY19-20 Street Project Admin	\$17,500	\$17,500	\$35,000
FY19-20 Street Project Labor Compliance	\$7,500	\$2,500	\$10,000
CDBG-CV Food Distribution Program	\$0	\$8,800	\$8,800
CDBG-CV PPE For Businesses	\$0	\$2,200	\$2,200
<b>TOTAL:</b>	<b>\$25,000</b>	<b>\$31,000</b>	<b>\$56,000</b>

The scope of the CDBG and CDBG-CV Administrative and Labor Compliance Services continues to include: 1) preparing meeting agendas, minutes, and records of conversations with key individuals; 2) responding to requests for information from the Los Angeles County Community Development Authority (LACDA) staff; 3) submitting quarterly performance reports to the LACDA; 4) drafting Reimbursable Funding Requests to the LACDA; 5) providing labor standards compliance monitoring for CDBG-funded construction projects; and (6) retaining all records provided by the City and responding to requests for information using said records prior to requesting additional information from City staff.

By signing in the space provided below, this letter will act as an amendment to extend the term of the contract to 09/30/2021, and to approve a total budget of \$56,000 for 2020-2021 CDBG and CDBG-CV services.

If you have any questions, please contact Mr. Micheal Neal at [mneal@mbakerintl.com](mailto:mneal@mbakerintl.com) or (909) 261-2770. We sincerely appreciate the opportunity we have been afforded to service the City of San Fernando.

Sincerely,



---

Albert V. Warot  
Associate Vice President

Acceptance and Authorization to Proceed:

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City Manager  
City of San Fernando

**ORDINANCE NO. 1653****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING IN ITS ENTIRETY DIVISION 6 (PURCHASING) OF ARTICLE IV (FINANCE) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO CITY CODE RELATING TO THE PROCEDURES FOR PURCHASING AND CONTRACTING**

**WHEREAS**, the City Council of the City of San Fernando seeks to update its purchasing policies and procedures; and

**WHEREAS**, on March 7, 2016, City Council 1) introduced for first reading, in title only, and waived further reading of Ordinance No. 1653, 2) posed questions to City staff, and 3) received public comment on said Ordinance; and

**WHEREAS**, on March 21, 2016, City Council posed additional questions to staff and postponed an action to waive full reading and adopt, by title only, Ordinance No. 1653 to a future date; and

**WHEREAS**, on April 18, 2016, staff presented minor edits to address City Council's questions and presented for second reading, by title only, Ordinance No. 1653.

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

**SECTION 1.** The foregoing recitals are true and correct and made a part of this Ordinance.

**SECTION 2.** Division 6 (Purchasing) of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando City Code is hereby amended in its entirety and replaced by the text set forth in Exhibit "A" of this ordinance.

**SECTION 3.** Subsection (b) of Section 50-1 of Article I (In General) of Chapter 50 (Offenses and Miscellaneous Provisions) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

*The Purchasing Agent for the City is authorized to sell all unclaimed property which has been in the possession of the department for a period of more than four months, in compliance with the provisions set forth under Subdivision V (Miscellaneous) of Division 6 (Purchasing) of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code.*



**SECTION 4.** Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.

**SECTION 5.** Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance 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. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

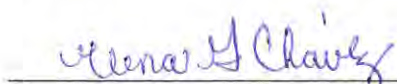
**SECTION 6.** Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

**SECTION 7.** Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 18th day of April, 2016.

  
\_\_\_\_\_  
Robert C. Gonzales, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Elena G. Chavez, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Rick R. Olivarez, 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, hereby certify that the foregoing Ordinance No. 1653 of the City Council of the City of San Fernando was approved and adopted by said City Council at its regular meeting held on the 18th day of April 2016 by the following vote, to-wit:

**AYES:**           Ballin, Gonzales, Fajardo, Lopez – 4

**NOES:**           Soto – 1

**ABSTAIN:**   None

**ABSENT:**   None

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk

**EXHIBIT A****TEXT OF NEW DIVISION 6 (PURCHASING) OF ARTICLE IV (FINANCE) OF  
CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO MUNICIPAL CODE**

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**CHAPTER 2. ADMINISTRATION****ARTICLE VI. FINANCE****DIVISION 6. PURCHASING****SUBDIVISION I. GENERAL PROVISIONS****Sec. 2-771. Purpose.**

The purpose of this Division is to establish an efficient procedure for the purchase of supplies, services, and equipment, and to establish a procedure for performing or contracting for the construction of public works consistent with state law. These procedures shall not be overly time consuming and cumbersome, while allowing the City to obtain the best professional services, and acquire quality supplies, general services, and equipment in an overall economic manner, and also to construct public works at the lowest reasonable cost. The purpose of this ordinance is to emulate best practices in the purchasing procedures.

**Sec. 2-772. Definitions.**

- (a) Bidder's List. "Bidder's List" shall mean a list of responsible prospective vendors capable of providing the items being bid upon.
- (b) Cooperative Bid. "Cooperative Bid" is when several government agencies join together to create one bid document combining all agencies product volume for consideration of the bidder in determining the unit cost.
- (c) Emergency. As determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of City services, or to avoid danger to life or property, repair or replace any public facility without adopting plans, specification, or working details or give notice for bids to let a contract or Public Works Construction Contract.
- (d) Equipment. "Equipment" shall mean furnishings, machinery, vehicles, rolling stock, and other personal property used in the City's business.



- (e) General Services. "General Services" are services which do not require any unique skill, special background, training, and obtaining such services at the lowest cost should be the single most important factor in selection, as opposed to personal performance. Examples of general services include uniform cleaning and maintenance services.
- (f) Local Vendor. "Local vendor" means a person, firm, partnership, corporation or other legal entity which: (a) has its principal place of business within the jurisdictional boundaries of the City; and (b) has continuously maintained a business license with the City for a period of at least twelve (12) months from the date bids are due.
- (g) "Lowest responsive and responsible bidder". The term "lowest responsive and responsible bidder" means a bidder who has submitted the lowest monetary bid in response to bid solicitation and who is also a responsible bidder and a responsive bidder. If a bid solicitation has additive or deductive items the lowest monetary bid shall be determined by the City in the bid solicitation documents in any of the manners prescribed under subdivision (c) of Section 10126 of the California Public Contract Code.
- (h) Maintenance Work. "Maintenance Work" shall mean:
  - (1) Routine, recurring, and usual work for the cleaning, preservation, or protection of any publicly owned or publicly operated facility for its intended purposes.
  - (2) Minor repainting.
  - (3) Resurfacing of streets and highways at less than one (1") inch.
  - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand (230,000) volts and higher.
- (i) Multiple Awarded Bid. When a bid is awarded to more than one vendor for the same or similar products. A multiple awarded bid schedule is usually set up and provides information of product type/brand and vendor who is providing the product.
- (j) Piggyback. Use of another public agency's existing contract to purchase the same product(s) as outlined in the awarding bid document.

- (k) Professional, Management, or Special Services. "Professional," "Management," or "Special Services" shall mean any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, consultant or those services such as computer services, golf course operating services, concession services, parking garage operation services, and transportation/transit operator services. Factors for determining whether professional, management, or special services are needed include but, are not limited to, services which require special performance criteria, specific experience and training, professional judgment, licensing, qualified expertise in a specific area of work, or other unique factors other than simply obtaining the service at the lowest cost to the City.
- (l) Public Works. "Public Works" shall mean a type of public construction project subject to the regulation of the State Public Contract Code and State Labor Code and as defined in California Labor Code Division 2, Chapter 1, Article 1, Section 1720 and as further amended. Examples of a Public Works Project include:
  - (1) The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the City.
  - (2) Furnishing supplies or materials for any of the above works or projects.
  - (3) A public work does not include maintenance work as defined in this subdivision.
- (m) Public Project. "Public Project" shall have the meaning as set forth in the California Public Contract Code Division 2, Part 3, Chapter 1, Article 4, Section 20161 and Division 2 Part 3, Chapter 2, Article 1, Section 22002, or as hereinafter amended.
- (n) Purchase. "Purchase" shall include the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.
- (o) Purchasing Agent. The "Purchasing Agent," for the purposes of this Division, shall be the Finance Director or his/her designee and is responsible for managing the decentralized purchasing program.
- (p) Purchasing Officer. The "Purchasing Officer," for the purposes of this Division, shall be the City Manager or his/her designated representative. The Purchasing Agent, as defined above, shall be presumed to be the designated representative of the Purchasing Officer unless otherwise

directed by the Purchasing Officer in writing.

- (q) Responsible bidder. "Responsible bidder" means a bidder determined by the awarding department:
- (1) To have the ability, capacity, experience and skill to provide the goods, services, professional services, and/or construction projects in accordance with bid specifications, and if applicable;
  - (2) To have the ability to provide the goods, services, professional services, and/or construction projects promptly, or within the time specified, and if applicable;
  - (3) To have equipment, facilities and resources of such capacity and location to enable the bidder to provide the required goods, services, professional services, and/or construction projects, and if applicable;
  - (4) To be able to provide future maintenance, repair, parts and service for the use of the goods and/or construction projects purchased, and if applicable;
  - (5) To have a record of satisfactory performance under prior contracts with the city or other purchasers where such bidder has previously been awarded such contract.
- (r) Responsive Bidder. "Responsive bidder" means one that is in substantial conformance with all requirements of the invitation to bid, including specifications and the city's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify their liability may be considered nonresponsive bidders. This may also include provision of insurance requirements, bonds, completion of all forms, inclusion of references and additional information as requested in bid documents.
- (s) Special Equipment/Supplies. "Special Equipment/Supplies" shall mean unique supplies, machinery, computers, or other equipment which are not generally and regularly ordered in bulk by the City and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.
- (t) Supplies. "Supplies" shall mean office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the City's business, excepting supplies or materials for a public work which is regulated under the California Public Contract Code Sections 20160, et seq.

- (u) Uniform Construction Cost Accounting Procedures. "Uniform Construction Cost Accounting Procedures" shall mean those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to Section 22010, et seq. of the California Public Contract Code or as amended.
- (v) Urgency. Urgency shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the City, or to avoid the immediate danger to life, health, or property.

**Sec. 2-773. Purchasing Agent: Powers and duties.**

The duties of the Purchasing Agent may be combined with those duties of any other officer or position in the City. The Purchasing Agent shall have the authority to:

- (a) Purchase or contract for needed City supplies, general services, equipment, and special equipment/supplies which are not included within a construction contract or proposed specifications for a construction contract of a public work being administered by any other City department;
- (b) Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, general services, and equipment pursuant to the procedures of this Division, and such administrative rules and regulations as prescribed by the City Manager;
- (c) Keep informed of current developments concerning purchasing, prices, market conditions, and new products;
- (d) Prescribe and maintain such forms as necessary for the proper operation of this purchasing system;
- (e) Supervise the inspection of all supplies, general services, and equipment purchased under this Division to assure conformance with City specifications;
- (f) Supervise the transfer of surplus and unused supplies and equipment for sale or disposal of such;
- (g) Maintain up-to-date bidder's list, vendors' catalogs, files, and such other records as needed to perform these duties;
- (h) Ensure that purchasing specifications are written to encourage full competition;



- (i) Perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, services, construction services, and equipment.

**Sec. 2-774. City Council authorizes City Manager to implement administrative regulations.**

City Council authorizes City Manager to establish and maintain written administrative regulations and standards consistent with this Division, which incorporate and implement the City's purchasing and contracting procedures, including an implementation of the purpose, goals and requirements of this ordinance.

**Sec. 2-775. Purchase orders.**

- (a) Except for departmental purchases as authorized in Sec. 2-800(a), the purchase of equipment and supplies shall include the execution of a purchase order and no such purchase order shall be issued without the prior written approval of the Purchasing Agent or designated representative. The City shall issue a purchase order 1) to each vendor who agrees to provide equipment, goods, supplies and materials to the City, and 2) to accompany every contract for the performance of services and Public Projects unless otherwise authorized by the City Manager or the rules and regulations adopted by the City pursuant to this Division. Except as otherwise provided herein, no contract shall be deemed to be an authorization to proceed with work unless accompanied by a properly authorized and executed purchase order nor shall any vendor or contracting party be authorized to perform any service, perform any Public Project, or provide any supplies or equipment without first receiving a properly authorized and executed purchase order issued by the Purchasing Agent upon verification of sufficient unencumbered appropriation balance.
- (b) The purpose of a purchase order is to ensure compliance with this Division.

**Sec. 2-776. Encumbrance of funds.**

Except in cases of urgency as described in Sections 2-804, 2-828, and 2-850, the Purchasing Agent shall not issue any Purchase Order, for purchase of supplies, services or equipment unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged or City Council has authorized said purchase.

**Sec. 2-777. Solicitation exceptions.**

- (a) The competitive bid and RFP processes are not applicable to certain purchases. The following are exempt from bid processes Subdivision II and

Subdivision IV herein.

- (1) Department purchases, as defined in Section 2-800(a);
- (2) Travel/expense advances;
- (3) Subscriptions;
- (4) Trade circulars or books;
- (5) Insurance premiums;
- (6) Insurance claims;
- (7) Reimbursement of expenses;
- (8) Petty cash reimbursement;
- (9) Medical payments;
- (10) Newspaper advertisements and notices;
- (11) Dues to approved organizations;
- (12) Payments to other government units;
- (13) Utility service payments, utility connection and/or installation charges;
- (14) Attorney services;
- (15) Postage, courier/delivery messenger services;
- (16) Land;
- (17) Buildings;
- (18) Debt services;
- (19) Grants;
- (20) Claim settlements;
- (21) Collection agreements referenced under Section 70-11 of Article II of Chapter 70 of the San Fernando Municipal Code.

**Sec. 2-778. Contracts.**

- (a) All written contracts shall be approved by City Attorney as to form. Contracts shall be prepared for professional, management, general or special services, and construction for Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars and over. Contracts for an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars and less shall be approved/awarded by the City Manager, following any required selection process outlined in Subdivisions III and IV of this Division. Contracts with a dollar amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars shall be approved/awarded by City Council following a selection process outlined in Subdivisions III and IV of this Division.
- (b) The City Manager is authorized to issue Contract Amendments as follows:
  - (1) If the contract was originally executed for an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less, the City Manager shall have the authority to issue Contract Amendments, provided that the sum of all amendments, plus original contract

amount, shall not exceed Twenty-five Thousand and no/100ths (\$25,000.00) Dollars. If the amended contract will exceed Twenty-five Thousand and no/100ths (\$25,000.00) Dollars, City Council shall approve the contract amendment.

- (2) For a contract originally executed for an amount in excess of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars and originally approved by City Council, the City Manager shall have authority to issue contract amendments, provided that the sum of all contract amendments for any single contract shall not exceed the limit approved by City Council. If the amended contract will exceed the limit previously approved by City Council, the contract amendment must be approved by City Council.
- (c) Master Professional Services Contracts. For those Professional Services as defined in Government Code Section 4526 (and as otherwise amended), master multi-year contracts with several consultants with a general scope of work may be set up for a total not-to-exceed dollar amount as approved by City Council.
- (1) A formal Request for Qualification process shall be used in accordance with City Code Section 2-840(d) and awarded based on qualifications.
  - (2) Task Orders shall be issued pursuant to the Master Contract with a specific scope of work and the City Manager shall have authority to execute such Task Order for individual projects up to the City Council approved budget appropriation.
- (d) Master General Services Contract.
- (1) A Bid or a Request for Proposal/ Qualification process may be used to procure General Services and may be awarded based on qualifications plus reasonableness of cost.
- (e) Public Works Contracts shall be established for work in an amount of Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars and over. City Manager may award and execute contracts for individual projects in an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less. Individual projects in an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars shall be approved by City Council.
- (f) Change Orders. A Change Order shall be used to modify the contract documents regarding contract price, schedule of payments, completion date, plans and specifications, expanding scope of work due to change in conditions, and for unit price overruns and under runs, as specified in the Contract. Work description and justification should relate to the original

project and should be necessary to achieve original scope of project. After a determination that costs is merited by developments in a specific project, the City Manager is authorized to issue Change Orders up to the contract contingency amount approved by the City Council for the individual contract as follows:

- (1) Contracts in the amount Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less:
    - (i) City Manager may approve Change Orders until the contract reaches Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.
    - (ii) Once the original contract plus all accumulated Change Orders is in an amount that is equal to Twenty-five and no/100ths (\$25,000.00) Dollars, subsequent Change Orders must be approved by City Council prior to commencing the work.
  - (2) Contracts in an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.
    - (i) City Manager may approve cumulative Project Change Orders up to the contingency established and approved by City Council for each individual contract.
    - (ii) Any single Change Order exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars must be approved by City Council prior to commencing with the work. In urgency situations where stopping the work will result in severe repair or replacement delays and subject the City to excessive additional costs due to the delay in the project, City Manager may approve such Change Order and shall give notice to City Council at the next City Council meeting.
- (g) Master Maintenance Service Contracts.
- (1) Request for Qualification process shall be used to establish Master Contracts. The purpose which is to award discrete small projects which in no event exceed Twenty-five Thousand and no/100ths (\$25,000.00) Dollars per task order.
  - (2) Master Single or Multi-year Contracts may be set up with several vendors, and will include a general scope of work and will establish an annual not-to-exceed dollar amount as approved by City Council.
  - (3) Task Orders shall be issued pursuant to the Master Contract with a specific scope of work and the City Manager shall have authority to



execute such Task Order for individual projects for an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less.

- (h) Multi-year Professional, Management, General or Special Services, and Construction Contracts.
  - (1) The City Manager may approve multi-year contracts for professional, management, general or special services, and construction contracts; provided, the annual value of the multi-year contract is Twenty-five Thousand and no/100ths (\$25,000.00) Dollars per year or less.
  - (2) Multi-year contracts exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars per year shall require the approval of the City Council.
  - (3) In the event the same supplier, contractor or consultant has been utilized for a period of five (5) years, the City shall not renew or extend the professional, management, general or special services contract without following the formal or informal bidding procedures as set forth in Section 2-800, unless otherwise approved by City Council.

Sec. 2-779 – 2-799. [Reserved – No Text]

## **SUBDIVISION II. SUPPLIES, GENERAL SERVICES AND EQUIPMENT**

### **Sec. 2-800. Bidding procedures.**

Except as authorized in Section 2-777(a), 2-801, 2-802, or in the case of urgencies as described in Section 2-804, the purchase of supplies, equipment and special equipment/supplies, not included in the construction contract or bid specification for a public works project, shall be made as follows:

- (a) Department Purchases. A department may purchase specified and limited supplies, and equipment, special equipment/supplies independently of the Purchasing Agent of a value less than Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars, provided such department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes when purchasing such items. All such purchases shall be made with funds in an unencumbered appropriation.
- (b) Direct Purchase Order. The purchase of supplies, equipment, or special equipment/supplies with the estimated value of Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars but not more than Twenty-five Thousand and no/100ths (\$25,000.00) Dollars shall be made by a written bidding procedure as follows:

- (1) The responsible department shall prepare a written product specification describing the minimum requirements of the purchase.
- (2) The department shall obtain at least three written responses to the informal request for bid. This requirement may be waived for good cause in writing by the Department Head and Purchasing Agent in consultation with one another.
- (3) Written responses may be made by mail, fax, or e-mail directly to the department representative requesting the item. Further negotiation with a vendor to negotiate a lower price based on the bid responses received from other vendors is prohibited. A written record and tabulation shall be made at that time the bid response is received and opened. All written responses must be retained by the department for three years.
- (4) Bid evaluation procedures. All bids shall be analyzed by the department for compliance with bid specifications, and the department shall prepare an analysis of the bid process.
  - (i) Award will go to the lowest responsive/responsible bidder.
  - (ii) When two or more bids are the same, in unit, quality, service and total cost, preference shall be given to the local vendor, as defined.
  - (iii) If a local vendor, as provided in Section 2-805 submits a bid, if the bid is within five percent (5%) of the lowest responsible and responsive bidder's bid, and if the local vendor is a responsible bidder and responsive bidder, the local vendor shall be given the opportunity to match the bid of the lowest responsible and responsive bidder. Local vendor preference is based on Public Contracts Code 6107 and does not apply to Public Works Projects as defined by the Public Contracts Code Section 22002 or Federal Grant funded purchases.
  - (iv) If the Department Head determines that all the bids received are unacceptably high, or specifications were unclear, the department may reject any bids received and the item may be rebid.
- (5) No bids received. In the event no bids are received, the Department Head requesting the purchase shall have the option of any of the following:
  - (i) Abandon the purchase;

- (ii) Rebid the purchase; or
  - (iii) Request Purchasing Agent approval to obtain the item, supply, service, or equipment on a direct negotiated contract.
- (6) The department shall prepare a written recommendation to the Purchasing Officer for award or rejection of bids.
- (7) Award. The Purchasing Officer shall reject all bids or award the purchase contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the bid and the contract award amount is within the unencumbered appropriation for that item. Purchasing Officer may waive any minor bid irregularities and shall award informal bids up to Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.
- (c) Formal Bid Procedures. For supplies, equipment, or special equipment/supplies with an estimated value in an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars purchases shall be made in accordance with the following formal written procedures:
  - (1) Published Notices. A notice inviting bids shall be published at least ten (10) calendar days before the date of the opening of bids. The notice shall be published at least once in a newspaper of general circulation printed and published in the City, and in appropriate trade publications, if any, circulated within the general area and posted on the City's Purchasing website. Such other notice as the Purchasing Agent deems appropriate shall be made.
    - (i) Notices inviting bids. Notices inviting bids shall include a general description of the goods, articles, services, or equipment to be purchased or required, state where bid blanks and specifications may be secured, describe any performance or bid security required, and the time and place for the opening of bids;
    - (ii) Bidder's List. The Purchasing Agent shall maintain a list of responsible bidders for various categories of supplies or equipment. A notice of the solicitation for a bid shall be sent to all responsible prospective contractors or suppliers whose names are on the bidder's list for the category or equipment, supplies or general services subject to the bid request or posted on the City's Purchasing website and distributed through mass e-mail notifications; and
    - (iii) Bulletin Board. The bid invitation shall be posted on a public bulletin board in City Hall.

- (2) Bidder's Security/Failure to Sign Contract. If the City requires a bidder's bond or other form of security, the bidder's security shall be prescribed in the notice inviting bids in an amount equal to the lesser of the following: (i) ten (10%) percent of the amount bid or (ii) such lesser percentage of the amount of the bid as may be required under the California Public Contract Code or other applicable law. Bidder's security shall be either a cash deposit with the City, a cashier's or certified check payable to the City, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of his/her bid security, as may be determined by the City Council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the City Council may award the contract to the next lowest responsive and responsible bidder.
- (3) Bid Opening Procedure. Sealed bids shall be submitted to the Office of the City Clerk and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by City staff in public at the time and place stated in the notice inviting bids. A written record and tabulation shall be made at the time of all bids received.
- (4) Bid Evaluation Procedures. All bids shall be analyzed by the Purchasing Agent and department for compliance with bid specifications. The department shall prepare a recommendation for award or rejection to the City Council.
  - (i) If a local vendor, as provided in Section 2-805 submits a bid, if the bid is within five percent (5%) of the lowest responsive and responsible bidder's bid, and if the local vendor is a responsible bidder and responsive bidder, the local vendor shall be given the opportunity to match the bid of the lowest responsive and responsible bidder. Local vendor preference is based on Public Contracts Code 6107 and does not apply to Public Works Projects as defined by the Public Contracts Code Section 22002 or Federal Grant funded purchases.
- (5) Rejection of Bids. If the City Council determines that bids are excessively high or that specifications were unclear, or if no bids are received, the City Council may reject all bids presented and use whatever method it deems appropriate, such as rebid, abandon acquisition, or negotiate a contract to complete the purchase.
- (6) Award of Contracts. Contracts shall be awarded by the City Council to



the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to the criteria designated in the solicitation, and provided the award amount is within the unencumbered appropriation for that item. The City Council may waive any minor bid irregularities.

- (7) Tie Bids. If two (2) or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.
- (8) Performance Bonds. The City may require a performance bond in such amount as it shall find reasonably necessary to protect the public interest. If the City requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

**Sec. 2-801. Special equipment/supplies; sole source purchases.**

- (a) Special Equipment/Supplies. In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Purchasing Agent and Department Head in consultation with one another may:
  - (1) Limit bidding to a specific product type, or a brand name product; or
  - (2) Utilize a request for proposal approach where warranties, service and/or maintenance obligations, and product performance will be evaluated in addition to the price of the product. The award of the contract should be to the proposer staff deems is in the best public interest.
- (b) Sole Source Purchases. Unique commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements in Section 2-800 and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer.
  - (1) All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the Department Head and forwarded to the Purchasing Agent. The Purchasing Officer shall approve sole source acquisitions in an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less.

- (2) Approval of any sole source acquisition shall be obtained from City Council for an award of a contract for an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.

**Sec. 2-802. Cooperative, piggyback, and multiple awarded bid purchasing with other agencies.**

Approval and award of cooperative, "piggy-back" or multiple awarded purchases shall be obtained from the Purchasing Officer for an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less and by the City Council for purchases in an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.

- (a) Cooperative Purchasing. The bidding requirements of Section 2-800 shall not apply to the purchasing of any equipment or supplies which the Purchasing Agent determines to be in the best interest of the City to obtain through a cooperative competitive bidding procedure being prepared by and processed through another local, state, or federal governmental agency.
- (b) Piggyback. If the Purchasing Agent determines it to be in the best interest of the City, the Purchasing Agent is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.
- (c) Multiple Awarded Bids. Multiple awarded bids are generally conducted by larger government agencies. A competitive bidding process is conducted for a specified product. Several vendors whose product meets the specification are awarded the contract. Maximum item price and contract terms are established. If the Purchasing Agent determines it to be in the City's best interest, the Purchasing Agent is authorized to use federal, state, or other governmental agency multiple awarded contracts. Staff must obtain quotes from at least three vendors on the awarded contract list and award the bid to the lowest responsive and responsible bidder.

**Sec. 2-803. Recycled supply products specification.**

If in procuring supplies, a recycled product can achieve the necessary City performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled materials be bid. If the Department Head determines that (1) a recycled product lacks performance capabilities or needed quality levels, or (2) a sufficient amount of said recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to non-recycled or virgin materials. When recycled products are

required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, recycled products does not mean used products, but is limited to new products made with materials which have been recycled.

#### **Sec. 2-804. Urgencies.**

The bidding procedures of Section 2-800 or solicitation procedures in Section 2-840 may be dispensed with in the case of urgency. An urgency shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of essential operations or services of the City, or result in excessive costs if not immediately remedied, or to avoid the immediate danger to life, health, or property. The City Council delegates authority to the City Manager to declare a public urgency. If the purchase is Twenty-five Thousand and no/100ths (\$25,000.00) Dollars and over, the City Manager shall give notice of the purchase process to the City Council.

#### **Sec. 2-805. Local preference.**

To promote economic development and maintain a healthy economic base in the City of San Fernando, as well as encourage businesses to move into the City's jurisdiction, the City supports employment and local business opportunities which in turn promote the City's economic growth. As such, the City has determined it is in its best interest to provide a preference to local businesses.

- (a) Local Preference in Purchasing. In the bidding of, or contracting for procurement of supplies, materials, and equipment as provided in these sections, the Purchasing Officer may give a preference to responsive, responsible, local businesses located in the City of San Fernando. If the local vendor's bid is within five percent (5%) of the lowest responsible and responsive bidder's bid and if the local vendor is a responsible bidder and responsive bidder, the local vendor shall be given the opportunity to match the bid of the lowest responsible and responsive bidder. The granting of this local preference shall be approved or not based on a determination by the Purchasing Officer that quantity and quality of the local product is equal to that of the next lowest bidder. In order for a local business to be eligible to claim the preference, the business must provide a copy of its current business tax certificate issued by the City. This local preference is not applicable to:

- (1) Bids for public projects as defined by Public Contracts Code Sections 20161 and 22002;
- (2) Bids funded by grants which prohibit its use; and



- (3) Contracts for professional, management, general, and special services.

**Sec. 2-806. Staging of purchases prohibited.**

Purchases and Public Works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this Division.

**Sec. 2-807. Inspection and tests.**

The Purchasing Agent or department requesting the item shall inspect all deliveries of supplies and equipment to assure conformance with the contract or order specifications. The Purchasing Agent, at his/her discretion, may require chemical and physical tests of samples or supplies and equipment as he/she deems necessary to determine the quality in conformance with those specifications.

**Sec. 2-808. General services.**

- (a) General services as defined in Subdivision I, Section 2-772(e) shall be procured either through the bid process outlined in Subdivision II, Section 2-800 with the emphasis on awarding to the "lowest responsive responsible bidder" or through the Request for Proposal process outlined in Subdivision IV, Section 2-840 with emphasis on factors other than price.
- (b) Factors to Consider. If it is determined by the department in consultation with the Purchasing Agent that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate. However, if factors other than price need to be considered in awarding the contract, the Request for Proposal (RFP) process may be used. Examples of areas other than price that may be important in awarding the contract include: experience level, competence, resources/equipment, staffing levels, services available/time factors, and other qualifications determined by each City department responsible for recommending the service contract that may be important to consider.
- (c) Master General Services Single or Multi-year Contracts may be awarded to multiple service providers following a formal Request for Proposal/Qualification process using the procedures set forth in Section 2-840. Award of master contracts and negotiating task orders should follow the procedure set out in Section 2-778.

Sec. 2-809 – 2-820. [Reserved – No Text]

### **SUBDIVISION III. PUBLIC WORKS PROJECTS.**

#### **Sec. 2-821. Uniform construction cost accounting procedures.**

The City Council has elected to become subject to the Uniform Construction Cost Accounting Procedures as established by the California Uniform Construction Cost Accounting Commission.

#### **Sec. 2-822. Bidding procedures for various project amounts.**

- (a) A public project of Thirty Thousand and no/100ths (\$30,000.00) Dollars or less may be performed by City employees by force account, by negotiated contract, or by Purchase Order, provided such action is first authorized by the Purchasing Officer or the Purchasing Agent.
- (b) A public project of an estimated amount exceeding Thirty Thousand and no/100ths (\$30,000.00) Dollars but not more than One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars may be let to contract by informal bid procedures as set forth in this subdivision.
- (c) A public project in an amount exceeding One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars shall, except as otherwise provided in this subdivision, be let to contract by formal bidding procedures. The described project cost limits of (a) through (c) in this section shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under Section 22020 of the Public Contract Code.

#### **Sec. 2-823. Adoption of plans.**

The City Council shall approve and adopt the plans, specifications, and working details, as well as authorize the bid request for all Public Works projects for an amount exceeding One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars. The City Engineer is delegated authority to approve and adopt the plans, specifications, and working details for all Public Works projects less than One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars.

#### **Sec. 2-824. Negotiate contract or purchase order procedures.**

For those projects qualifying under subsection (a) of Section 2-822, the project manager shall obtain a cost estimate from the project engineer or architect prior to issuing a Purchase Order or negotiating a contract with a responsible contractor. For any City force account work, the project manager shall first comply with the

guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public project. The City Manager shall have the authority to award and to execute any contract for the public project qualifying under subsection (a) and (b) of Section 2-822.

**Sec. 2-825. Informal bidding procedures.**

For those projects which qualify under Section 2-822(b) for informal bidding, the following procedures shall be used:

- (a) Bidder List. The City shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with the California Uniform Construction Cost Accounting rules.
- (b) Notice. Unless the product or service is proprietary, all contractors on the City's list for the category of work being bid shall be mailed a notice inviting informal bids, or an announcement/ advertisement shall be placed in all construction trade journals specified in this section, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area. In addition, notice shall be posted on the City's Purchasing website.
- (c) Bidder's Security/Failure to Sign Contract. Bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten (10%) percent of the amount bid. Bidder's security shall be either a cash deposit with the City, a cashier's or certified check payable to the City, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of his/her bid security, as may be determined by the City Council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the City Council may award the contract to the next lowest responsive and responsible bidder.
- (d) Minimum Time Period. All mailing of notices to contractors and announcements/ advertisements published in the construction trade journals pursuant to subdivision (b) shall be completed not less than ten (10) calendar days before bids are due.
- (e) Notice Contents. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

- (f) Performance/Labor/Materials Bonds. A labor and materials bond, plus a performance bond shall be required, from a surety company licensed to do business in California and acceptable to the City, in amounts equivalent to the total contract amount.
- (g) Bid Opening Procedure. Sealed bids shall be submitted to the Office of the City Clerk and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by the City Clerk's staff in public at the time and place stated in the notice inviting bids. At that time, a written record and tabulation shall be made of all bids received, and shall be open for public inspection during regular business hours for a period of one year after the bid opening. The project manager shall make an analysis of the bids for compliance with bid specifications, and thereafter, make a recommendation for award or rejection.
- (h) Award. The City Manager shall award the contract or reject the bids. The Purchasing Officer may waive minor bid irregularities.
- (i) Change Orders. A Change Order shall be used to modify the contract documents regarding contract price, schedule of payments, completion date, plans and specifications, and for unit price overruns and under runs, as specified in the Contract. Work description and justification must relate to the original project and must be work necessary to achieve original scope of project. After a determination that costs are merited by developments in a specific project, the City Manager is authorized to issue Contract Amendments or Change Orders up to the contract contingency approved by the City Council as awarded for the individual contract as follows:
  - (1) City Manager may approve Project Change Orders until the contract reaches One Hundred Twenty-five and no/100ths (\$125,000.00) Dollars.
  - (2) Once the original contract plus all accumulated Change Orders are in an amount that is equal to One Hundred Twenty-five and no/100ths (\$125,000.00) Dollars, the contract and subsequent Change Orders must be approved by City Council prior to commencing with the work.
  - (3) Any single Change Order exceeding Fifty Thousand and no/100ths (\$50,000.00) Dollars must be approved by City Council prior to commencing with the work. In urgency situations, where stopping the work will result in severe repair or replacement delays and subject the City to excessive additional costs due to the delay in the project, City Manager may approve such Change Order and shall give notice to City Council at the next City Council meeting.
- (j) Bids in Excess of Statutory Amount. If all bids received are in excess of One



Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars, the City Council may, by passage of a resolution by a four-fifths (4/5) vote, award the contract up to One Hundred Thirty-seven Thousand Five Hundred and no/100ths (\$137,500.00) Dollars or less to the lowest responsive and responsible bidder without formal bidding if it determines the cost estimate of the City was reasonable.

#### **Sec. 2-826. Formal Bidding Procedures.**

For those projects requiring formal bidding under Section 2-822(c), the following procedures shall be used:

- (a) Publication. A notice shall be published, at least once, fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation printed and published in the jurisdiction of the City. The notice inviting formal bids shall also be mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at least thirty (30) calendar days before the date of opening the bids. The notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. In addition to notice required by this section, the City may give such other notice as it deems proper.
- (b) Bidder's Security/Failure to Sign Contract. Bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten (10%) percent of the amount bid. Bidder's security shall be either a cash deposit with the City, a cashier's or certified check payable to the City, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of his/her bid security, as may be determined by the City Council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the City Council may award the contract to the next lowest responsive and responsible bidder. All bids must be signed by person authorized to bind company to bid terms.
- (c) Bid opening Procedure. Sealed bids shall be submitted to the Office of the City Clerk and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by the City Clerk's staff in public at the time and place stated in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of one year after the bid opening. The project manager shall make an analysis of the bids for

compliance with bid specifications and, thereafter, make a recommendation for award or rejection.

- (d) Award of Contracts/Minor Irregularities. Contracts shall be awarded by the City Council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended, according to criteria designated in the solicitation, and provided the award amount is within the unencumbered appropriation for that item. The City Council may waive minor bid irregularities.
- (e) Change Orders. A "Change Order" shall be used to modify the contract documents regarding contract price, schedule of payments, completion date, plans and specifications, and for unit price overruns and under runs, as specified in the Contract. Work description and justification must relate to the original project and must be work necessary to achieve original scope of project. After a determination that costs are merited by developments in a specific project, the City Manager is authorized to issue Contract Amendments or Change Orders up to the contract contingency approved by the City Council as awarded for the individual contract as follows:
  - (1) City Manager may approve accumulative Project Change Orders up to the contingency established and approved by City Council for each individual contract.
  - (2) Any single Change Order exceeding Fifty Thousand and no/100ths (\$50,000.00) Dollars must be approved by City Council prior to commencing with the work. In urgency situations where stopping the work will result in severe repair or replacement delays and subject the City to excessive additional costs due to the delay in the project, City Manager may approve such Change Order and shall give notice to the City Council at the next City Council meeting.
- (f) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the City Council may accept either bid.
- (g) Performance/Labor/materials Bonds. A labor and materials bond, plus a performance bond shall be required, from an acceptable surety, in such amounts and in such a form as the City finds reasonably necessary to protect the public interest.
- (h) No Bids, if no bids are received, the project may be performed by City employees by force account, or by informal bidding procedures without further complying with this subdivision.



**Sec. 2-827. Rejection of bids.**

- (a) In its discretion, the City Council may reject any bids presented. If after the first invitation for bids all bids are rejected, the City shall state the reasons for the rejection, and after reevaluating its cost estimates of the project, the City shall have the option of either of the following:
  - (1) Abandoning the project or re-advertising for bids in the manner described by this subdivision.
  - (2) By passage of a resolution by a four-fifths (4/5) vote of the City Council declaring that the project can be performed more economically by City employees, may have the project done by force account without further complying with this subdivision.

**Sec. 2-828. Emergencies; procedure.**

In cases of great emergency as determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of services of the City, or to avoid danger to life or property, the City Council, by majority vote, may proceed at once to replace or repair any public facility without adopting plans, specification, or working details, or give notice for bids to let a contracts. The work may be done by City forces, by contract, or by a combination of the two (2). The City Council delegates to the City Manager, the authority to declare a public emergency subject to confirmation by the City Council by a four-fifths (4/5) vote, at its next meeting.

**Sec. 2-829. Staging of public works.**

Public Works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive bidding requirements of this Division.

**Sec. 2-830. Bid protests.**

Any interested party may file a protest regarding the procurement decisions authorized under this Division.

- (a) Notice of Decision. After a decision regarding a procurement having a value over Thirty Thousand and no/100ths (\$30,000.00) Dollars has been made, the Department Head or designee shall notify all persons who submitted a response to a City solicitation of intended award. If a bidder is rejected because the bid is found non-responsive or because the bidder is deemed not-responsible, the City will give written notice to said bidder of evidence

reflecting such decision.

- (b) Time to File Protest. All protests must be filed in writing and received by the Department Head within five (5) business days of the date on the notice of intended award.
- (c) Form of Protest. All protests shall be in writing, state the grounds for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible. All protests have to be filed in accordance with the instructions contained in the solicitation which is the subject of the protest.
- (d) City Manager Review. The City Manager or designee shall review the protest and issue a written decision on the protest. The City Manager or designee may base the decision on the written protest alone or may informally gather evidence from the person(s) filing the protest or any other person having relevant information. For procurements having a value of One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars or less, the City Manager's or designee's decision shall be final.
- (e) Hearing on Protest. If a bid was rejected on the grounds that the bidder was not a "responsible" bidder, the protesting party must submit materials set forth in subdivision (c) above for consideration. A hearing will be set within a reasonable time to provide a decision before final approval of the selected low bid. For procurements having a value of One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars or less, the City Manager's or designee's decision shall be final.
- (f) Appeal of City Manager's Decision to City Council. For procurements having a value exceeding One Hundred Twenty-five Thousand and no/100ths (\$125,000.00) Dollars, an appeal of the City Manager's decision may be filed with the City Council. All such appeals must be in writing, and shall be filed with the City Clerk within five (5) business days from the date of the City Manager's decision.
- (g) Failure to Timely Appeal. An interested party who fails to file a protest within the times set forth in this section waives any right to protest the issue further. No appeal to either the City Manager or City Council of any decision to award a bid under this Division may occur once the contract has been awarded.

Sec. 2-831 – 2-839. [Reserved – No Text].

#### **SUBDIVISION IV. PROFESSIONAL, MANAGEMENT, GENERAL OR SPECIAL SERVICES.**

**Sec. 2-840. Award of professional, management, general or special services contracts based upon competence.**

Factors to Consider. In contracting for professional services listed in Government Code Section 4526, selection shall be based on demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services and solicited through a Request for Qualification process. In contracting for professional services (other than those professions listed in Government Code Section 4526), management, general or special services contracts should only be awarded to firms or persons who have demonstrated "high competence" meaning: a level of experience, competence, training, credentials, character, integrity, reputation, financial responsibility, resources, equipment, staffing, and other professional qualifications necessary for more than a satisfactory performance of the services required in the time period needed and price. The cost of the service may be considered, however, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced contractor based on the scope of services, availability, unique skills, staffing levels, timing, prior experience, familiarity with the City and other factors required by the department. The information needed for determining that level of competence, other qualifications, and the procedure for selecting such services shall be determined by the City department responsible for recommending the service contract.

- (a) Request for Proposal/Qualifications. The acquiring of services shall be procured through negotiated contract following a Request for Proposal/Qualifications process. Contracting for services is decentralized and shall be the responsibility of the Department Head requesting the service. The Purchasing Agent may be contacted to assist in the formal Request for Proposal/Qualification (RFP/Q) process.
- (b) Contracts, not within (a) above, for an amount less than Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars. A Department Head may award contracts up to Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars with qualified consultants/firms.
- (c) Contracts for an amount exceeding Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars but not more than Twenty-five Thousand and no/100ths (\$25,000.00) Dollars. The requesting department shall meet the following requirement unless an urgency exists pursuant to Section 2-804 above:
  - (1) Selection Process. Prepare an informal written document and contact as many companies as necessary to receive a minimum of three (3) written responses from consultants/firms. This requirement may be

waived for good cause in writing by the Department Head and Purchasing Agent in consultation with one another.

- (2) Award. The Department Head shall prepare a written recommendation to the Purchasing Officer for the firm or person to be awarded the contract. The Purchasing Officer shall award the contract.
- (3) Contract Document. A written contract must be established and the City Manager or designee must sign/approve any service contract in an amount exceeding Two Thousand Five Hundred and no/100ths (\$2,500.00) Dollars but not more than Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.
- (d) Contracts for an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars and over. Departments shall utilize a Sealed Request for Proposal process essentially meeting the following requirements unless an urgency exists pursuant in Section 2-804 above:
  - (1) Request for Proposal/Qualification (RFP/Q) solicitation process. A formal Sealed Request for Proposal/Qualification (herein "RFP/Q") document shall be developed for solicitation of professional, management, or general and special services contracts for an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars.
  - (2) Advertisement. The department shall advertise in appropriate publications and/or use the Professional Services Listings, as available, and post on the City's purchasing website, during the solicitation process.
  - (3) Ten (10) Day Notice. Notice inviting RFP/Q's shall be posted at City Hall at least ten (10) calendar days before the due date of submission of the RFP/Q.
  - (4) Notice Contents. The notice shall include a description of general type of service needed, how the RFP/Q minimum Scope of Work can be obtained, any pre-proposal conferences anticipated, the requirement of a written sealed proposal, state the closing date, and place and time for submission of the RFP/Q.
  - (5) Solicitation Procedure. Sealed Request for Proposals/Qualifications should be submitted to, the department. RFP/Q's need not be opened publicly. All proposals shall be analyzed by the department for compliance with RFP/Q requirements, value of the total scope of services. Follow-up interviews of the most qualified of those submitting a proposal should be held.



- (6) Award. Professional, Management, General, and Special Services contracts of an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars shall be awarded by City Council.
- (7) Contract Amendments. The City Manager is authorized to issue Contract Amendments as set forth:
  - (i) If the contract was originally executed for an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less, the City Manager shall have the authority to issue Contract Amendments, provided that the sum of all amendments, plus original contract amount, shall not exceed Twenty-five Thousand and no/100ths (\$25,000.00) Dollars. If the amended contract will exceed Twenty-five Thousand and no/100ths (\$25,000.00) Dollars, the City Council shall make a finding that it is in the best interest of the City to waive the normal selection process and approve the amendment to the contract.
  - (ii) For a contract originally executed for an amount of Twenty-five Thousand and no/100ths (\$25,000.00) Dollars and over and originally approved by City Council, the City Manager shall have authority to issue contract amendments, provided that the sum of all contract amendments for any single contract shall not exceed the amount approved by City Council. If the amended contract will exceed the amount previously approved by City Council, the contract amendment must be approved by City Council.
- (8) Master Professional Services Contracts. For those professional services as defined in Government Code Section 4526, master single or multi-year contracts with several consultants with a general scope of work may be set up for a total not-to-exceed dollar amount as approved by City Council.
  - (i) A formal Request for Qualification process shall be used in accordance with Municipal Code Section 2-840(d) and awarded based on qualifications plus reasonableness of cost.
  - (ii) Task Orders shall be issued pursuant to the Master Contract with a specific scope of work and the City Manager shall have authority to execute such Task Order for individual projects for Twenty-five Thousand and no/100ths (\$25,000.00) Dollars or less.
  - (iii) Any Task Orders in an amount exceeding Twenty-five Thousand and no/100ths (\$25,000.00) Dollars will require City Council's approval pursuant to the terms of the Master Contract.

Sec. 2-841 – 2-849. [Reserved – No Text].

## **SUBDIVISION V. MISCELLANEOUS.**

### **Sec. 2-850. Waiving of purchasing procedures.**

In its discretion, the City Council may at any time, without amending this Division, waive the purchasing procedures or alter these proceedings to fit a specific purchase or contract, when such waiver is not in violation of state or federal law. A request for waiver should occur only when unforeseen circumstances arise that justify an exception to following the provisions of this Division and is in the best interest of the City.

### **Sec. 2-851. Ethics and Accountability.**

- (a) The Purchasing Officer, the Purchasing Agent and all departments of the City shall adhere to the procedures and policies set forth under this Division and any supplemental policies approved by resolution when procuring materials, supplies, equipment, vehicles and services. All purchases shall be limited to the approved budget or as otherwise authorized by City Council. Purchasing dollar limits specified in this Division are “per order” unless otherwise indicated.
- (b) Applicable competitive bidding categories, authorization limits or contract award procedures will be based on unit cost, total purchase cost for consolidated bid items, or fiscal year aggregates in the case of standing purchase orders or similar ongoing purchasing arrangements. Staging of purchases to avoid competitive bidding procedures or authorization limits is prohibited.
- (c) All personnel engaged in the Purchasing function shall exercise good judgment in the use and stewardship of City resources, and all Purchasing functions shall be conducted with absolute integrity and objectivity. Purchases are subject to public scrutiny; employees shall follow a strict rule of personal conduct that will not compromise the City in the conduct of its business. Any employee intentionally and/or repeatedly making purchases in a manner that circumvents, ignores or fails to comply with Purchasing policies will be subject to disciplinary action, in accordance with City Personnel procedures.
- (d) No employee, elected or appointed official of the City shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members (See: California Government Code Section 1090, et seq.) or violative of the conflict of interest provisions of the city and/or the Political Reform Act (See: California Government Code Section 87100, et seq.).



**Sec. 2-852. Disposal of Surplus Property.**

(a) The Purchasing Agent is authorized to exchange, trade-in, sell and dispose of surplus personal property of the City having salvage value in the open market, by public auction, by competitive sealed bids or by exchange or trade in for new goods. The sale or lease of surplus personal property to a governmental, public or quasi-public agency may be without advertisement for or receipt of bids. Employees are not eligible to receive or purchase surplus property, however, employees may receive personalized items, and receive or purchase at market value items considered to be memorial or commemorative in nature, subject to City Manager approval.

(1) "Personalized items" means any item issued to an employee for business purposes that has a fair market value of less than Five Hundred Dollars (\$500.00) and for which the employee has sole possession and use of the item. In order to be eligible to be deemed as surplus property, the item must be past its useful life and impractical to re-assign to another employee. Some typical examples of personalized items include cell phones, tablets, laptops, City-issued uniforms/clothing and firearms (for Police personnel). For purposes of this subsection, vehicles are not considered personalized items.

(2) "Items considered to be memorial or commemorative in nature" means items that have a value of less than Five Hundred Dollars (\$500.00) and have nostalgic value to the employee or commemorate, acknowledge, or memorialize an accomplishment to which the employee had an association or some level of involvement. Memorial or commemorative items include, but are not limited to, street signs, artwork, awards, coins, medallions, badges, clothing, jewelry and plaques.

(b) Surplus personal property with no salvage value, as determined by the Purchasing Agent, shall be disposed of in a manner that salvages recyclable components, if practical.

**Sec. 2-853. Unclaimed, Seized or Abandoned Property**

(a) The Purchasing Agent authorized to sell or dispose of all goods in the possession or custody of the San Fernando Police Department which are unclaimed, seized and/or abandoned and may be legally disposed of by the City.

(b) With respect to unclaimed property referenced under Section 50-1 (Disposition of Unclaimed Property by police department) of Article I (In General) of Chapter 50 (Offense and Miscellaneous Provisions), the Purchasing Agent in coordination with the Chief of Police shall issue notice of any sale of such unclaimed property at least five (5) days before the time

fixed therefor by publication once in a newspaper of general circulation published in the County of Los Angeles. The notice shall contain a general description of the items to be sold and the time and place of the auction. Any unclaimed property which has not been sold or which is in a dilapidated or deteriorated condition may be summarily destroyed by the police department after the public auction sale.

**Sec. 2-854. Reporting.**

The Purchasing Agent shall provide regular reports to the City Council indicating surplus personal property disposed of, the method of disposal, and the amounts received from disposal, and shall maintain records for public inspection relative to the disposal of surplus personal property for a period of time in compliance with State law and the City's records retention schedule. Annual reports shall be provided to City Council accordingly.

**Sect. 2-855. Donations of Surplus Property.**

Upon approval in advance in writing by the Purchasing Agent, surplus personal property may be donated to governmental, public or quasi-public agencies, charitable or non-profit organizations on a first-come first-served basis to be utilized for non-profit purposes.

Sec. 2-856 – 2-865. [Reserved – No Text].

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works  
Kenneth Jones, Management Analyst

**Date:** January 4, 2021

**Subject:** Consideration to Approve a Professional Services Agreement with Utility Systems Science and Software, Inc., for Wastewater Flow Monitoring and Sampling Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1973) with Utility Systems Science and Software, Inc. (US3) in an amount not-to-exceed \$56,400 for Wastewater Flow Monitoring and Sampling Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement.

### BACKGROUND:

- 1. On October 20, 2020, a Request for Proposals (RFP) (Attachment "B") for wastewater flow monitoring and sampling services was published on the City's website.
- 2. On November 10, 2020, two proposals (Attachment "C") to provide services were received: 1) US3, and 2) ADS.
- 3. From November 16, 2020 through December 7, 2020, Public Works staff reviewed proposals and requested additional information from firms.
- 4. ADS currently provides wastewater flow monitoring and sampling services to the City. Their contract commenced on November 1, 2014 and will expire January 31, 2021.



**Consideration to Approve a Professional Services Agreement with Utility Systems Science & Software, Inc., for Wastewater Flow Monitoring and Sampling Services**

Page 2 of 4

**ANALYSIS:**

The National Pretreatment Program is a component of the National Pollutant Discharge Elimination System (NPDES) program. It is a cooperative effort of federal, state, and local environmental regulatory agencies established to protect water quality. Pursuant to NPDES, the City is required to perform discharge monitoring in order to reduce conventional and toxic pollutant levels discharged by industries and other nondomestic wastewater sources into municipal sewer systems and into the environment. To ensure the City stays in compliance with the NPDES program, a contractor is utilized to conduct wastewater flow monitoring and sampling services, which includes reporting analytical data to the City of Los Angeles.

The City contracts with the City of Los Angeles to treat the City's wastewater at the Hyperion Treatment Plant. The fees charged to the City for wastewater treatment are calculated from quarterly reports submitted to the City of Los Angeles detailing the City's wastewater flow and strength of biological oxygen demand (BOD) and total suspended solids (TSS). It is very important that the data being provided to the City of Los Angeles is accurate to ensure the City is being appropriately charged for wastewater treatment.

Staff requested proposals from firms who specialize in providing wastewater flow monitoring and sampling samples services to cities. Proposals were received from the following two firms:

Consultant	Proposed Cost
Utility Systems Science and Software, Inc. (US3)	\$56,400
ADS	\$82,520

Staff reviewed the proposals and evaluated each of them based on the criteria specified in the RFP. The staff review determined that both US3 and ADS are qualified to provide services based on the qualifications and knowledge of the firm and experience of key personnel, relevant experience within the past fifteen years, clear identification of the desired scope of services, and their references. Total cost for services was not part of the initial selection criteria but became the determining factor for the selection of a firm. With there being a distinct cost difference between the two proposals, staff performed the necessary due diligence and confirmed with US3 that they fully understood the requested scope of services and that their proposed cost was accurately reflected.

US3, located in Santa Ana, California, is a well-qualified and experienced firm having provided monitoring and sampling services to cities and utilities since 1991. They are considered one of the leading flow monitoring companies in the United States and known for providing a high level of service at a lower cost than their competitors provide. US3 currently provides wastewater flow monitoring and/or sampling services to numerous local jurisdictions and

**Consideration to Approve a Professional Services Agreement with Utility Systems Science & Software, Inc., for Wastewater Flow Monitoring and Sampling Services**Page 3 of 4

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utilities throughout California such as the cities of Culver City, Riverside, Santa Barbara as well as Orange County and Goleta Sanitation Districts.

**Wastewater Flow Monitoring and Sampling Scope of Services.**

The scope of services consists of contractor sampling, measuring and reporting the flow of wastewater discharged by the City at one dedicated location. Contractor must:

- Provide, install, operate and maintain all necessary wastewater sampling and flow monitoring equipment.
- Conduct wastewater sampling consisting of one composite sample per quarter. Analysis to be performed on the samples will consist of TSS and BOD parameters. The samples shall be flow proportioned and will be collected over a 24-hour period of time. The samples shall be analyzed by a laboratory that has been certified as an environmental testing laboratory pursuant to the provisions of the California Environmental Laboratory Improvement Act of 1988 (Health and Safety Code, Division 1, Part 2, Chapter 7.5, commencing with Section 100825).
- Report sampling data electronically to the City and City of Los Angeles on a quarterly basis.
- Report wastewater flow data digitally to the City on a monthly basis on or before the 15<sup>th</sup> of the following month and report shall include the following: Quarterly sampling and quantification summary sheet (if applicable), chain of Custody, Laboratory results, monthly hydrographs and tabular reports with final quantities at 15-minute increments.

Both US3 and ADS are capable of delivering the scope of services outlined in the RFP. However, with there being a substantial difference between the proposed cost of the two proposals, staff recommends awarding US3 the contract to provide wastewater flow monitoring and sampling services to the City.

**BUDGET IMPACT:**

The term of the agreement will be for three years with two one-year extension options (at the City's discretion) for a total cost of \$56,400. The total cost during the initial term of the agreement is for the fixed cost of \$33,840. Subsequent to the initial three-year term, if the two one-year options for renewal are exercised, the annual cost for each additional year will be \$11,280. Funds for wastewater flow monitoring and sampling services have been allocated in the City's FY 2020-2021 adopted budget within Fund 072-360 (Sewer Fund- Sewer Maintenance).

**Consideration to Approve a Professional Services Agreement with Utility Systems Science & Software, Inc., for Wastewater Flow Monitoring and Sampling Services**Page 4 of 4

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**CONCLUSION:**

It is recommended that City Council approve a Professional Services Agreement with Utility Systems Science & Software, Inc. for a not-to-exceed amount of \$56,400 for Wastewater Flow Monitoring and Sampling Services and authorize the City Manager to execute the Agreement.

**ATTACHMENTS:**

- A. Contract No. 1973
- B. Request For Proposals
- C. Proposals

City of Fernando

**Tab 4: Proposed Method to Accomplish the Work****Work Plan Data Availability & Quality Assurance**

US3 understands that City of Fernando has a goal to sample lift stations, residential area manholes, industrial users and deliver samples to the laboratory for analysis, and conduct both classroom and field sampling instruction activities.

Scope of Services/Project Deliverables	
<b>Anticipated Time</b>	
	1. Provide all necessary calibrated water/wastewater sampling and flow monitoring equipment. US3 shall have full responsibility of its employee's safety and providing appropriate safety equipment.
Four hours per month	2. Install sampling/flow monitoring equipment at the locations specified by City of Fernando staff and provide the following:
	a. In-situ calibration of sampling/flow instruments to observed site conditions;
	b. Manually confirm depth and velocity measurement of each monitor;
	c. Configure instruments for fifteen (15) minute data collection intervals with proportional flow/sample monitoring per (this is configurable to say 1, 5, 10, etc.)
Field train City water/wastewater technicians	
Per Quarter	3. Collect simultaneous sample/flow data at defined locations once per quarter
	4. US3 will provide periodic maintenance and calibration of all equipment to ensure uninterrupted data collection for the duration of the project including:
	a. Depth and velocity verifications;
	b. Checking/measuring any buildup of silt levels;
	c. Inspection of all points of connection;
	d. Measuring power supply and battery replacement (if needed);
	e. Responding to instrument failure.
	5. Provide both class and field training for sampling/flow monitoring to accepted engineering and regulatory principles.
	Discussion of the process and equipment used;

## City of Fernando

	<p>b. Description of site investigation and monitor calibration against City provided flow records;</p> <p>c. Discussion of installation including a flow site inventory table located on website with:</p> <p>i. Meter site number</p> <p>ii. City's Manhole ID number iii. Site description or address iv. Pipe diameter</p> <p>v. Dates installed and removed vi. Low flow rates in mgd</p> <p>vii. Average daily flow rates in mgd viii. Peak flow rates in mgd</p> <p>ix. Average velocity in ft/sec x. Average depth in inches;</p> <p>d. Discussion of monitoring and maintenance procedures;</p>
One crew by US3, one day	<p>7. Remove flow / sampling monitoring and associated hardware; restore utilities to their original configuration at the end of monitoring period.</p> <p>8. All data collected shall become the property of City of Fernando.</p>

City of Fernando

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**Sampling Custody Transfer Procedure**

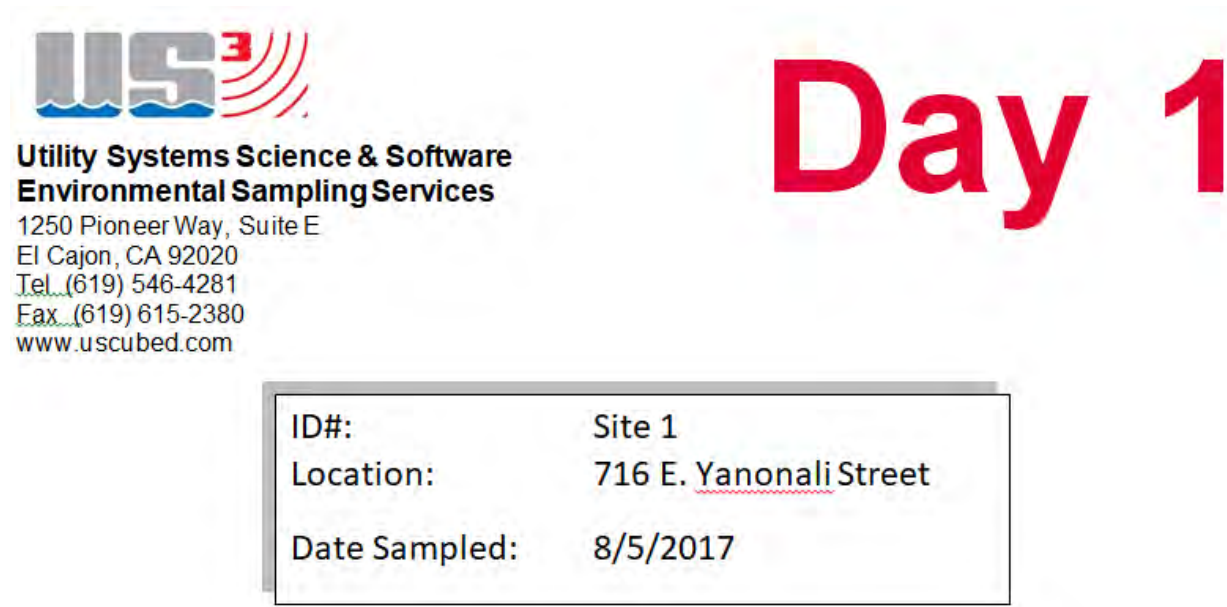
Wastewater sampling will be performed using ISCO/Hach Samplers. The Methods and Procedures listed:

1. Lab will provide prepared lidded sample jars and sample labels for the sample jars (new).
2. When the 24-hour sampling has concluded, US3 will remove the sample jar from the unit, lid the sample jar, wipe dry the outside of the sample jar, affix the sample label to the sample jar, and initial and date the sample label
3. US3 will pack the lidded and labeled sample jar in ice (the sample will remain packed in ice from the time that it is collected to the time that it is accepted by the Lab representative).
4. The sample will be preserved by US3. US3 will return the labeled and lidded sample jar to the Lab.
5. When on-site, US3 will call Lab representative to assure they are ready for acceptance.
6. US3 will transfer custody of the labeled and lidded sample jar to Lab representative.
7. The sample temperature will be measured by a digital thermometer located in the sample receiving room.
8. Lab representative will take custody of the sample jar and log it in along with the sample temperature and the Lab representative will also print a chain of custody form after the sample is logged in.
9. US3 and Lab representative will sign the Chain of Custody form.
10. The Lab representative will file the signed, original chain of custody form in a binder in the sample receiving area.



City of Fernando

## Typical Jar Label



Wastewater System Metering &amp; Sampling :

Project 5231A

Figure 1: Typical Jar Label

Parameter	Method	ATL-Code
pH	SM 4500H+B	150_4500H+B
Oxidation Reduction Potential*	SM 2580B	2580B
Alkalinity, Speciated	SM 2320B	310.1_2320B_Speciated
Oxygen, Dissolved*	SM 4500-O G	360.1_4500OG
Sulfide, Dissolved	SM 4500-S=D	376.2_4500S2-D_Dissolved
Biochemical Oxygen Demand*	SM 5210B	405.1_5210B_SUB

Figure 2: Example of Parameters to be monitored

## City of Fernando


 Utility Systems Science and Software Environmental Sampling Services				CHAIN OF CUSTODY RECORD											
1250 Pioneer Way, Suite E El Cajon, CA 9202				STANDARD											
Tel (619) 546-4281 ♦ Fax (619) 615-2380 ♦ www.uscubed.com				Page 1 Of 1											
CLIENT NAME:		PROJECT:		ANALYSES REQUESTED								SPECIAL HANDLING			
Public Works Department		Wastewater System Metering & Sampling										<input type="checkbox"/> Same Day Rush 150% <input checked="" type="checkbox"/> 24 Hour Rush 100% <input type="checkbox"/> 48-72 Hour Rush 75% <input type="checkbox"/> 4 - 5 Day Rush 30% <input type="checkbox"/> Rush Extractions 50% <input type="checkbox"/> 10 - 15 Business Days <input type="checkbox"/> QA/QC Data Package			
ADDRESS:		PHONE:										Charges will apply for weekends/holidays			
		FAX:										Method of Shipment: <u>Hand</u>			
		EMAIL:										COMMENTS: <u>Day One</u>			
PROJECT MANAGER:		SAMPLER:													
		ISCO 3710													
ID#	DATE SAMPLED	TIME SAMPLED	SMPL TYPE	SAMPLE IDENTIFICATION/SITE LOCATION	# OF CONT.										
Site 1	08/05/17	24 hr	ww		1										
Site 2	08/06/17	24 hr	ww		1										
Site 3	08/07/17	24 hr	ww		1										
Site 4	08/08/17	24 hr	ww		1										
Site 5	08/09/17	24 hr	ww		1										
Site 6	08/10/17	24 hr	ww		1										
Site 7	08/11/17	24 hr	ww		1										
Site 8	08/12/17	24 hr	ww		1										
Site 9	08/13/17	24 hr	ww		1										
Site 10	08/14/17	24 hr	ww	MH-F06-198	1										
Site 11	08/15/17	24 hr	ww		1										
Site 12	08/16/17	24 hr	ww		1										
Site 13	08/17/17	24 hr	ww		1										
RELINQUISHED BY		DATE / TIME		RECEIVED BY		SAMPLE CONDITION:				SAMPLE TYPE CODE:					
						Actual Temperature:				AQ=Aqueous NA= Non Aqueous SL = Sludge					
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Received On Ice				Y / N DW = Drinking Water					
						Preserved				Y / N <b>WW = Waste Water</b>					
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Evidence Seals Present				Y / N RW = Rain Water					
						Container Attached				Y / N GW = Ground Water					
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Preserved at Lab				Y / N SO = Soil					
										SW = Solid Waste					
										OL = Oil					
										OT = Other Matrix					
PRESCHEDULED RUSH ANALYSES WILL TAKE PRIORITY OVER UNSCHEDULED RUSH REQUESTS				SPECIAL REQUIREMENTS / BILLING INFORMATION											

Figure 3: Typical Log File for Custody Transfer

## City of Fernando

**Tab 5: Fee Proposal****US3 Cost Proposal****Sewer Flow Monitoring for 3 years**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 1 Sewer Flow Monitoring</b>					
	1	Flow Monitor per month	540	36	\$19,440
	1	Materials	inc	1	inc
	1	Temp Flow Meter Installation	inc	1	inc
	1	De-installation	inc	1	inc
<b>Sub-Total for 3 years</b>					<b>\$19,440</b>

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Extended</b>
<b>Task 2: Wastewater Sampling for 3 years</b>				
	4	Prepare HASP	inc	inc
	4	Validate ISCO Sampler	inc	inc
	4	Collect Sample	inc	inc
	4	Maintain Sampler	inc	inc
	4	Deliver Sample to Lab	Inc	inc
<b>Sub-Total for 3 years</b>				<b>\$14,400</b>

**Option: Additional Year Flow Monitoring**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 3 Sewer Flow Monitoring for Additional Year</b>					
	1	Flow Monitor per month	540	12 months	\$6,480
<b>Sub-Total for 1 year</b>					<b>\$6,480</b>

**Option: Additional Year for Wastewater Sampling**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Extended</b>
<b>Task 4: Wastewater Sampling per Quarter</b>				
4	Prepare HASP	inc		inc
4	Validate ISCO Sampler	inc		inc
4	Collect Sample	inc		inc
4	Maintain Sampler	inc		inc
4	Deliver Sample to Lab	Inc		inc
<b>Sub-Total for 1 year</b>				<b>\$4,800</b>

## TERMS & CONDITIONS

### 2020 MANPOWER CLASSIFICATION & RATES

CLASSIFICATION	HOURLY BILLING RATE
<u>ENGINEERING &amp; DESIGN</u>	
Associate Engineer I	82.00
Associate Engineer II	88.00
Engineer I	145.00
Senior Engineer	165.00
Project Engineer	165.00
Sr. Project Engineer	185.00
Project Manager	185.00

**Overtime:** Overtime is charged on all classifications, excluding Project Manager and Consultant, at the Hourly Billing Rate x 1.45. The Project Manager and Consultant are charged at the Hourly Billing Rate for all hours worked. Authorized hours worked over eight (8) hours per day, or over forty (40) hours per week, will be invoiced at 1.45 times the Hourly Billing Rate. Hours worked over twelve (12) hours per day; for all holiday hours; or on the seventh consecutive day will be invoiced at 1.85 times the hourly billing rate.

**Expenses:** Travel Expenses will be billed at cost.

Short-Term Assignments & Job Related Travel - Full expenses are charged in accordance with US3's Standard Travel Policy for short-term assignments of up to eight (8) weeks and job related travel. Expenses shall be submitted with receipts for reimbursement by the Client. Mileage is charged at \$0.50/mile.

Long-Term Assignments - A per diem rate of \$700.00 per week is charged as expense reimbursement for assignments of eight (8) weeks and longer.

**Materials and Supplies:** Material and supplies are invoiced at cost plus applicable taxes and freight plus a fifteen percent (15%) handling charge. Net 30 on all hardware with no retention.

**Equipment and Facilities:** Equipment will be invoiced in accordance with US3 Standard Rates plus applicable taxes and transportation charges plus fifteen percent (15%) handling charge. Included in this category are such items as jobsite trailers, jobsite facilities, test equipment and tools. When demand exceeds the current US3 inventory, equipment will be obtained from others. In such cases the representative lease/rental rates will supersede the US3 Standard Rates; however, taxes, transportation and the described markups are still applicable.

**Subcontracts:** A handling charge of fifteen percent (15%) will be applied to any Subcontractor's cost.

**City of Fernando**

**Insurance:** US3 maintains a comprehensive insurance program. The following levels of insurance are maintained:

- Workers' Compensation coverage according to Individual State Statutory laws.
- Comprehensive General Liability coverage in the amount of \$1,000,000 including Employer's Non-ownership Contingent Liability coverage.

**US3 shall furnish Certificate of Insurance upon request.**

**Invoicing & Payment Terms:**

Time And Material Contracts: US3 will invoice all contract and change order costs on a biweekly basis. Summaries of actual manhours charged by employee will be provided to support the invoice totals. Expenses, materials, supplies, reprographic services, equipment, facilities and subcontracts will be invoiced per the conditions stated above.

On Time and Material contracts with a not-to-exceed contract amount, US3 will notify the Owner/Client upon reaching a predetermined value of the contract so that the Owner/Client can make a contract value adjustment based on the Scope-of-Work remaining.

*Payment Terms are NET thirty (30) days.*

Lump Sum Projects: US3 will invoice all contracts and change orders based on an agreed upon percent complete of a predetermined contract price breakdown on a Lump Sum basis. The predetermined price breakdown categories would include, but not be limited to, such items as: project mobilization or initialization (35%); design; engineering; material received and stored on-site or off-site at US3 but not yet installed; documentation, training and startup. In addition, US3 will require payment for the hardware upon delivery.

*Retention is limited to 10% of the total contract price.*



**City of Fernando**

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Final Payment will be based upon completion and acceptance of the work performed and installed by US3 and is due upon acceptance.

*Payment Terms are NET thirty (30) days.*

**Rate Adjustment:** US3 Standard Rates are revised on December 31 of each calendar year to reflect any increase in legislated or commercial rates for employee burdens, benefits or business general and administrative costs.

**Limits of Liability:** US3 will not accept liability for consequential damages.

**Holidays:** The following holidays are normally observed by US3:

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

*US3 personnel on field assignments will observe holidays consistent with the Owner's policy.*



## PROFESSIONAL SERVICES AGREEMENT

### Utility Systems Science & Software, Inc. (US3) Wastewater Flow Monitoring and Sampling Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4<sup>th</sup> day of January 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Utility Systems Science & Software, Inc. (US3), (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 years (3) commencing from February 1, 2021. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extensions, 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 compensation schedule which is EXHIBIT B (hereinafter, the "Approved Rate Schedule").
    - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted
-

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 2 of 17

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aggregate sum of **FIFTY SIX THOUSAND – FOUR HUNDRED DOLLARS** (\$56,400) (hereinafter, the “Not-to-Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 3 of 17

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**II. PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Mark Serres, Vice President, 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**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 4 of 17

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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.

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 5 of 17

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

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 6 of 17

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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.



**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 7 of 17

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 8 of 17

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

**IV. INDEMNIFICATION**

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 9 of 17

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

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

**V. TERMINATION**

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 10 of 17

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 11 of 17

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

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 12 of 17

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waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 13 of 17

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**VI. MISCELLANEOUS PROVISIONS**

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

**CONSULTANT:**

US3  
601 Parkcenter Drive, Suite 209

**CITY:**

City of San Fernando  
Public Works Department



**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 14 of 17

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Santa Ana, CA 92705  
Attn: Mark Serres, Vice President  
Phone: 714-542-1004  
Fax: 714-542-1332  
Email: mark.serres@uscubed.com

117 Macneil Street  
San Fernando, CA 91340  
Attn: Director of Public Works  
Phone: (818) 898-1222  
Fax: (818) 361-6728

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

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 15 of 17

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Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 16 of 17

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or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

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

**(SIGNATURE PAGE TO FOLLOW)**

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 1973

**Wastewater Flow Monitoring and Sampling Services**Page 17 of 17

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

**CITY OF SAN FERNANDO****Utility Systems Science & Software, Inc.**

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

Nick Kimball, City Manager

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

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

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

**APPROVED AS TO FORM**

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

Richard Padilla, Assistant City  
Attorney



601 Parkcenter Dr. Suite 209  
Santa Ana, CA 92705  
Phone 714-542-1004 Fax: 714-542-1332

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November 9, 2020

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

Attention: Public Works Department

Subject: Wastewater Flow Monitoring and Sampling Services

Hello,

Attached you will find Utility Systems, Science and Software (US3) response to the City of Fernando Wastewater Flow Monitoring and Sampling Services. This proposal provides hardware, and software for flow monitoring and wastewater sampling at one location specified by City of Fernando. US3 will collect wastewater samples once per quarter, and manage and provide monthly data for the measurement station for a period of three (3) years with an option to add another two (2) years.

Specific advantages of selecting US3 include:

1. Full in-house capabilities for all project requirements.
2. Direct applicable experience with all components associated with wastewater monitoring services.
3. An excellent reputation for providing quality-engineering services within stipulated budgets and schedules.

If you have any questions or comments, please contact undersigned at 714-564-3494.

Sincerely,

*Mark Serres*

Mark Serres  
Vice President

***Request for Proposal***

***For***

**City of Fernando**

**Wastewater Flow Monitoring and Sampling Services**



601 N. Parkcenter Dr., Suite 209  
Santa Ana, CA 92705  
Phone: 714-542-1004 Fax: 714-542-1332

9314 Bond Ave. Suite A  
El Cajon, CA 9021  
Phone: 619-546-4281 Fax: 619-398-2380

[www.uscubed.com](http://www.uscubed.com)

[www.sewerflow.com](http://www.sewerflow.com)

[www.utility-iot.com](http://www.utility-iot.com)

***City of Fernando***  
***Wastewater Flow Monitoring and Sampling Services***  
***Proposal Index***

- Tab 1: Identification of Proposer
- Tab 2: Staffing Resources
- Tab 3: Experience and Technical Competence
- Tab 4: Proposed Method to Accomplish the Work
- Tab 5: Fee Proposal



**Tab 1: Identification of Proposer**

**US3** is a California Corporation **Federal ID No. 33-0729605** and qualifies as a Minority Business Enterprise. US3 has certified as an MBE with the California Public Utility Commission's authorized clearinghouse, **Verification Number: 97ES0008**.

**Name of Company:**

**Utility Systems Science & Software**

**Type of Company:**

Utility Systems Science and Software is a Corporation 03-0404434

DIR: 1000014022

Certified Minority Business Enterprise

Certified Small Business Enterprise

**Address:****Corporate Office**

601 N. Parkcenter Dr., Suite 209

Santa Ana, CA 92705

Phone: 714-542-1004 Fax: 714-542-1332

**Number of Employees**

Utility Systems Science & Software has over 80 employees as part of their parent company, Technology Resource Center (TRC).

**Name, Title, Address and Telephone numbers of persons to contact concerning the Proposal.****Mark Serres VP**

**Mark.serres@uscubed.com**

601 N. Parkcenter Dr., Suite 209

Santa Ana, CA 92705

Phone: 714-542-1004 Fax: 714-542-1332

**Tom Williams Engineering Manager**

**Tom.williams@uscubed.com**

9314 Bond Ave. Suite A

El Cajon, CA 9021

Phone: 619-546-4281 Fax: 619-398-2380

Supervisor. Available 24/7 via telephone.

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City of Fernando

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**Tab 2: Staffing Resources**

The fundamental objective is to provide city with the high-quality Services by utilizing advance-metering technologies factory certified from Hach Co. All Services will be completed per an agreed schedule. The Installations, Calibrations, Maintenance Services will be performed by US3 and is designed to provide City of Fernando with complete coverage with hardware, software and engineering. Thus, the Implementation Plan includes:

- Verify equipment installation/operation.
- Train City of Fernando staff up to 10 people with all necessary handouts.
- Gather information as a prelude to software/hardware maintenance.
- Examine system following with the designed format forms.
- Provide engineering/technical on-site support as needed to support the system.
- Provide with 24 hrs on-call response support.

**Key Personnel**

US3 possess all material, office and technical resources required to successfully maintain the system and provide skilled enhancements for City of Fernando. Primary in support of this effort will be the following personnel:

US3 possess all material, office and technical resources required to successfully monitor the system and provide skilled enhancements for City of Fernando. With over 60 engineers and technicians, US3 can easily provide the necessary resources to fully implement this project. Primary in support of this effort will be the following personnel:

**Mr. Mark Serres:** Mr. Serres is a degreed electrical engineer with over 25 years systems Fresh/Waste water systems, project management and systems

Integration experience in relation to complex industrial systems, this includes experience in industrial automation and water/waste water industries. Mr. Serres will be the primary point of contact for all technical issues for City of Fernando. Mr. Serres will also be responsible for assuring client satisfaction and will marshal the required resources to meet the project requirements.

**Mr. Thomas Williams:** Mr. Williams will be the City of Fernando Project Manager with over 15 years of complex systems development for wastewater monitoring system experience. This experience includes hydraulic compatibility, instrumentation, communications and analysis.

**Darlene Szczublewski, P.E.:** Mrs. Szczublewski has over ten years of engineering experience in flow monitoring related projects. She assisted in the review of flow meter data and the completion of several SSES and Capacity Analysis projects to meet Consent Decrees. Mrs. Szczublewski has completed numerous I/I-related studies for other clients as well.

Mrs. Szczublewski has developed numerous flow data analysis techniques to present a clear informative picture of flow responses to storm events. Her work also includes the development of training programs for clients describing I/I and capacity analysis methodologies.

## City of Fernando

### Mark Serres, MSEE

Mark Serres is an engineer with over 30 years of experience in fresh and wastewater systems, project management, and systems management. Mark has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

#### Years of Experience

30

#### Education

MS, Electrical and Electronic Engineering  
Heriot Watt, University  
Edinburgh, Scotland

BS, Electrical Engineering  
Heriot Watt University  
Edinburgh, Scotland

**Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling.** Project Manager for the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

**City of Santa Barbara Wastewater Monitoring and Water Quality Sampling.** This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24 hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

**City of Culver City Wastewater Monitoring and Sewer Planning** Project Manager for the monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems.

**City of Laguna Beach Sewer Planning and Wastewater Monitoring** Project Engineer for the planning, installation, and monitoring of 29 pump stations in the City of Laguna Beach. Tasks include: providing wastewater monitoring; installing an event notification system; assisting in the installation of a communication tower; providing pump station level monitoring; and planning and implementing a successful sewer study in several difficult pump station sites.

**City of Riverside Sewer Flow Monitoring Project** Project Engineer for the integration of a sewer flow monitoring system with a city-wide wireless telemetry network. Tasks include: installing wastewater event notification systems; providing system-wide sewer planning; wastewater monitoring; integrating a city-wide Supervisory Control and Data Acquisition (SCADA) system; installing a treatment plant metering system; and providing training to City staff for future wastewater monitoring.

**City of South Pasadena Wastewater Monitoring** Project Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

## City of Fernando

### Thomas Williams, BSEE, BSME, PE

Thomas Williams is an electrical and manufacturing engineer with over 24 years of experience in fresh and wastewater systems, project management, and systems management. Thomas is the Engineering Manager for US3. Thomas has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

**Years of Experience:** 24

#### Education

BSEE, Electrical Engineering  
Indiana University - Purdue University  
Fort Wayne  
BSME, Manufacturing Engineering  
Indiana University - Purdue University  
Fort Wayne

**Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling.** This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

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**City of Culver City Wastewater Monitoring and Sewer Planning** Project Manager for monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems; and providing Flo-ware training for City staff.

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## City of Fernando

### Constance “Darlene” Szczulewski, PE, QSD, LEED AP

Constance “Darlene” Szczulewski is an environmental engineer with over 12 years of experience as a civil engineer specializing in water resources and flow monitoring related projects. Darlene has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. Current on State Water Resources Control Board (SWRCB) and Regional Water Quality control Board (RWQCB) policies, new construction permit requirements, Total Maximum Daily Loads (TMDL) and related water quality objectives.

#### Years of Experience

12

#### Education

BS Environmental Engineering  
San Diego State University

CA Registered Civil Engineer  
NV Registered Civil Engineer

Developed innovative solutions for client construction and post-construction needs using current water quality regulations and Best Management Practices (BMPs). Prepared and delivered numerous presentations on Leadership and Energy and environmental Design (LEED) AND Low Impact Development (LID) water quality BMPs, incorporation cutting edge technology into project designs and plan sets. Her experiences include working with a wide range of projects from urban developments to rural master plan communities to government and public entities.

**Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling.** This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities . OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

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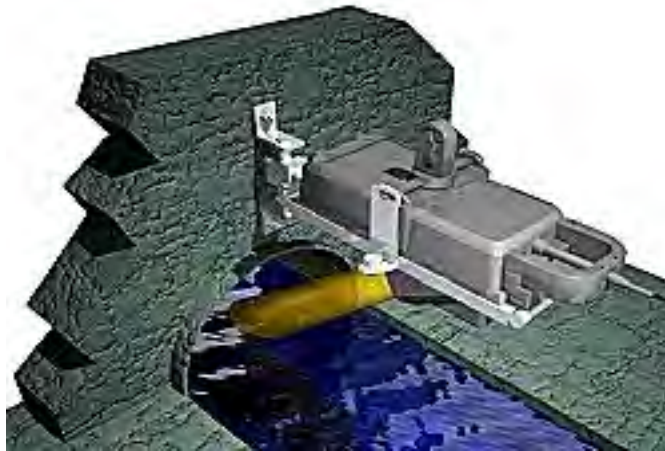
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## Tab 3: Experience and Technical Competence

Utility Systems, Science and Software, Inc. (**US3**), is the Water & Wastewater Division of Technology Resource Center (TRC), providing monitoring and control for Utilities since 1991.

**US3** is in the forefront of this industry by taking the proven technological approaches, developed in other high tech industries and applying them, to protect some of our most precious natural resources: our environment and our groundwater.

**US3** engineers and technical personnel have applied advanced instrumentation system technology to water/waste water open channel flow monitoring, pipeline evaluation, engineering, and data analysis, all coupled to the power of the Internet. This unique integrated systems approach allows the company to bring greater insight and intelligence gathering information about the water and waste water system performance of our clients, and in turn to support the fulfillment of their commitments to manage and cost effectively design, operate, and maintain these systems.

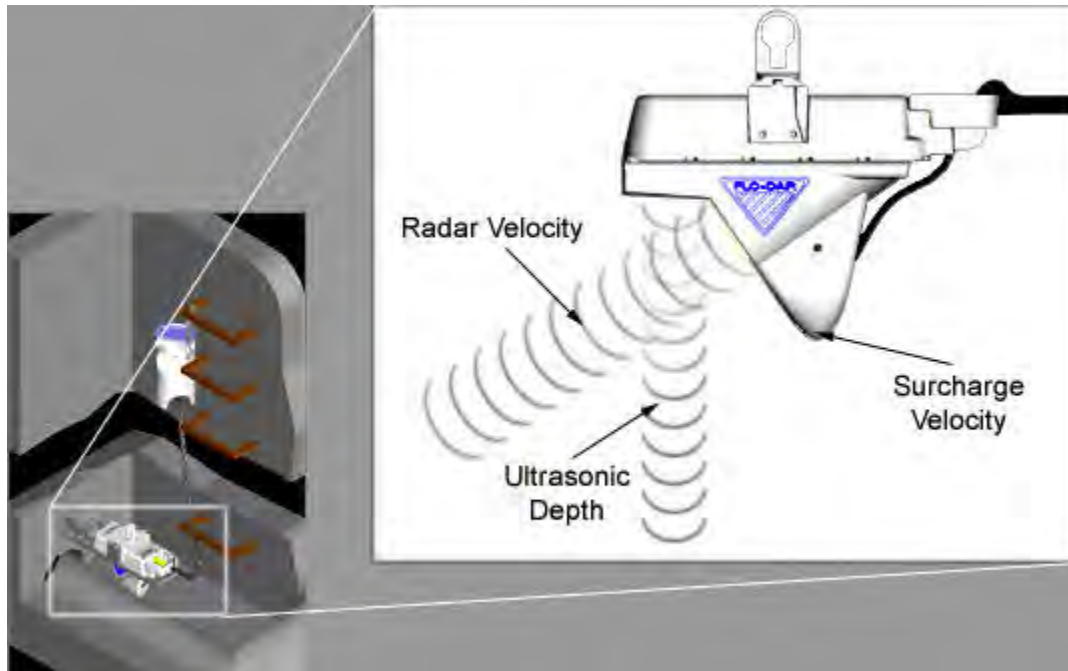




## City of Fernando

US3 will provide the proportional flow monitoring services and training for the City of Fernando as requested per RFP.

To increase the quality of the flow monitoring data, Utility Systems Science and Software (US3) will utilize Hach Flo-Dar sensors.



### Flo-Dar - Flow Meter for Sewers & Open Channels



The Flo-Dar Family of flowmeters provides a revolutionary approach to open channel and sewer flow monitoring. Flo-Dar combines digital doppler radar velocity sensing technology with ultrasonic pulse echo level sensing to remotely measure open channel flows.

Flo-Dar's unique non-contact measuring technology means trouble-free sewer flow monitoring. It even won the [Water Environment Federation's Innovative Technology Award](#)! Like all Marsh-McBirney products, Flo-Dar sets the standard for ease-of-use, accuracy, and reliability. Flo-Dar accuracy has been independently confirmed by Alden Labs as well as the satisfaction of thousands of Flo-Dar users.

**US<sup>3</sup>** is the leading sewer flow monitoring company in the USA, providing the highest level of service at the lowest cost. With over 500+ flow meters and calibrated proportional flow water samplers, US3 has the capability of providing City of Fernando the highest quality flow monitoring Services.

Additionally, **US<sup>3</sup>** supports Municipalities, Consulting Engineering firms and other water/waste water systems integrators by providing temporary technical services for engineering, software programming, and technical site maintenance and calibration site support work primarily in the Water and Waste Water industries.



## City of Fernando

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**US3** seeks to develop long term agreements with the afore mentioned industries, to provide temporary personnel services in support of their upgrade projects in water/waste water projects throughout the USA.

**US3** is focuses on those clients that have regulatory mandated, schedule driven projects, and where the budgets can accommodate high quality and outstanding technical services.

**US3**'s management has over 30 years experience in the startup and operation of specialty contract engineering services. The owners and management team are all professional and degreed engineers and have extensive experience in the application and implementation of Water/Waste Water and associated Process Control Projects.

A corporate goal of the organization from our Business Plan is to provide our customers with the best professional Engineering, Technician, and Software Programmer personnel available. To accomplish this, we at US3 consider our employees and perspective employees as our most valuable asset and recruit, qualify, and hire with the due diligence to assist our clients in the performance of their work and to assist US3 in developing the long term relationships which will lead to continued growth and profitability. We are currently working in several facilities throughout the USA and are selectively guiding the growth of our business into markets and areas where we can provide the highest quality value of service to our clients. Specific advantages of selecting US3 include:

- Full in-house capabilities for all engineering disciplines required for this project.
- Direct applicable experience with all components associated with telecommunication systems, including extensive water/wastewater experience.
- An excellent reputation for providing quality-engineering services within stipulated budgets and schedules.
- Engineering support for modifications or refinements to the system.
- Maintenance and Calibration Services
- Certified Confined Space Entry Service Crews
- Decades of experience in both flow monitoring and sampling systems.

Note: Should the designated flow monitoring site require Class 1, Div 1 explosion proof equipment, US3 will provide at no additional cost the necessary hardware for this type of installation. US3 will validate the existence of class 1, div 1 gas.
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## Related Services

Utility Systems Science & Software provides water/wastewater sampling for companies in the USA. The listed projects below include virtually every type of water/wastewater sampling.

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City of Fernando**Orange County Sanitation District**

## Wastewater Monitoring &amp; Sampling



Date: On-going  
Contact: Christie Shiang  
Process Engineering  
714-593-7499

1. Sewer Flow Monitoring Project.
2. Data Analysis
3. Custom Meter Installation.
4. Wastewater Sampling

**Goleta Sanitation District**

## Sampling and Analysis



Date: March 2019  
Contact: Rich von Langen  
714-488-1303

[Rvl\\_associates@earthlink.net](mailto:Rvl_associates@earthlink.net)

1. Collect representative and flow-proportional samples
2. Flow Monitoring
3. Collect Biosolids Samples and Cyanide Samples

---

## City of Fernando

### Culver City

Wireless Waste Water Monitoring, ENS, Sewer Planning, Lift Station Monitoring and Permanent Monitoring



Date: On-going

Contact: Gabe Garcia

Engineering & Information Technology  
310-253-5618

1. Flow Monitoring Project Integration of City Wide Wireless Telemetry Implementation of Wireless Communication Network
2. Waste Water Event Notification Systems
3. Pump Station Integration Projects
4. Sewer Flow Monitoring Training Projects
5. Repair and replace Pump Station Control System
6. Customer Meter Installation
7. Wastewater Sampling

### City of Riverside

System Wide Sewer Planning, Waste Water Monitoring, Wireless SCADA and Permanent Monitoring



Dates: On-going

Contact: Steve Amsden

SCADA Systems Supervisor  
951-351-6185

1. Sewer Flow Monitoring Project with Integration of City Wide Wireless Telemetry Network
2. Waste Water Event Notification System
3. City wide SCADA Integration
4. Wastewater Monitoring Training
5. Treatment Plant Meter Installation

City of Fernando

## City of Santa Barbara

### Wastewater Monitoring and Water Quality



Contact: Bradley Rahrer, P.E.  
Project Engineer  
805-560-7531

1. Provide water sampling on 24 hour sample daily basis
2. Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

---

City of Fernando**Project Specific Experience****Goleta Sanitary District Sampling and Analysis**

- a) Role of the firm: US3 provides proportional flow monitoring for wastewater sampling.
- b) Value of Service: \$57,356.00
- c) Value of Fee:
- d) Description of Services: Proportional flow monitoring for wastewater sampling.
- e) Staffing: 3 Technicians.
- f) Duration: 9 days
- g) Relationship to client
- h) Contact Information:
  - Rich von Langen, P.E
  - RvL Associates
  - 714-488-1303
  - [RvL\\_associates@earthlink.net](mailto:RvL_associates@earthlink.net)

**Orange County Sanitation District Sampling**

- a) Role of the firm: US3 provides proportional flow monitoring for wastewater sampling.
- b) Value: On-going.
- c) Description of Services: Proportional flow monitoring for wastewater sampling
- d) Staffing: 3 Technicians.
- e) Duration: On-going
- f) Relationship to client: Contract
- g) Contact Information: 714-593-7499

**Culver City Sampling**

- a) Role of the firm: US3 provides wastewater sampling.
- b) Value: \$185,256.00
- c) Description of Services: Wastewater sampling
- d) Staffing: 1
- e) Duration: 5 years
- f) Relationship to client: Contract
- g) Contact Information: 310-253-5618

## City of Fernando

**Tab 4: Proposed Method to Accomplish the Work****Work Plan Data Availability & Quality Assurance**

US3 understands that City of Fernando has a goal to sample lift stations, residential area manholes, industrial users and deliver samples to the laboratory for analysis, and conduct both classroom and field sampling instruction activities.

	<b>Scope of Services/Project Deliverables</b>
<b>Anticipated Time</b>	
	1. Provide all necessary calibrated water/wastewater sampling and flow monitoring equipment. US3 shall have full responsibility of its employee's safety and providing appropriate safety equipment.
Four hours per month	2. Install sampling/flow monitoring equipment at the locations specified by City of Fernando staff and provide the following:
	a. In-situ calibration of sampling/flow instruments to observed site conditions; b. Manually confirm depth and velocity measurement of each monitor; c. Configure instruments for fifteen (15) minute data collection intervals with proportional flow/sample monitoring per (this is configurable to say 1, 5, 10, etc.)
Field train City water/wastewater technicians	
Per Quarter	3. Collect simultaneous sample/flow data at defined locations once per quarter
	4. US3 will provide periodic maintenance and calibration of all equipment to ensure uninterrupted data collection for the duration of the project including:
	a. Depth and velocity verifications; b. Checking/measuring any buildup of silt levels; c. Inspection of all points of connection; d. Measuring power supply and battery replacement (if needed); e. Responding to instrument failure.
	5. Provide both class and field training for sampling/flow monitoring to accepted engineering and regulatory principles.
	Discussion of the process and equipment used;

## City of Fernando

	<ul style="list-style-type: none"> <li>b. Description of site investigation and monitor calibration against City provided flow records;</li> <li>c. Discussion of installation including a flow site inventory table located on website with:               <ul style="list-style-type: none"> <li>i. Meter site number</li> <li>ii. City's Manhole ID number</li> <li>iii. Site description or address</li> <li>iv. Pipe diameter</li> <li>v. Dates installed and removed</li> <li>vi. Low flow rates in mgd</li> <li>vii. Average daily flow rates in mgd</li> <li>viii. Peak flow rates in mgd</li> <li>ix. Average velocity in ft/sec</li> <li>x. Average depth in inches;</li> </ul> </li> <li>d. Discussion of monitoring and maintenance procedures;</li> </ul>
One crew by US3, one day	<ul style="list-style-type: none"> <li>7. Remove flow / sampling monitoring and associated hardware; restore utilities to their original configuration at the end of monitoring period.</li> </ul>
	<ul style="list-style-type: none"> <li>8. All data collected shall become the property of City of Fernando.</li> </ul>



## City of Fernando

**Sampling Custody Transfer Procedure**

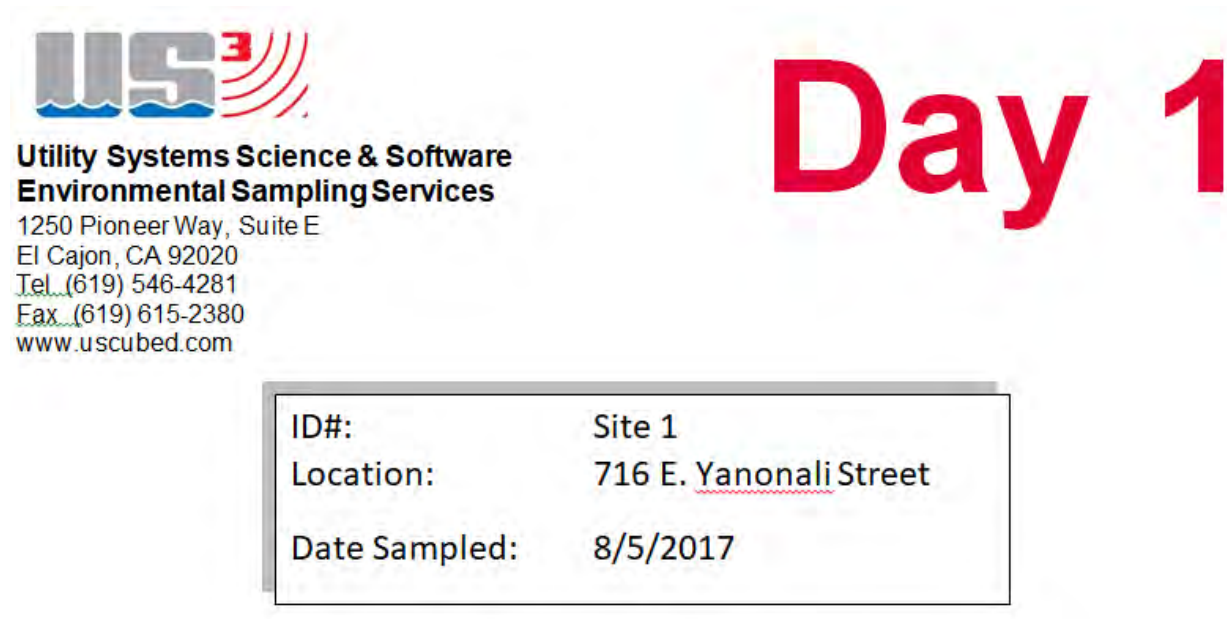
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Wastewater sampling will be performed using ISCO/Hach Samplers. The Methods and Procedures listed:

1. Lab will provide prepared lidded sample jars and sample labels for the sample jars (new).
2. When the 24-hour sampling has concluded, US3 will remove the sample jar from the unit, lid the sample jar, wipe dry the outside of the sample jar, affix the sample label to the sample jar, and initial and date the sample label
3. US3 will pack the lidded and labeled sample jar in ice (the sample will remain packed in ice from the time that it is collected to the time that it is accepted by the Lab representative).
4. The sample will be preserved by US3. US3 will return the labeled and lidded sample jar to the Lab.
5. When on-site, US3 will call Lab representative to assure they are ready for acceptance.
6. US3 will transfer custody of the labeled and lidded sample jar to Lab representative.
7. The sample temperature will be measured by a digital thermometer located in the sample receiving room.
8. Lab representative will take custody of the sample jar and log it in along with the sample temperature and the Lab representative will also print a chain of custody form after the sample is logged in.
9. US3 and Lab representative will sign the Chain of Custody form.
10. The Lab representative will file the signed, original chain of custody form in a binder in the sample receiving area.

## City of Fernando

## Typical Jar Label




Wastewater System Metering &amp; Sampling :

Project 5231A

Figure 1: Typical Jar Label

Parameter	Method	ATL-Code
pH	SM 4500H+B	150_4500H+B
Oxidation Reduction Potential*	SM 2580B	2580B
Alkalinity, Speciated	SM 2320B	310.1_2320B_Speciated
Oxygen, Dissolved*	SM 4500-O G	360.1_4500OG
Sulfide, Dissolved	SM 4500-S=D	376.2_4500S2-D_Dissolved
Biochemical Oxygen Demand*	SM 5210B	405.1_5210B_SUB

Figure 2: Example of Parameters to be monitored

		Utility Systems Science and Software Environmental Sampling Services		<h1>CHAIN OF CUSTODY RECORD</h1>															
1250 Pioneer Way, Suite E El Cajon, CA 9202 Tel (619) 546-4281 ♦ Fax (619) 615-2380 ♦ www.uscubed.com				<b>STANDARD</b>															
CLIENT NAME:  <b>Public Works Department</b>		PROJECT:  <b>Wastewater System Metering &amp; Sampling</b>		ANALYSES REQUESTED								SPECIAL HANDLING							
ADDRESS:  		PHONE: FAX: EMAIL:		Empty cells for analyses requested								<input type="checkbox"/> Same Day Rush 150% <input checked="" type="checkbox"/> 24 Hour Rush 100% <input type="checkbox"/> 48-72 Hour Rush 75% <input type="checkbox"/> 4 - 5 Day Rush 30% <input type="checkbox"/> Rush Extractions 50% <input type="checkbox"/> 10 - 15 Business Days <input type="checkbox"/> QA/QC Data Package							
PROJECT MANAGER		SAMPLER <b>ISCO 3710</b>										Charges will apply for weekends/holidays							
												Method of Shipment: <b>Hand</b>							
COMMENTS: <b>Day One</b>																			
ID#	DATE SAMPLED	TIME SAMPLED	SAMPL TYPE	SAMPLE IDENTIFICATION/SITE LOCATION	# OF CONT.														
Site 1	08/05/17	24 hr	ww		1														
Site 2	08/06/17	24 hr	ww		1														
Site 3	08/07/17	24 hr	ww		1														
Site 4	08/08/17	24 hr	ww		1														
Site 5	08/09/17	24 hr	ww		1														
Site 6	08/10/17	24 hr	ww		1														
Site 7	08/11/17	24 hr	ww		1														
Site 8	08/12/17	24 hr	ww		1														
Site 9	08/13/17	24 hr	ww		1														
Site 10	08/14/17	24 hr	ww	MH-F06-198	1														
Site 11	08/15/17	24 hr	ww		1														
Site 12	08/16/17	24 hr	ww		1														
Site 13	08/17/17	24 hr	ww		1														
RELINQUISHED BY		DATE / TIME		RECEIVED BY		SAMPLE CONDITION:				SAMPLE TYPE CODE:									
						Actual Temperature:				AQ=Aqueous NA= Non Aqueous SL = Sludge DW = Drinking Water Y / N <b>WW = Waste Water</b> Y / N <b>RW = Rain Water</b> Y / N <b>GW = Ground Water</b> SO = Soil SW = Solid Waste OL = Oil OT = Other Matrix									
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Received On Ice				Y / N									
						Preserved				Y / N									
						Evidence Seals Present				Y / N									
						Container Attacked				Y / N									
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Preserved at Lab				Y / N									
PRESCHEDULED RUSH ANALYSES WILL TAKE PRIORITY OVER UNSCHEDULED RUSH REQUESTS				SPECIAL REQUIREMENTS / BILLING INFORMATION															

### Figure 3: Typical Log File for Custody Transfer

## City of Fernando

**Tab 5: Fee Proposal*****US3 Cost Proposal*****Sewer Flow Monitoring for 3 years**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 1 Sewer Flow Monitoring</b>					
	1	Flow Monitor per month	540	36	\$19,440
	1	Materials	inc	1	inc
	1	Temp Flow Meter Installation	inc	1	inc
	1	De-installation	inc	1	inc
<b>Sub-Total for 3 years</b>					<b>\$19,440</b>

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 2: Wastewater Sampling for 3 years</b>					
	4	Prepare HASP	inc		inc
	4	Validate ISCO Sampler	inc		inc
	4	Collect Sample	inc		inc
	4	Maintain Sampler	inc		inc
	4	Deliver Sample to Lab	Inc		inc
<b>Sub-Total for 3 years</b>					<b>\$14,400</b>

**Option: Additional Year Flow Monitoring**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 3 Sewer Flow Monitoring for Additional Year</b>					
	1	Flow Monitor per month	540	12 months	\$6,480
<b>Sub-Total for 1 year</b>					<b>\$6,480</b>

## City of Fernando

**Option: Additional Year for Wastewater Sampling**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Extended</b>
<b>Task 4: Wastewater Sampling per Quarter</b>				
4	Prepare HASP	inc		inc
4	Validate ISCO Sampler	inc		inc
4	Collect Sample	inc		inc
4	Maintain Sampler	inc		inc
4	Deliver Sample to Lab	Inc		inc
<b>Sub-Total for 1 year</b>				<b>\$4,800</b>

## TERMS & CONDITIONS

### 2020 MANPOWER CLASSIFICATION & RATES

CLASSIFICATION	HOURLY BILLING RATE
<u>ENGINEERING &amp; DESIGN</u>	
Associate Engineer I	82.00
Associate Engineer II	88.00
Engineer I	145.00
Senior Engineer	165.00
Project Engineer	165.00
Sr. Project Engineer	185.00
Project Manager	185.00

**Overtime:** Overtime is charged on all classifications, excluding Project Manager and Consultant, at the Hourly Billing Rate x 1.45. The Project Manager and Consultant are charged at the Hourly Billing Rate for all hours worked. Authorized hours worked over eight (8) hours per day, or over forty (40) hours per week, will be invoiced at 1.45 times the Hourly Billing Rate. Hours worked over twelve (12) hours per day; for all holiday hours; or on the seventh consecutive day will be invoiced at 1.85 times the hourly billing rate.

**Expenses:** Travel Expenses will be billed at cost.

Short-Term Assignments & Job Related Travel - Full expenses are charged in accordance with US3's Standard Travel Policy for short-term assignments of up to eight (8) weeks and job related travel. Expenses shall be submitted with receipts for reimbursement by the Client. Mileage is charged at \$0.50/mile.

Long-Term Assignments - A per diem rate of \$700.00 per week is charged as expense reimbursement for assignments of eight (8) weeks and longer.

**Materials and Supplies:** Material and supplies are invoiced at cost plus applicable taxes and freight plus a fifteen percent (15%) handling charge. Net 30 on all hardware with no retention.

**Equipment and Facilities:** Equipment will be invoiced in accordance with US3 Standard Rates plus applicable taxes and transportation charges plus fifteen percent (15%) handling charge. Included in this category are such items as jobsite trailers, jobsite facilities, test equipment and tools. When demand exceeds the current US3 inventory, equipment will be obtained from others. In such cases the representative lease/rental rates will supersede the US3 Standard Rates; however, taxes, transportation and the described markups are still applicable.

**Subcontracts:** A handling charge of fifteen percent (15%) will be applied to any Subcontractor's cost.

## City of Fernando

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**Insurance:** US3 maintains a comprehensive insurance program. The following levels of insurance are maintained:

- Workers' Compensation coverage according to Individual State Statutory laws.
- Comprehensive General Liability coverage in the amount of \$1,000,000 including Employer's Non-ownership Contingent Liability coverage.

**US3 shall furnish Certificate of Insurance upon request.**

**Invoicing & Payment Terms:**

Time And Material Contracts: US3 will invoice all contract and change order costs on a biweekly basis. Summaries of actual manhours charged by employee will be provided to support the invoice totals. Expenses, materials, supplies, reprographic services, equipment, facilities and subcontracts will be invoiced per the conditions stated above.

On Time and Material contracts with a not-to-exceed contract amount, US3 will notify the Owner/Client upon reaching a predetermined value of the contract so that the Owner/Client can make a contract value adjustment based on the Scope-of-Work remaining.

*Payment Terms are NET thirty (30) days.*

Lump Sum Projects: US3 will invoice all contracts and change orders based on an agreed upon percent complete of a predetermined contract price breakdown on a Lump Sum basis. The predetermined price breakdown categories would include, but not be limited to, such items as: project mobilization or initialization (35%); design; engineering; material received and stored on-site or off-site at US3 but not yet installed; documentation, training and startup. In addition, US3 will require payment for the hardware upon delivery.

*Retention is limited to 10% of the total contract price.*



## City of Fernando

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Final Payment will be based upon completion and acceptance of the work performed and installed by US3 and is due upon acceptance.

*Payment Terms are NET thirty (30) days.*

**Rate Adjustment:** US3 Standard Rates are revised on December 31 of each calendar year to reflect any increase in legislated or commercial rates for employee burdens, benefits or business general and administrative costs.

**Limits of Liability:** US3 will not accept liability for consequential damages.

**Holidays:** The following holidays are normally observed by US3:

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

*US3 personnel on field assignments will observe holidays consistent with the Owner's policy.*



601 Parkcenter Dr. Suite 209  
Santa Ana, CA 92705  
Phone 714-542-1004 Fax: 714-542-1332

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November 9, 2020

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

Attention: Public Works Department

Subject: Wastewater Flow Monitoring and Sampling Services

Hello,

Attached you will find Utility Systems, Science and Software (US3) response to the City of San Fernando Wastewater Flow Monitoring and Sampling Services. This proposal provides hardware, and software for flow monitoring and wastewater sampling at one location specified by City of San Fernando. US3 will collect wastewater samples once per quarter, and manage and provide monthly data for the measurement station for a period of three (3) years with an option to add another two (2) years.

Specific advantages of selecting US3 include:

1. Full in-house capabilities for all project requirements.
2. Direct applicable experience with all components associated with wastewater monitoring services.
3. An excellent reputation for providing quality-engineering services within stipulated budgets and schedules.

If you have any questions or comments, please contact undersigned at 714-564-3494.

Sincerely,

*Mark Serres*

Mark Serres  
Vice President

***Request for Proposal***

***For***

**City of San Fernando**

**Wastewater Flow Monitoring and Sampling Services**



601 N. Parkcenter Dr., Suite 209  
Santa Ana, CA 92705  
Phone: 714-542-1004 Fax: 714-542-1332

9314 Bond Ave. Suite A  
El Cajon, CA 9021  
Phone: 619-546-4281 Fax: 619-398-2380

[www.uscubed.com](http://www.uscubed.com)

[www.sewerflow.com](http://www.sewerflow.com)

[www.utility-iot.com](http://www.utility-iot.com)

***City of San Fernando***  
***Wastewater Flow Monitoring and Sampling Services***  
***Proposal Index***

- Tab 1: Identification of Proposer
- Tab 2: Staffing Resources
- Tab 3: Experience and Technical Competence
- Tab 4: Proposed Method to Accomplish the Work
- Tab 5: Fee Proposal

**Tab 1: Identification of Proposer**

**US3** is a California Corporation **Federal ID No. 33-0729605** and qualifies as a Minority Business Enterprise. US3 has certified as an MBE with the California Public Utility Commission's authorized clearinghouse, **Verification Number: 97ES0008**.

**Name of Company:**

**Utility Systems Science & Software**

**Type of Company:**

Utility Systems Science and Software is a Corporation 03-0404434

DIR: 1000014022

Certified Minority Business Enterprise

Certified Small Business Enterprise

**Address:****Corporate Office**

601 N. Parkcenter Dr., Suite 209

Santa Ana, CA 92705

Phone: 714-542-1004 Fax: 714-542-1332

**Number of Employees**

Utility Systems Science & Software has over 80 employees as part of their parent company, Technology Resource Center (TRC).

**Name, Title, Address and Telephone numbers of persons to contact concerning the Proposal.****Mark Serres VP**

**Mark.serres@uscubed.com**

601 N. Parkcenter Dr., Suite 209

Santa Ana, CA 92705

Phone: 714-542-1004 Fax: 714-542-1332

**Tom Williams Engineering Manager**

**Tom.williams@uscubed.com**

9314 Bond Ave. Suite A

El Cajon, CA 9021

Phone: 619-546-4281 Fax: 619-398-2380

Supervisor. Available 24/7 via telephone.

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City of San Fernando**Tab 2: Staffing Resources**

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The fundamental objective is to provide city with the high-quality Services by utilizing advance-metering technologies factory certified from Hach Co. All Services will be completed per an agreed schedule. The Installations, Calibrations, Maintenance Services will be performed by US3 and is designed to provide City of San Fernando with complete coverage with hardware, software and engineering. Thus, the Implementation Plan includes:

- Verify equipment installation/operation.
- Train City of San Fernando staff up to 10 people with all necessary handouts.
- Gather information as a prelude to software/hardware maintenance.
- Examine system following with the designed format forms.
- Provide engineering/technical on-site support as needed to support the system.
- Provide with 24 hrs on-call response support.

**Key Personnel**

US3 possess all material, office and technical resources required to successfully maintain the system and provide skilled enhancements for City of San Fernando. Primary in support of this effort will be the following personnel:

US3 possess all material, office and technical resources required to successfully monitor the system and provide skilled enhancements for City of San Fernando. With over 60 engineers and technicians, US3 can easily provide the necessary resources to fully implement this project. Primary in support of this effort will be the following personnel:

**Mr. Mark Serres:** Mr. Serres is a degreed electrical engineer with over 25 years systems Fresh/Waste water systems, project management and systems

Integration experience in relation to complex industrial systems, this includes experience in industrial automation and water/waste water industries. Mr. Serres will be the primary point of contact for all technical issues for City of San Fernando. Mr. Serres will also be responsible for assuring client satisfaction and will marshal the required resources to meet the project requirements.

**Mr. Thomas Williams:** Mr. Williams will be the City of San Fernando Project Manager with over 15 years of complex systems development for wastewater monitoring system experience. This experience includes hydraulic compatibility, instrumentation, communications and analysis.

**Darlene Szczublewski, P.E.:** Mrs. Szczublewski has over ten years of engineering experience in flow monitoring related projects. She assisted in the review of flow meter data and the completion of several SSES and Capacity Analysis projects to meet Consent Decrees. Mrs. Szczublewski has completed numerous I/I-related studies for other clients as well.

Mrs. Szczublewski has developed numerous flow data analysis techniques to present a clear informative picture of flow responses to storm events. Her work also includes the development of training programs for clients describing I/I and capacity analysis methodologies.

## City of San Fernando

### Mark Serres, MSEE

Mark Serres is an engineer with over 30 years of experience in fresh and wastewater systems, project management, and systems management. Mark has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

#### Years of Experience

30

#### Education

MS, Electrical and Electronic Engineering  
Heriot Watt, University  
Edinburgh, Scotland

BS, Electrical Engineering  
Heriot Watt University  
Edinburgh, Scotland

**Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling.** Project Manager for the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

**City of Santa Barbara Wastewater Monitoring and Water Quality Sampling.** This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24 hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

**City of Culver City Wastewater Monitoring and Sewer Planning** Project Manager for the monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems.

**City of Laguna Beach Sewer Planning and Wastewater Monitoring** Project Engineer for the planning, installation, and monitoring of 29 pump stations in the City of Laguna Beach. Tasks include: providing wastewater monitoring; installing an event notification system; assisting in the installation of a communication tower; providing pump station level monitoring; and planning and implementing a successful sewer study in several difficult pump station sites.

**City of Riverside Sewer Flow Monitoring Project** Project Engineer for the integration of a sewer flow monitoring system with a city-wide wireless telemetry network. Tasks include: installing wastewater event notification systems; providing system-wide sewer planning; wastewater monitoring; integrating a city-wide Supervisory Control and Data Acquisition (SCADA) system; installing a treatment plant metering system; and providing training to City staff for future wastewater monitoring.

**City of South Pasadena Wastewater Monitoring** Project Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.



## City of San Fernando

### Thomas Williams, BSEE, BSME, PE

Thomas Williams is an electrical and manufacturing engineer with over 24 years of experience in fresh and wastewater systems, project management, and systems management. Thomas is the Engineering Manager for US3. Thomas has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. His project capabilities include GIS data collection, development, and maintenance; sanitary sewer Capacity, Management, Operations, and Maintenance (CMOM) programs; wastewater collection, conveyance, treatment, and discharge facility design and permitting; and combined and sanitary gravity sewer modeling.

**Years of Experience:** 24

#### Education

BSEE, Electrical Engineering  
Indiana University - Purdue University  
Fort Wayne  
BSME, Manufacturing Engineering  
Indiana University - Purdue University  
Fort Wayne

**Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling.** This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities. OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

**City of Santa Barbara Wastewater Monitoring and Water Quality Sampling.** This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24 hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results. .

**City of Culver City Wastewater Monitoring and Sewer Planning** Project Manager for monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems; and providing Flo-ware training for City staff.

**City of Laguna Beach Sewer Planning and Wastewater Monitoring** Project Manager for the planning, installation, and monitoring of 29 pump stations in the City of Laguna Beach. Tasks include: providing wastewater monitoring; installing an event notification system; assisting in the installation of a communication tower; providing pump station level monitoring; and planning and implementing a successful sewer study in several difficult pump station sites.

**City of Riverside Sewer Flow Monitoring Project** Project Manager for the integration of a sewer flow monitoring system with a city-wide wireless telemetry network. Tasks include: installing wastewater event notification systems; providing system-wide sewer planning; wastewater monitoring; integrating a city-wide Supervisory Control and Data Acquisition (SCADA) system; installing a treatment plant metering system; and providing training to City staff for future wastewater monitoring.

**City of South Pasadena Wastewater Monitoring** Project Manager for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

## City of San Fernando

### Constance “Darlene” Szczulewski, PE, QSD, LEED AP

Constance “Darlene” Szczulewski is an environmental engineer with over 12 years of experience as a civil engineer specializing in water resources and flow monitoring related projects. Darlene has integration experience in relation to complex industrial systems, including experience in industrial automation and water/wastewater industries. Current on State Water Resources Control Board (SWRCB) and Regional Water Quality control Board (RWQCB) policies, new construction permit requirements, Total Maximum Daily Loads (TMDL) and related water quality objectives.

#### Years of Experience

12

#### Education

BS Environmental Engineering  
San Diego State University

CA Registered Civil Engineer  
NV Registered Civil Engineer

Developed innovative solutions for client construction and post-construction needs using current water quality regulations and Best Management Practices (BMPs). Prepared and delivered numerous presentations on Leadership and Energy and environmental Design (LEED) AND Low Impact Development (LID) water quality BMPs, incorporation cutting edge technology into project designs and plan sets. Her experiences include working with a wide range of projects from urban developments to rural master plan communities to government and public entities.

**Orange County Sanitation District Wastewater Monitoring and Water Quality Sampling.** This includes the Local Limits project and HATS projects. OCSD Metered Flow to IRWD Facilities . OCSD Collections installed temporary flow meters at all connections to the HATS for a period of 14 days every year, on the anniversary of the connection, or as requested by CSD. The total of the actual meter readings from these temporary meters will be deducted from the total meter readings at the Main Street Pump Station for each month flow is received from OCSD into the HATS.

**City of Santa Barbara Wastewater Monitoring and Water Quality Sampling.** This includes the Flow Monitoring and Wastewater Sampling at eleven locations. Water sampling analysis was provided by US3 on 24 hour sample daily basis. US3 will provided all C31 traffic control per Cal-Trans Methods & Procedures. All Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results. .

**City of Culver City Wastewater Monitoring and Sewer Planning** Civil Engineer for monitoring and planning Services for a seven pump station integration and flow monitoring project for the City of Culver City. Tasks included: providing wastewater monitoring, preparing and replacing pump station control system at two sites; installing a custom metering system; providing flow monitoring for the integration of a city-wide wireless telemetry implementation of a wireless communication network; installing wastewater event notification systems; and providing Floware training for City staff.

**City of Riverside Sewer Flow Monitoring Project** Civil Engineer for the integration of a sewer flow monitoring system with a city-wide wireless telemetry network. Tasks include: installing wastewater event notification systems; providing system-wide sewer planning; wastewater monitoring; integrating a city-wide Supervisory Control and Data Acquisition (SCADA) system; installing a treatment plant metering system; and providing training to City staff for future wastewater monitoring.

**City of South Pasadena Wastewater Monitoring** Civil Engineer for a wireless sewer flow monitoring project in the City of South Pasadena. Tasks include installing a custom metering system, analyzing wastewater for inflow and infiltration, and training City staff on the operation and maintenance of the wastewater monitoring system.

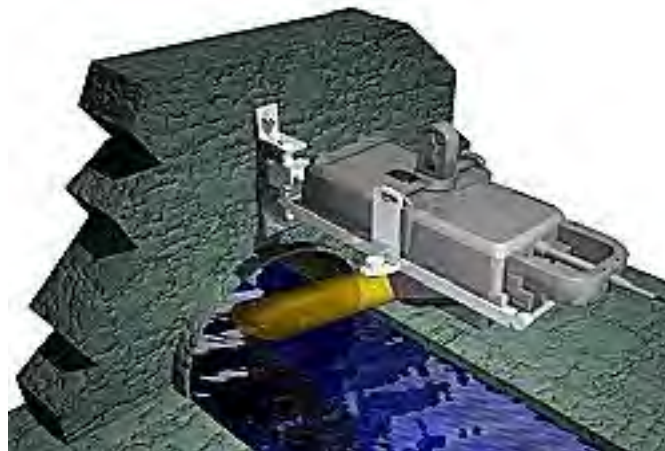
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**Tab 3: Experience and Technical Competence**

Utility Systems, Science and Software, Inc. (**US3**), is the Water & Wastewater Division of Technology Resource Center (TRC), providing monitoring and control for Utilities since 1991.

**US3** is in the forefront of this industry by taking the proven technological approaches, developed in other high tech industries and applying them, to protect some of our most precious natural resources: our environment and our groundwater.

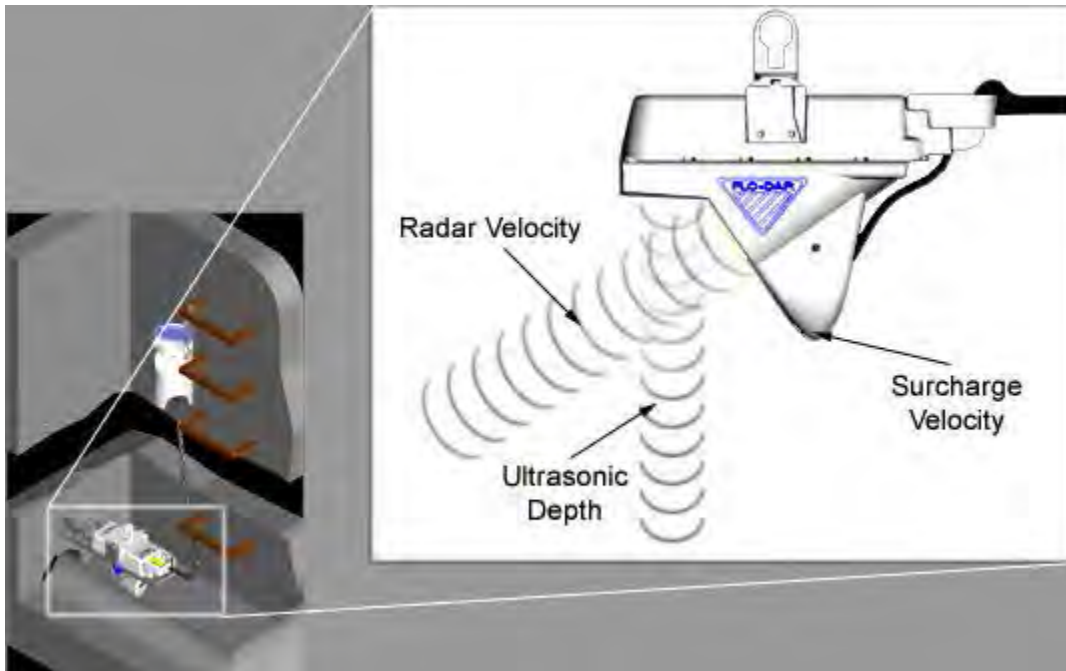
**US3** engineers and technical personnel have applied advanced instrumentation system technology to water/waste water open channel flow monitoring, pipeline evaluation, engineering, and data analysis, all coupled to the power of the Internet. This unique integrated systems approach allows the company to bring greater insight and intelligence gathering information about the water and waste water system performance of our clients, and in turn to support the fulfillment of their commitments to manage and cost effectively design, operate, and maintain these systems.



## City of San Fernando

US3 will provide the proportional flow monitoring services and training for the City of San Fernando as requested per RFP.

To increase the quality of the flow monitoring data, Utility Systems Science and Software (US3) will utilize Hach Flo-Dar sensors.



### Flo-Dar - Flow Meter for Sewers & Open Channels



The Flo-Dar Family of flowmeters provides a revolutionary approach to open channel and sewer flow monitoring. Flo-Dar combines digital doppler radar velocity sensing technology with ultrasonic pulse echo level sensing to remotely measure open channel flows.

Flo-Dar's unique non-contact measuring technology means trouble-free sewer flow monitoring. It even won the [Water Environment Federation's Innovative Technology Award](#)! Like all Marsh-McBirney products, Flo-Dar sets the standard for ease-of-use, accuracy, and reliability. Flo-Dar accuracy has been independently confirmed by Alden Labs as well as the satisfaction of thousands of Flo-Dar users.

US3 is the leading sewer flow monitoring company in the USA, providing the highest level of service at the lowest cost. With over 500+ flow meters and calibrated proportional flow water samplers, US3 has the capability of providing City of San Fernando the highest quality flow monitoring Services.

Additionally, **US3** supports Municipalities, Consulting Engineering firms and other water/waste water systems integrators by providing temporary technical services for engineering, software programming, and technical site maintenance and calibration site support work primarily in the Water and Waste Water industries.

## City of San Fernando

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**US3** seeks to develop long term agreements with the afore mentioned industries, to provide temporary personnel services in support of their upgrade projects in water/waste water projects throughout the USA.

**US3** is focuses on those clients that have regulatory mandated, schedule driven projects, and where the budgets can accommodate high quality and outstanding technical services.

**US3**'s management has over 30 years experience in the startup and operation of specialty contract engineering services. The owners and management team are all professional and degreed engineers and have extensive experience in the application and implementation of Water/Waste Water and associated Process Control Projects.

A corporate goal of the organization from our Business Plan is to provide our customers with the best professional Engineering, Technician, and Software Programmer personnel available. To accomplish this, we at US3 consider our employees and perspective employees as our most valuable asset and recruit, qualify, and hire with the due diligence to assist our clients in the performance of their work and to assist US3 in developing the long term relationships which will lead to continued growth and profitability. We are currently working in several facilities throughout the USA and are selectively guiding the growth of our business into markets and areas where we can provide the highest quality value of service to our clients. Specific advantages of selecting US3 include:

- Full in-house capabilities for all engineering disciplines required for this project.
- Direct applicable experience with all components associated with telecommunication systems, including extensive water/wastewater experience.
- An excellent reputation for providing quality-engineering services within stipulated budgets and schedules.
- Engineering support for modifications or refinements to the system.
- Maintenance and Calibration Services
- Certified Confined Space Entry Service Crews
- Decades of experience in both flow monitoring and sampling systems.

Note: Should the designated flow monitoring site require Class 1, Div 1 explosion proof equipment, US3 will provide at no additional cost the necessary hardware for this type of installation. US3 will validate the existence of class 1, div 1 gas.
--

## Related Services

Utility Systems Science & Software provides water/wastewater sampling for companies in the USA. The listed projects below include virtually every type of water/wastewater sampling.

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City of San Fernando**Orange County Sanitation District**

## Wastewater Monitoring &amp; Sampling



Date: On-going  
Contact: Christie Shiang  
Process Engineering  
714-593-7499

1. Sewer Flow Monitoring Project.
2. Data Analysis
3. Custom Meter Installation.
4. Wastewater Sampling

**Goleta Sanitation District**

## Sampling and Analysis



Date: March 2019  
Contact: Rich von Langen  
714-488-1303  
[Rvl\\_associates@earthlink.net](mailto:Rvl_associates@earthlink.net)

1. Collect representative and flow-proportional samples
2. Flow Monitoring
3. Collect Biosolids Samples and Cyanide Samples



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## City of San Fernando

### Culver City

Wireless Waste Water Monitoring, ENS, Sewer Planning, Lift Station Monitoring and Permanent Monitoring



Date: On-going

Contact: Gabe Garcia

Engineering & Information Technology  
310-253-5618

1. Flow Monitoring Project Integration of City Wide Wireless Telemetry Implementation of Wireless Communication Network
2. Waste Water Event Notification Systems
3. Pump Station Integration Projects
4. Sewer Flow Monitoring Training Projects
5. Repair and replace Pump Station Control System
6. Customer Meter Installation
7. Wastewater Sampling

### City of Riverside

System Wide Sewer Planning, Waste Water Monitoring, Wireless SCADA and Permanent Monitoring



Dates: On-going

Contact: Steve Amsden

SCADA Systems Supervisor  
951-351-6185

1. Sewer Flow Monitoring Project with Integration of City Wide Wireless Telemetry Network
2. Waste Water Event Notification System
3. City wide SCADA Integration
4. Wastewater Monitoring Training
5. Treatment Plant Meter Installation



City of San Fernando

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## City of Santa Barbara

### Wastewater Monitoring and Water Quality



Contact: Bradley Rahrer, P.E.  
Project Engineer  
805-560-7531

1. Provide water sampling on 24 hour sample daily basis
2. Sewer Flow Monitoring was performed using proportional sampling based on flow monitoring real-time results.

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City of San Fernando**Project Specific Experience****Goleta Sanitary District Sampling and Analysis**

- a) Role of the firm: US3 provides proportional flow monitoring for wastewater sampling.
- b) Value of Service: \$57,356.00
- c) Value of Fee:
- d) Description of Services: Proportional flow monitoring for wastewater sampling.
- e) Staffing: 3 Technicians.
- f) Duration: 9 days
- g) Relationship to client
- h) Contact Information:
  - Rich von Langen, P.E
  - RvL Associates
  - 714-488-1303
  - [RvL\\_associates@earthlink.net](mailto:RvL_associates@earthlink.net)

**Orange County Sanitation District Sampling**

- a) Role of the firm: US3 provides proportional flow monitoring for wastewater sampling.
- b) Value: On-going.
- c) Description of Services: Proportional flow monitoring for wastewater sampling
- d) Staffing: 3 Technicians.
- e) Duration: On-going
- f) Relationship to client: Contract
- g) Contact Information: 714-593-7499

**Culver City Sampling**

- a) Role of the firm: US3 provides wastewater sampling.
- b) Value: \$185,256.00
- c) Description of Services: Wastewater sampling
- d) Staffing: 1
- e) Duration: 5 years
- f) Relationship to client: Contract
- g) Contact Information: 310-253-5618

## City of San Fernando

**Tab 4: Proposed Method to Accomplish the Work****Work Plan Data Availability & Quality Assurance**

US3 understands that City of San Fernando has a goal to sample lift stations, residential area manholes, industrial users and deliver samples to the laboratory for analysis, and conduct both classroom and field sampling instruction activities.

	<b>Scope of Services/Project Deliverables</b>
<b>Anticipated Time</b>	
	1. Provide all necessary calibrated water/wastewater sampling and flow monitoring equipment. US3 shall have full responsibility of its employee's safety and providing appropriate safety equipment.
Four hours per month	2. Install sampling/flow monitoring equipment at the locations specified by City of San Fernando staff and provide the following:
	a. In-situ calibration of sampling/flow instruments to observed site conditions; b. Manually confirm depth and velocity measurement of each monitor; c. Configure instruments for fifteen (15) minute data collection intervals with proportional flow/sample monitoring per (this is configurable to say 1, 5, 10, etc.)
Field train City water/wastewater technicians	
Per Quarter	3. Collect simultaneous sample/flow data at defined locations once per quarter
	4. US3 will provide periodic maintenance and calibration of all equipment to ensure uninterrupted data collection for the duration of the project including:
	a. Depth and velocity verifications; b. Checking/measuring any buildup of silt levels; c. Inspection of all points of connection; d. Measuring power supply and battery replacement (if needed); e. Responding to instrument failure.
	5. Provide both class and field training for sampling/flow monitoring to accepted engineering and regulatory principles.
	Discussion of the process and equipment used;

## City of San Fernando

	<ul style="list-style-type: none"> <li>b. Description of site investigation and monitor calibration against City provided flow records;</li> <li>c. Discussion of installation including a flow site inventory table located on website with: <ul style="list-style-type: none"> <li>i. Meter site number</li> <li>ii. City's Manhole ID number</li> <li>iii. Site description or address</li> <li>iv. Pipe diameter</li> <li>v. Dates installed and removed</li> <li>vi. Low flow rates in mgd</li> <li>vii. Average daily flow rates in mgd</li> <li>viii. Peak flow rates in mgd</li> <li>ix. Average velocity in ft/sec</li> <li>x. Average depth in inches;</li> </ul> </li> <li>d. Discussion of monitoring and maintenance procedures;</li> </ul>
One crew by US3, one day	7. Remove flow / sampling monitoring and associated hardware; restore utilities to their original configuration at the end of monitoring period.
	8. All data collected shall become the property of City of San Fernando.

## City of San Fernando

**Sampling Custody Transfer Procedure**

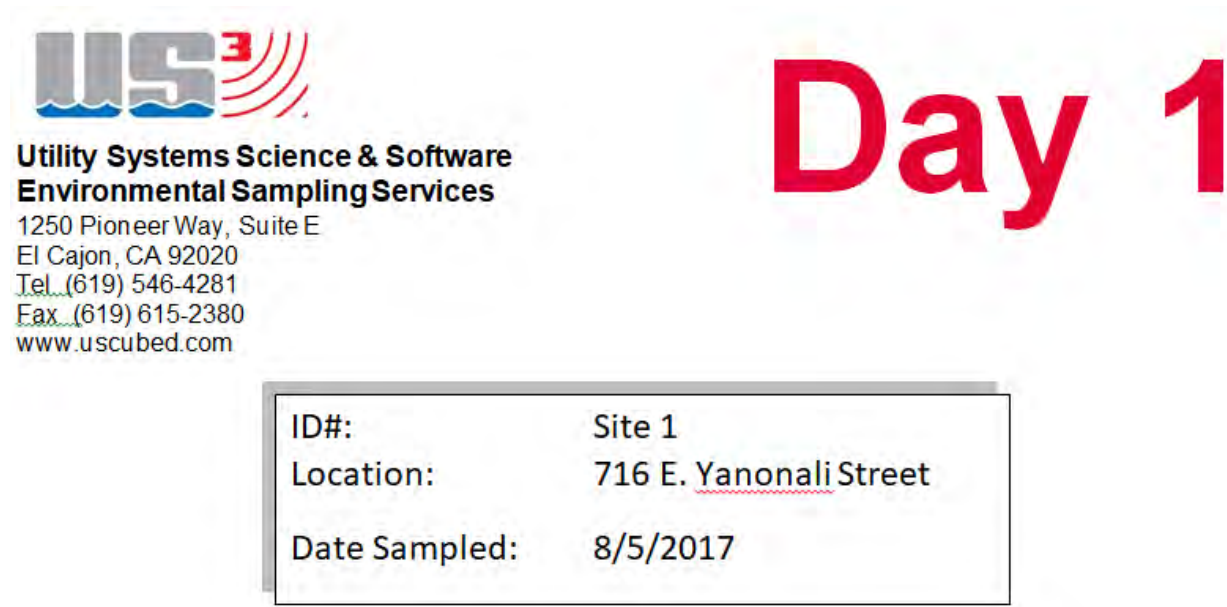
---

Wastewater sampling will be performed using ISCO/Hach Samplers. The Methods and Procedures listed:

1. Lab will provide prepared lidded sample jars and sample labels for the sample jars (new).
2. When the 24-hour sampling has concluded, US3 will remove the sample jar from the unit, lid the sample jar, wipe dry the outside of the sample jar, affix the sample label to the sample jar, and initial and date the sample label
3. US3 will pack the lidded and labeled sample jar in ice (the sample will remain packed in ice from the time that it is collected to the time that it is accepted by the Lab representative).
4. The sample will be preserved by US3. US3 will return the labeled and lidded sample jar to the Lab.
5. When on-site, US3 will call Lab representative to assure they are ready for acceptance.
6. US3 will transfer custody of the labeled and lidded sample jar to Lab representative.
7. The sample temperature will be measured by a digital thermometer located in the sample receiving room.
8. Lab representative will take custody of the sample jar and log it in along with the sample temperature and the Lab representative will also print a chain of custody form after the sample is logged in.
9. US3 and Lab representative will sign the Chain of Custody form.
10. The Lab representative will file the signed, original chain of custody form in a binder in the sample receiving area.

## City of San Fernando

## Typical Jar Label



Wastewater System Metering &amp; Sampling :

Project 5231A

Figure 1: Typical Jar Label

Parameter	Method	ATL-Code
pH	SM 4500H+B	150_4500H+B
Oxidation Reduction Potential*	SM 2580B	2580B
Alkalinity, Speciated	SM 2320B	310.1_2320B_Speciated
Oxygen, Dissolved*	SM 4500-O G	360.1_4500OG
Sulfide, Dissolved	SM 4500-S=D	376.2_4500S2-D_Dissolved
Biochemical Oxygen Demand*	SM 5210B	405.1_5210B_SUB

Figure 2: Example of Parameters to be monitored

## City of San Fernando


 <b>Utility Systems Science and Software Environmental Sampling Services</b>				<b>CHAIN OF CUSTODY RECORD</b>													
1250 Pioneer Way, Suite E El Cajon, CA 9202				<b>STANDARD</b>													
Tel (619) 546-4281 ♦ Fax (619) 615-2380 ♦ www.uscubed.com				Page 1 Of 1													
CLIENT NAME:		PROJECT:		ANALYSES REQUESTED								SPECIAL HANDLING					
Public Works Department		Wastewater System Metering & Sampling										<input type="checkbox"/> Same Day Rush 150% <input checked="" type="checkbox"/> 24 Hour Rush 100% <input type="checkbox"/> 48-72 Hour Rush 75% <input type="checkbox"/> 4 - 5 Day Rush 30% <input type="checkbox"/> Rush Extractions 50% <input type="checkbox"/> 10 - 15 Business Days <input type="checkbox"/> QA/QC Data Package					
ADDRESS:		PHONE:															
		FAX:															
		EMAIL:															
PROJECT MANAGER		SAMPLER															
		ISCO 3710															
ID#	DATE SAMPLED	TIME SAMPLED	SMPL TYPE	SAMPLE IDENTIFICATION/SITE LOCATION	# OF CONT									Charges will apply for weekends/holidays Method of Shipment <b>Hand</b> COMMENTS <b>Day One</b>			
Site 1	08/05/17	24 hr	ww		1												
Site 2	08/06/17	24 hr	ww		1												
Site 3	08/07/17	24 hr	ww		1												
Site 4	08/08/17	24 hr	ww		1												
Site 5	08/09/17	24 hr	ww		1												
Site 6	08/10/17	24 hr	ww		1												
Site 7	08/11/17	24 hr	ww		1												
Site 8	08/12/17	24 hr	ww		1												
Site 9	08/13/17	24 hr	ww		1												
Site 10	08/14/17	24 hr	ww	MH-F06-198	1												
Site 11	08/15/17	24 hr	ww		1												
Site 12	08/16/17	24 hr	ww		1												
Site 13	08/17/17	24 hr	ww		1												
RELINQUISHED BY		DATE / TIME		RECEIVED BY		SAMPLE CONDITION:				SAMPLE TYPE CODE:							
						Actual Temperature:				AQ=Aqueous NA= Non Aqueous SL = Sludge							
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Received On Ice				Y / N DW = Drinking Water							
						Preserved				Y / N <b>WW = Waste Water</b>							
						Evidence Seals Present				Y / N RW = Rain Water							
						Container Attacked				Y / N GW = Ground Water							
RELINQUISHED BY		DATE / TIME		RECEIVED BY		Preserved at Lab				Y / N SO = Soil SW = Solid Waste OL = Oil OT = Other Matrix							
PRESCHEDULED RUSH ANALYSES WILL TAKE PRIORITY OVER UNSCHEDULED RUSH REQUESTS				SPECIAL REQUIREMENTS / BILLING INFORMATION													

Figure 3: Typical Log File for Custody Transfer



## City of San Fernando

**Tab 5: Fee Proposal*****US3 Cost Proposal*****Sewer Flow Monitoring for 3 years**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 1 Sewer Flow Monitoring</b>					
	1	Flow Monitor per month	540	36	\$19,440
	1	Materials	inc	1	inc
	1	Temp Flow Meter Installation	inc	1	inc
	1	De-installation	inc	1	inc
<b>Sub-Total for 3 years</b>					<b>\$19,440</b>

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 2: Wastewater Sampling for 3 years</b>					
	4	Prepare HASP	inc		inc
	4	Validate ISCO Sampler	inc		inc
	4	Collect Sample	inc		inc
	4	Maintain Sampler	inc		inc
	4	Deliver Sample to Lab	Inc		inc
<b>Sub-Total for 3 years</b>					<b>\$14,400</b>

**Option: Additional Year Flow Monitoring**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Month</b>	<b>Extended</b>
<b>Task 3 Sewer Flow Monitoring for Additional Year</b>					
	1	Flow Monitor per month	540	12 months	\$6,480
<b>Sub-Total for 1 year</b>					<b>\$6,480</b>

## City of San Fernando

**Option: Additional Year for Wastewater Sampling**

<b>Task</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Extended</b>
<b>Task 4: Wastewater Sampling per Quarter</b>				
4	Prepare HASP	inc		inc
4	Validate ISCO Sampler	inc		inc
4	Collect Sample	inc		inc
4	Maintain Sampler	inc		inc
4	Deliver Sample to Lab	Inc		inc
<b>Sub-Total for 1 year</b>				<b>\$4,800</b>

## TERMS & CONDITIONS

### 2020 MANPOWER CLASSIFICATION & RATES

CLASSIFICATION	HOURLY BILLING RATE
<u>ENGINEERING &amp; DESIGN</u>	
Associate Engineer I	82.00
Associate Engineer II	88.00
Engineer I	145.00
Senior Engineer	165.00
Project Engineer	165.00
Sr. Project Engineer	185.00
Project Manager	185.00

**Overtime:** Overtime is charged on all classifications, excluding Project Manager and Consultant, at the Hourly Billing Rate x 1.45. The Project Manager and Consultant are charged at the Hourly Billing Rate for all hours worked. Authorized hours worked over eight (8) hours per day, or over forty (40) hours per week, will be invoiced at 1.45 times the Hourly Billing Rate. Hours worked over twelve (12) hours per day; for all holiday hours; or on the seventh consecutive day will be invoiced at 1.85 times the hourly billing rate.

**Expenses:** Travel Expenses will be billed at cost.

Short-Term Assignments & Job Related Travel - Full expenses are charged in accordance with US3's Standard Travel Policy for short-term assignments of up to eight (8) weeks and job related travel. Expenses shall be submitted with receipts for reimbursement by the Client. Mileage is charged at \$0.50/mile.

Long-Term Assignments - A per diem rate of \$700.00 per week is charged as expense reimbursement for assignments of eight (8) weeks and longer.

**Materials and Supplies:** Material and supplies are invoiced at cost plus applicable taxes and freight plus a fifteen percent (15%) handling charge. Net 30 on all hardware with no retention.

**Equipment and Facilities:** Equipment will be invoiced in accordance with US3 Standard Rates plus applicable taxes and transportation charges plus fifteen percent (15%) handling charge. Included in this category are such items as jobsite trailers, jobsite facilities, test equipment and tools. When demand exceeds the current US3 inventory, equipment will be obtained from others. In such cases the representative lease/rental rates will supersede the US3 Standard Rates; however, taxes, transportation and the described markups are still applicable.

**Subcontracts:** A handling charge of fifteen percent (15%) will be applied to any Subcontractor's cost.

## City of San Fernando

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**Insurance:** US3 maintains a comprehensive insurance program. The following levels of insurance are maintained:

- Workers' Compensation coverage according to Individual State Statutory laws.
- Comprehensive General Liability coverage in the amount of \$1,000,000 including Employer's Non-ownership Contingent Liability coverage.

**US3 shall furnish Certificate of Insurance upon request.**

**Invoicing & Payment Terms:**

Time And Material Contracts: US3 will invoice all contract and change order costs on a biweekly basis. Summaries of actual manhours charged by employee will be provided to support the invoice totals. Expenses, materials, supplies, reprographic services, equipment, facilities and subcontracts will be invoiced per the conditions stated above.

On Time and Material contracts with a not-to-exceed contract amount, US3 will notify the Owner/Client upon reaching a predetermined value of the contract so that the Owner/Client can make a contract value adjustment based on the Scope-of-Work remaining.

*Payment Terms are NET thirty (30) days.*

Lump Sum Projects: US3 will invoice all contracts and change orders based on an agreed upon percent complete of a predetermined contract price breakdown on a Lump Sum basis. The predetermined price breakdown categories would include, but not be limited to, such items as: project mobilization or initialization (35%); design; engineering; material received and stored on-site or off-site at US3 but not yet installed; documentation, training and startup. In addition, US3 will require payment for the hardware upon delivery.

*Retention is limited to 10% of the total contract price.*

## City of San Fernando

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Final Payment will be based upon completion and acceptance of the work performed and installed by US3 and is due upon acceptance.

*Payment Terms are NET thirty (30) days.*

**Rate Adjustment:** US3 Standard Rates are revised on December 31 of each calendar year to reflect any increase in legislated or commercial rates for employee burdens, benefits or business general and administrative costs.

**Limits of Liability:** US3 will not accept liability for consequential damages.

**Holidays:** The following holidays are normally observed by US3:

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

*US3 personnel on field assignments will observe holidays consistent with the Owner's policy.*

**Wastewater Flow Monitoring and Sampling Services**

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November 9, 2020

City of San Fernando  
Attn: Kenneth Jones, Management Analyst  
117 Macneil St  
San Fernando, CA 91340

**Re: Offer to Perform Work  
RFP – Wastewater Flow Monitoring and Sampling Services**

Dear Mr. Jones,

We are pleased to have the opportunity to submit this proposal to provide flow and strength measurement services for the City of San Fernando.

ADS is uniquely qualified to assist you with this flow and strength measurement project, given ADS has over forty-five years of experience performing monitoring projects nationwide. ADS has been providing flow monitoring and strength measurement for most of the billing agencies in Los Angeles County for over twenty years.

ADS understands the project objectives and will accomplish these objectives through coordination and teamwork with City personnel. We look forward to the opportunity to continue providing excellent flow monitoring services and solutions as outlined in this proposal. Thank you for the opportunity to propose on your requirements.

Sincerely,

ADS Corp.



Heather McPherson P.E.  
Business Development Manager

(Enclosures)

## City of San Fernando Wastewater Flow Monitoring and Sampling Proposal

Submitted by

**ADS Corp.**

15205 Springdale St.

Huntington Beach, CA 92649-1156

### Table of Contents

<b>City of San Fernando Wastewater Flow Monitoring and Sampling Proposal.....</b>	<b>2</b>
<b>Executive Summary: .....</b>	<b>3</b>
<b>1.0 Technical Description of Work.....</b>	<b>5</b>
1.1 Project Understanding .....	5
1.2 Flow Measurement .....	5
1.3 Monitor Data Collection and Processing .....	6
1.4 Monitor Operation & Maintenance (Field Service) .....	8
1.5 Wastewater Sampling & Strength Measurement.....	9
1.6 Measurement Station Location .....	9
1.7 Permits and Traffic Control.....	9
<b>2.0 Qualifications and Resources.....</b>	<b>9</b>
2.1 ADS Company Information .....	9
2.2 Award-Winning Performance .....	10
2.3 Company Background .....	10
<b>3.0 Sub-Consultant's Qualifications .....</b>	<b>11</b>
STATEMENT OF QUALIFICATIONS.....	11
Certifications and Affiliations.....	11
<b>4.0 Project Experience .....</b>	<b>13</b>
<b>5.0 Project Management &amp; Staffing .....</b>	<b>14</b>
Project Team .....	14
Project Manager and Region Engineer .....	14
Field Manager .....	15
Data Manager .....	15
<i>Detailed resumes available in the Appendix .....</i>	<i>15</i>
<b>6.0 Cost Summary .....</b>	<b>16</b>
<b>Appendix.....</b>	<b>16</b>



## **Executive Summary:**

Based on our understanding of the City of San Fernando ("City") objectives for this project, we have developed a project approach that provides the industry's most reliable and accurate sewer flow data and strength measurements analysis. To accomplish these tasks ADS has chosen to partner with Enthalpy Analytical on this project to provide lab services. Our two firms have a long history of working together with a proven track record of delivering the required tasks and goals similar to this RFP.

Our team's approach for this project is designed to address the City's key issues listed below using a number of proven technical approaches the project team has successfully applied on thousands of projects in North America and around the world.

- Provide turn-key sewer flow monitoring at 1 location for the contract length of 5 years.
- Provide quarterly composite strength measurement results at 1 location for the contract length of 5 years.

Our project manager, Paul Mitchell P.E., holds a Bachelor of Science in Chemical Engineering and is a Professional Engineer in the States of California and Nevada. Paul has 30 years of industry experience, including 20 year with ADS and serves as both a Project Manager and West Region Sr. Engineer.

Paul has successfully managed 150+ flow monitoring projects with ADS, ranging from a few meters to over 250 monitoring sites. Paul has presented numerous technical papers at CWEA/WEFTEC focusing on flow monitoring and I&I analysis. Other members of our team include Jackie Crutcher, Sr. Data Manager, who has been with ADS for 35 years and holds a Bachelor of Science degree. Shay Kroeber will serve as ADS' Field Manager and has been with ADS for over 15 years. Our team has worked successfully together on hundreds flow metering projects and have a combined 70 years of flow metering experience!

Our proposal identifies our project team and our project approach to address key City expectations. **Our strategy is to provide practical/proven techniques; the most advanced technology and deliver the highest quality data.** Our extensive knowledge of flow monitoring and strength measurement analysis combined with the strength of our project team and unsurpassed national expertise in the field of sewer flow monitoring services provides unique benefits for the City, below we present a few differentiators that set ADS apart from other service providers are highlighted below.

Our team will work closely together with open lines of communications with the District's staff and we promise to deliver high quality flow and strength measurement data that we have been delivering the past 20+ years.

**Wastewater Flow Monitoring and Sampling Services**

ADS Differentiator	Benefit to the City
<b>Full Service National Company with Local Project Team</b> <ul style="list-style-type: none"> <li>• 45 Years of flow monitoring experience</li> <li>• Focused solely on sewer flow monitoring</li> <li>• Turnkey provider – no subcontractors or equipment suppliers needed</li> <li>• Provides flow and strength measurement services for most of the billing agencies in Los Angeles County</li> </ul>	<ul style="list-style-type: none"> <li>• The City knows ADS data will be accurate and complete</li> <li>• ADS has extensive local and national flow metering resources which reduces the risk of missing data.</li> <li>• Single point of responsibility</li> </ul>
<b>Project Manager with unique combination of Flow Monitoring, Engineering Expertise and Track Record of Successful Projects</b> <ul style="list-style-type: none"> <li>• Paul Mitchell is one of the Industry's National Flow Monitoring Experts, having authored several technical papers on the subject.</li> <li>• Paul Mitchell has a proven record delivering flow monitoring projects of this size and complexity.</li> </ul>	<ul style="list-style-type: none"> <li>• Paul Mitchell is immediately available to continue to manage the City's flow monitoring and strength measurement analysis project.</li> <li>• Paul Mitchell is a registered engineer and understands how critical accurate flow monitoring and strength measurement data is for billing purposes.</li> </ul>
<b>Innovative Hardware, Software and Analysis Techniques</b> <ul style="list-style-type: none"> <li>• Zero Drift Ultrasonic Depth Technology</li> <li>• Industry Leading Redundant Sensors</li> <li>• Online Data Delivery and Reporting</li> <li>• Track Record of Delivering Data on the 5<sup>th</sup> of Each Month</li> <li>• Use of Class I, Div 1 equipment for explosive environments</li> </ul>	<ul style="list-style-type: none"> <li>• High quality and reliable data from the flow meter</li> <li>• Advanced Scatter graph analysis give insight into what is actually happening in the collection system</li> <li>• Unrivalled uptime and data integrity</li> <li>• Reliable and accurate strength measurement analysis results</li> <li>• Safe equipment in City's Collection System that meets the national electrical code for Intrinsic Safety</li> </ul>

## **1.0 Technical Description of Work**

### **1.1 Project Understanding**

#### **Background**

The City of San Fernando wastewater flow monitoring project requires a firm that has a proven history of delivering data that are accurate, complete, easy to access, and representative of site characteristics. Flow monitoring for custody transfer and billing must meet these quality objectives to enable the City to assure their stakeholders that is accurate and fair to all parties.

#### **Complete and Accurate Data**

A high level of data accuracy is desirable in order to achieve these benefits. High data accuracy is obtained from measurements with high precision and low bias. Significant equipment uptime is also required to collect complete data sets for evaluation. This is best accomplished from the use of reliable flow metering equipment, and the application of consistent procedures by experienced and knowledgeable staff throughout the flow metering process as described in our approach.

The City can be assured the final data and recommendations received from ADS is subject to a multi-tiered ISO quality control and quality assurance process to deliver the highest quality data set and valid data uptime.

### **1.2 Flow Measurement**

Data quality is key to the success of flow monitoring programs. Quality data are accurate, complete and representative of the site characteristics. Accuracy is measured by high precision and low bias. Accurate flow measurements result from effective:

- Equipment
- Site Conditions
- Installation/Confirmations
- Field Quality Control and Site Maintenance
- Data Collection, Evaluation and Reporting

High precision and low bias result from the use of reliable flow metering equipment and application of consistent procedures by experienced and knowledgeable staff throughout the flow monitoring process as referred to in this approach. These concepts are not mutually exclusive. All of these characteristics must be present. Without one, the others will fail to deliver the level of quality needed to meet the City's objectives. Data quality objectives are defined by setting quality percentage targets.

**Monitoring Equipment** - One (1) ADS owned Triton+ flow monitor is currently in place and has been continuously operated by ADS under the current contract. This monitor continues to provide high-quality data for the City and are used around the world for important flow monitoring billing applications. A product sheet for the ADS Triton+ monitor is included in the Appendix.



*"The level of environmental risk reduction that occurs in the real world is directly related to the level of performance and effectiveness of technologies purchased or used."*  
([www.epa.gov/etv](http://www.epa.gov/etv)).

ADS will continue to utilize the ADS Wireless Triton+ flow meters with an ultrasonic depth sensor as the primary depth sensor and a secondary pressure depth sensor for redundancy and surcharge conditions and a doppler velocity sensor to measure velocity. The ADS Triton+ sensors are 3rd party lab tested to be +/-0.2 feet/second for velocity and +/- 0.5% of reading for the level measurement. The Triton+ flow meter is IS rated Class I, Div. I, Group C&D/Zone 0.

### **1.3 Monitor Data Collection and Processing**

ADS uses a multi-tiered staff, software and process approach to deliver the highest quality data set. The flow measurement data sampling rate shall be at a minimum of every 15 minutes or a maximum of every 5 minutes. Monitors shall be calibrated at regular intervals per the methodology described in the following subsection.

#### Data Review and Work Order Procedure

Sites collected remotely are under jurisdiction of the primary data analyst. Twice weekly the data analyst reviews the depth and velocity data sets for changes in hydraulic trends which may indicate illegitimate flow patterns or faulty equipment. This is achieved by hydrograph and scattergraph review. Twice weekly review, followed by generation of work orders directing field crew visits, dramatically increases the raw valid data availability of a data set. The work orders identify the originating cause of the request as well as suggestions for resolution.

#### Flow Monitor Software

We will utilize our ADS Prism cloud-based software for data analysis and flow meter maintenance. Prism cloud-based software allows the users to visualize sewer system performance through intuitive dashboards and graphical displays. Near real-time data can be accessed to evaluate site conditions, export data and generate reports.

### Data Finalization

Data Finalization is the process by which the final tier of QA/QC is applied to the data set. The process of data finalization, like all other field and analysis processes, is managed under the strict quality programs certified under ISO 9000. Data finalization includes the following key activities:

- Final editing; identification of incorrect data points, final data reconstitution; estimation of true value to replace an incorrect data point where there is strong evidence to make that estimate (best for model purposes)
- Establishing the relationship between monitored raw velocity and true average velocity in the wetted area.
- Final depth adjustments to eliminate small amounts of bias that might remain in the depth data.
- Final quantity calculation



ADS' Sr. Region Engineer and Data Manager will review decisions made by the Data Analyst on request during data finalization.

### Timely Data Delivery

The monthly deliverables shall include at a minimum the items listed in the RFP and the information provided in the reports ADS has been submitting to the City over the past twenty (20) years. To facilitate the ability for the City to view near real-time data an option for web-based data delivery (Prism) is detailed in the Appendix.

ADS will continue under our current operating procedure to prepare flow data submittals on a monthly basis - the 15th day of the month following the reporting period as required by the City.

Typical data submittals may contain the following information for each flow site:

- Electronic copy of all 15-minute data in excel format.
- Monthly Hydrographs
- Monthly Tabular Reports
- Quarterly Sampling and Quantification Summary Sheet
- Quarterly Chain of Custody
- Quarterly Laboratory Results

#### **1.4 Monitor Operation & Maintenance (Field Service)**

As part of the proposed program, ADS will continue to provide turnkey Operation services for the one (1) existing ADS flow monitor. ADS field staff will work in conjunction with our data analyst to ensure monitor operation and accuracy. This will include the repairs and preventive maintenance services necessary to keep the equipment operating in accordance with the equipment's design specifications. The types of services to be performed under this program include:

- Communication link failure;
- Confirmations;
- Monitor replacement;
- Depth and velocity sensor replacement; and
- Battery replacement.

ADS leverages the latest technology to effectively manage flow monitoring projects. Field service is directed through a server-based work order management system readily accessible to all ADS team members. Field crews are dispatched and routed daily using iPads. These devices are also used to document all onsite activities – from confined spaces entries, to monitor service activities, to required confirmation data – transferring the results wirelessly to our information management system before a field crew departs the work site. Our mobile management system provides real-time tracking of all ADS personnel, supporting the most effective flow monitoring program in your community in the safest and most efficient manner.

##### *Field Quality Control*

ADS has an internal flow monitoring, safety training, and certification program led by a dedicated manager with over 25 years of flow monitoring and collection system experience. All ADS field personnel are required to pass written and hands-on examination in six major topics including:

- QI-718219 – Flow Monitoring Theory
- QI-603093 – Standard Site Installation
- QI-718220 – Special Installation
- QI-603095 - Confirmation
- QI-603094 – Data Collects, Review & Troubleshooting
- QI-718201 – Rain Gauge

##### *Monitor Calibration (Confirmation Process)*

Site Confirmations/Calibrations are vital to delivering quality data sets ADS is known for. Confirmations are an independent manual field reading of depth and velocity which will be performed at installation and at least annually typically at all locations to confirm the accuracy of the flow monitors. ADS will also perform confirmations whenever changes in hydraulics are observed by the Data Analysis during our standard QA/QC process.

## **1.5 Wastewater Sampling & Strength Measurement**

ADS will provide sampling services consisting of one composite sample per quarter at the one (1) site in the contracted scope of work. The samples will be flow proportioned and will be collected over a 24-hour period of time. All RFP scope requirements will be met.

The samples will be analyzed by a laboratory (Enthalpy Analytical) that has been certified as an environmental testing laboratory pursuant to the provisions of the California Environmental Laboratory Improvement Act of 1988 (Health and Safety Code, Division 1, Part 2, Chapter 7.5, commencing with Section 100825). The sampling data will be reported to the City on a quarterly basis. Qualification and certification information for Associated Laboratories is included in the Appendix.

## **1.6 Measurement Station Location**

ADS is familiar with the one (1) monitoring location at 14210 Fox Street, having installed this monitor and operated them for the past twenty years.

## **1.7 Permits and Traffic Control**

ADS will continue to obtain necessary permits and conduct traffic control procedures meeting Watch Manual requirements.

## **2.0 Qualifications and Resources**

### **2.1 ADS Company Information**

ADS Corp. has assisted thousands of cities and utilities around the world with critical wastewater flow monitoring programs for 45 years. By selecting ADS, the City will demonstrate to their stakeholders, regulators, and ratepayers they have picked the nation's very best and most experienced flow monitoring firm with the industry's only U.S. EPA verified flow monitoring technology. Unlike other firms, wastewater flow monitoring is the core of our business and not just a minor or part-time endeavor.



ADS offers end-to-end flow monitoring and information services for single-point accountability to insure all program goals are met without delay. ADS' full-spectrum services begin with our ISO 9001 manufacturing facilities, installation and commissioning services, telecommunications expertise, field services for maintaining flow monitoring networks, data collection, processing, management and hydraulic analysis services to include comprehensive flow information reports. ADS has adopted the Six Sigma quality assurance program, underscoring our determination to provide only the most accurate data and information possible.



Clients have selected ADS for projects that include varied combinations of the following services:

- Water and wastewater treatment plant monitoring
- Wastewater collection and water distribution diagnostics
- Flow monitor equipment purchase and installation
- Analysis of flow data collected by non-ADS entities
- Billing and custody transfer
- Asset management

What distinguishes ADS from other flow service providers is we are the only company that provides a full end-to-end solution.

We perform the research, design the equipment, oversee the manufacturing, complete the installation, perform equipment maintenance, provide data analysis service, and have industry specific web-based software solutions. We will serve the City as their flow monitoring specialist and a single source of responsibility and accountability.

## **2.2 Award-Winning Performance**

ADS has received numerous awards for wastewater flow monitoring equipment and software establishing us as the leader in the industry. ADS technical staff are frequent presenters at national, regional, state, and local professional conferences such as WEFTEC.

## **2.3 Company Background**

Founded in 1975, ADS Corp. is headquartered in Huntsville, Alabama and continues to invest in research and development after the invention of the first of its kind self-contained, microprocessor-based, battery-powered, area-velocity flow monitor. Our ongoing investment in equipment, software and web-based system development ensures our clients that they are working with the latest in technological advancements in flow monitoring.

ADS is part of the Water and Wastewater division of IDEX Corporation – A Fortune 500 Company. IDEX is an applied solutions company specializing in fluid and metering technologies, health and science technologies, dispensing equipment, and fire, safety and other diversified products built to its customers' exacting specifications.

ADS maintains offices in over 30 cities in the U.S. and the largest inventory of flow meters and related field investigation equipment. Our project work force is comprised of field managers, field technicians, project managers, data analysts and project engineers.

Our Huntington Beach, California field office will lead our team for this project. If needed, additional ADS support is readily available from our Hayward and San Diego field offices.

### **3.0 Sub-Consultant's Qualifications**

The only sub-consultant involved with this project is Enthalpy Analytical who will be analyzing wastewater samples at their main facility in Orange, California. Enthalpy Analytical is an independent, full-service analytical laboratory serving clients throughout the world in a variety of industries. Enthalpy Analytical is certified by a variety of agencies. Laboratory audits and performance evaluations are performed routinely by these agencies and other organizations.

Enthalpy Analytical 931 W.  
Barkley Ave.  
Orange, CA 92868  
Tel. (714) 771-6900

Qualification and resource information for Enthalpy Analytical is included below:

#### **STATEMENT OF QUALIFICATIONS**

Enthalpy Analytical (formerly known as Associated laboratories, Inc.) is a full-service laboratory, which has been in business in the City of Orange for almost 90 years. Enthalpy Analytical is a national network of accredited environmental laboratories designed to provide its clients with responsive turnaround, best-in-class testing support, and high-quality data.

#### **Certifications and Affiliations**



Enthalpy Analytical is certified by the Department of Health Services, Environmental Laboratory Accreditation Program – Certificate #1338.

**Wastewater Flow Monitoring and Sampling Services**

 <b>CALIFORNIA</b> <b>Water Boards</b> <small>STATE WATER RESOURCES CONTROL BOARD REGIONAL WATER QUALITY CONTROL BOARDS</small>	
<b>CALIFORNIA STATE</b>	
<b>ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM</b>	
<b>CERTIFICATE OF ENVIRONMENTAL ACCREDITATION</b>	
Is hereby granted to	
<b>Enthalpy Analytical, LLC</b>	
931 West Barkley Avenue Orange, CA 92868	
Scope of the certificate is limited to the "Fields of Testing" which accompany this Certificate.	
Continued accredited status depends on successful completion of on-site inspection, proficiency testing studies, and payment of applicable fees.	
This Certificate is granted in accordance with provisions of Section 100825, et seq. of the Health and Safety Code.	
Certificate No.: <b>1338</b>	
Expiration Date: <b>10/31/2020</b>	
Effective Date: <b>11/1/2018</b>	
Sacramento, California subject to forfeiture or revocation	 Christine Sotelo, Chief Environmental Laboratory Accreditation Program

**Wastewater Flow Monitoring and Sampling Services**
**4.0 Project Experience**

Client Name, Address & Contact	Brief Description
<b>City of Beverly Hills, Public Works</b> 455 North Rexford Drive Beverly Hills, CA 90210 Josette Descalzo (310) 285-2554	Comprehensive field service, data analysis, reporting, and wastewater sampling. Date of Initial Contract: June 1998 Contract Duration: Thru June 2022 Equipment: Five (5) ADS Triton+ flow monitors Current Annual Cost: \$ 62,527
<b>Las Virgenes Municipal Water District</b> 4232 Las Virgenes Road Calabasas, CA 91302 Doug Anders: (818) 251-2109 Dir. Of Facilities and Operations	Comprehensive field service, data analysis, reporting, and wastewater sampling. Date of Initial Contract: June 2004 Contract Duration: Thru December 2020 Equipment: One (1) ADS Triton+ flow monitor Current Annual Cost: \$35,760
<b>Crescenta Valley Water District</b> 2700 Foothill Blvd. La Crescenta, CA 91214 David Gould: (818) 248-3925 District Engineer	Comprehensive field service, data analysis, reporting, and wastewater sampling. Date of Initial Contract: July 2004 Contract Duration: Thru June 2021 Equipment: One (1) ADS Triton+ flow monitor Current Annual Cost: \$16,200
<b>Universal Studios, Environmental Div.</b> 100 Universal City Plaza, 1360/2-200 Universal City, CA 91608 Joe Bellas: (818) 777-2791	Comprehensive field service, data analysis, reporting, and wastewater sampling. Date of Initial Contract: June 2000 Contract Duration: Thru September 2021 Equipment: Four (4) ADS Triton+ flow monitors Current Annual Cost: \$66,000
<b>City of San Diego</b> On behalf of Metropolitan Wastewater Joint Powers Authority Engineering Dept. 9192 Topaz Way San Diego, CA 92123 Jesus Escalona: (858) 614-5772 Senior Water Utilities Supervisor	Comprehensive field service and maintenance of 156 ADS flow monitors for billing, event notification, capacity planning and Consent Order compliance. Sixteen participating agencies benefit from accuracy, reliability, and consistent data provided by ADS equipment and service. Date of Initial Contract: July 2005 Contract Duration: Thru June 2020 Equipment: 156 ADS Triton+ flow monitors Current Annual Cost: \$900,000

## 5.0 Project Management & Staffing

ADS employs over 400 national and international personnel dedicated to the successful execution of flow metering programs. ADS offers industry leading benefits and training for the flow monitoring and service profession. This enables ADS to hire and retain a team of highly capable and stable employees who specialize in flow monitoring. A significant number of staff members have been with ADS for over 20 years. This is in stark contrast to many flow monitoring providers who frantically try to hire field staff or various subcontractors to meet project objectives. Open channel flow monitoring is not simply a small segment of our products and services, but rather our core business!

ADS is optimistic that the City staff will feel as confident as we know that obtaining quality flow data is not only possible, but is guaranteed by recruiting quality personnel and using a proven set of procedures. Successful flow monitor program execution starts with our five core values:

- **Safety** - ADS has an integrated, comprehensive safety process led by a full-time Safety Manager.
- **Client Satisfaction** - Our West Region of ADS enjoys some of our highest customer satisfaction ratings worldwide. Your ADS California team is committed to continuing this trend with the City through intelligent client communication to provide a clear understanding of the project goals and a shared commitment towards achieving them.
- **Key Personnel** - ADS offers the team with the most flow monitoring experience of any flow monitoring provider.
- **Flow Monitoring Specific Training** - All of our Field Operators, Data Analysts, Data Managers and Project Managers have been trained and certified in ADS's standard procedures which are comprehensive, continually updated, and performed under the strict guidelines of ISO 9001 quality control.
- **Continuous Improvement – Research and Development** - ADS is committed to tried and true technology and procedures but is also attentive towards continuous improvement.

Through our integrated Six Sigma improvement initiatives, the City can be assured ADS is always looking for better ways of achieving even higher standards of performance for our customers.

### **Project Team**

Our project team members have extensive experience in the field, in project management, as well as in data evaluation and interpretation.

### **Project Manager and Region Engineer**

Paul Mitchell, P.E - Mr. Mitchell will lead project management activities such as master scheduling, budget management, subconsultant coordination, invoicing, and will provide engineering support and a final data/engineering review of complex or difficult monitoring locations. Paul has over 30 years of technical and engineering experience with an emphasis in wastewater collection systems, and environmental assessment/site remediation. He currently serves as Senior Region Engineer providing oversight on all sewer system technical projects and manages wet weather and capacity studies for projects in ADS' Western Region, which includes the States of California, Arizona, Nevada, Colorado, and Utah. This includes long and short term flow monitoring services, model

**Wastewater Flow Monitoring and Sampling Services**

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verification, capacity studies for siphons, pump stations, and critical sewer segments, I/I analysis and prioritization studies. Mr. Mitchell will continue to be the City's primary contact.

**Field Manager**

Shay Koerber – Mr. Koerber is a Field Manager for ADS Corp. Mr. Koerber has 15 years of experience exclusively in wastewater systems that includes such tasks as investigating sites for suitable monitoring, installing monitoring equipment according to site conditions, review of data for completeness and accuracy, and scheduling regular site maintenance and sampling activities. He is responsible for the direct supervision of field personnel and the development of their professional and technical expertise in field activities. Mr. Koerber visits sites with clients to ensure monitoring is according to their request. He keeps the Project Manager updated with the field status of each project and work orders given by the Data Analyst are distributed by Mr. Koerber to field crews for prompt field service.

**Data Manager**

Jackie Crutcher – Ms. Crutcher has over 35 years of experience all with ADS Corp. She has experience and a demonstrated performance record spanning both field and corporate operations. She has conducted hundreds sewer system flow monitoring and evaluation projects involving infiltration/inflow determination, combined sewer overflow evaluations, capacity analyses, sewer system evaluation surveys. Her experience encompasses key project control disciplines in project scheduling and coordination, project management, analysis, data collection, and final report preparation.

***Detailed resumes available in the Appendix***

**Wastewater Flow Monitoring and Sampling Services**
**6.0 Cost Summary**

<b>Description: Sewer Flow Monitoring &amp; Sampling Services</b>	<b>Itemized Cost (service and sampling)</b>	<b>Total Cost</b>
Year 1- Annual Cost - Monthly Maintenance, Data Analysis and Online Reporting (\$960/month)	\$11,520/year	
Year 1 -Quarterly Sewage Strength Sampling, Analysis and Reporting (\$1100/qtr)	\$4,400/year	
<b>Year 1 Total Cost</b>		<b>\$15,920.00/year</b>
Year 2 - Annual Cost - Monthly Maintenance, Data Analysis and Online Reporting (\$960/month)	\$11,520/year	
Year 2- Quarterly Sewage Strength Sampling, Analysis and Reporting (\$1100/qtr)	\$4,400/year	
<b>Year 2 Total Cost</b>		<b>\$15,920.00/year</b>
Year 3- Annual Cost - Monthly Maintenance, Data Analysis and Online Reporting (\$989/month)	\$11,868/year	
Year 3 - Quarterly Sewage Strength Sampling, Analysis and Reporting (\$1133/qtr)	\$4,532/year	
<b>Year 3 Total Cost</b>		<b>\$16,400.00/year</b>
Year 4- Annual Cost - Monthly Maintenance, Data Analysis and Online Reporting (\$1018/month)	\$12,216/year	
Year 4 - Quarterly Sewage Strength Sampling, Analysis and Reporting (\$1167/qtr)	\$4,668/year	
<b>Year 4 Total Cost</b>		<b>\$16,884.00/year</b>
Year 5- Annual Cost - Monthly Maintenance, Data Analysis and Online Reporting (\$1049/month)	\$12,588/year	
Year 5 - Quarterly Sewage Strength Sampling, Analysis and Reporting (\$1202/qtr)	\$4,808/year	
<b>Year 5 Total Cost</b>		<b>\$17,396.00/year</b>
<b>Total 5 Year Contract Total</b>		<b>\$82,520.00</b>

\*Pricing Assumptions: Any applicable Federal, state, or local taxes are not included; No prevailing wages or W/MBE requirements.  
 For Years 3, 4, and 5 a 3% CIP increase is added.

**Appendix**

- Resumes
- Triton+ Flow Monitor Product Sheet
- Prism Software Product Sheet



# Appendix

**SENIOR REGION ENGINEER****PAUL MITCHELL, P.E.****EXPERIENCE SUMMARY**

Paul has over 31 years of technical and engineering experience with an emphasis in wastewater collection systems, municipal waste, and environmental assessment/site remediation. He currently serves as Senior Region Engineer and Project Manager. His background includes work with long-term flow monitoring services for model verification, capacity studies for siphons, pump stations, and critical sewer segments, infiltration and inflow (I/I) analysis and prioritization studies, sewer system evaluation surveys such as physical inspections, smoke testing, as well as technical reporting and presentation.

**Assignment***Sr. Project Engineer/Manager***TEMPORAY SEWER FLOW MONITORING & RAINFALL DEPENDENT INFLOW & INFILTRATION STUDIES****Education**

*B.S., Chemical Engineering -  
Cal State Polytechnic  
University Pomona, 1986*

*M.S. Program Core Courses,  
Civil/Environmental  
Engineering – Cal State  
University Long Beach, 1991*

**East Bay Municipal Utility District, Wet Weather Sewer Flow Monitoring Study, Oakland, California**

**Sr. Project Manager.** Had primary responsibility for running this 109 meter, 9 rain gauge, 3 year project to identify basins with substantial I/I issues. Responsibilities for the project included cost control, ensuring deliverables were met, and oversight of all field and data analysis activities. Also prepared the final data report that was included as a deliverable to Cal EPA.

**Registration**

*Professional Engineer,  
California, No 049435*

*Professional Engineer,  
Nevada, No 016878*

*Professional Engineer,  
Utah, No 8972209-2202*

**City of San Jose, Numerous Sewer Flow Monitoring Studies, San Jose, California**

**Sr. Project Manager.** Fifty-two sanitary flow monitoring sites and 16 rain gauges on a continuous basis and provide daily updates of flow and hydraulic performance via wireless telemetry to a web based data delivery platform called Flowview™. Weekly service summaries and monthly uptime performance metrics are provided along with monthly data analysis and finalization / certification of data. Deliverables also include seasonal flow metering (up to 100 meters at a time) and Rainfall Dependent Infiltration and Inflow (RDII) performance reports that provide trend analysis of dry and wet weather performance.

Additions of up to 85 storm system flow monitoring locations and 9 more temporary rain gauging stations will enable the City to get a better handle on their storm system model.

**Experience***31 Years***Joined Firm***2000***City of Los Angeles, Wet Weather Sewer Flow Monitoring Study, Los Angeles, California**

**Sr. Project Manager.** ADS was awarded a 2-year comprehensive sewer system performance evaluation for the City of Los Angeles, CA. This included deployment of 93 wireless flow monitors in lines ranging in size from 12-inch to 99-inch, flow and map verification, capacity evaluation, preparing an Web-based master database of flow data and capacity performance data. Rainfall Dependent Infiltration & Inflow (RDII) performance evaluations were conducted in metered tributary zones using Sliicer software to assist in the preparation and calibration of their wet weather performance model.

**Relevant Experience**

- ✓ Managed over 300 Temporary Sewer Flow Monitoring Projects
- ✓ Expertise in Rain Dependent Inflow and Infiltration
- ✓ Critical Site Flow verification and Capacity Evaluation Expertise

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**SENIOR REGION ENGINEER****PAUL MITCHELL, P.E.**

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**Orange County Sanitation District, Rain Dependent Inflow and Infiltration Study, Fountain Valley, California**

**Sr. Project Manager.** ADS was awarded a 4-year - \$6,200,000 project. The project involved delineation of 120 master basins and deployment of 150 wireless flow monitors to support the Cooperative Projects Program wherein RDII was targeted for reduction within the 24 Member Agencies comprising the District service area. This was the foundation project for all future RDII reduction efforts District wide.

**San Francisco Public Utilities Commission, Wet Weather Sewer Flow Monitoring Study, San Francisco, California**

**Technical Advisor.** Scope includes temporary sewer flow monitoring at 109 sites for 112 days for year 1, and 32 sites for 120 days for year 2.

**City of San Bernardino, Temporary Sewer Flow Monitoring Study, San Bernardino, California**

**Sr. Project Manager.** ADS was sub-contracted by AKM Consulting Engineers to conduct temporary sewer flow monitoring at 25 gravity locations for a period of 14 days for dry weather model calibration.

**Santa Cruz Count, Temporary Sewer Flow Monitoring Study, Santa Cruz, California**

**Sr. Project Manager.** ADS was sub-contracted by ARCADIS to perform turn-key sewer and rainfall monitoring for a period of 60 days at 10 flow metering stations and 3 rain gauge stations for a Wet Season Study and 30 day monitoring period at 10 sites for the Dry Season Study

**City of Santa Barbara, Rain Dependent Inflow and Infiltration Study, Santa Barbara, California**

**Sr. Project Manager.** The project involved delineation of 40 master basins and deployment of 45 wireless flow monitors and 8 rain gauges, RDII analysis, reporting, and future SSES recommendations. The technical report became a foundational reference for the City for future sewer system evaluations.

**City of Burbank, Burbank, Rain Dependent Inflow and Infiltration Study, California**

**Sr. Project Manager.** ADS was sub-contracted by Kennedy Jenks Consultants, the project involved delineation of 15 master basins and deployment of 20 wireless flow monitors and 3 rain gauges, RDII analysis, reporting, and future SSES recommendations.

**City of Fullerton, Rain Dependent Inflow and Infiltration Study, Fullerton, California**

**Sr. Project Manager.** The project involved delineation of 18 master basins and deployment of 27 wireless flow monitors and 3 rain gauges, RDII analysis, reporting, and SSES recommendations resulting in ADS performing smoke testing of 125,000 linear feet.

**Midway Sanitary District, Rain Dependent Inflow and Infiltration Study, Westminster, California**

**Sr. Project Manager.** The project involved delineation of 16 master basins and deployment of 28 wireless flow monitors and 3 rain gauges, RDII analysis, reporting, and SSES recommendations.

**PUBLICATION AND PRESENTATIONS**

Mitchell, P.S., Enfinger, K.L., "Scattergraph Principles and Practice – Evaluating Self-Cleansing in Existing Sewers Using the Tractive Force Method" Proceedings of the World Environmental & Water Resources Congress 2010; Providence, RI; American Society of Civil Engineers: Reston, VA

Mitchell, P.S., Stevens, P.L., "Gated Cross Correlation Velocity – A Breakthrough Technology for Wastewater Flow Management" WEF Specialty Conference, Louisville, KY, 2009.

Mitchell, P.S., Stevens, P.L., Nazaroff, A., "Demystifying Base Infiltration in Sewers." WEF Specialty Conference, Detroit, MI, 2006.

Mitchell, P.S., Stevens, P.L., "How to Maximize the Value of Sewer Flow Information." ASCE Pipelines Technical Conference, Houston, TX. 2005.

## FIELD MANAGER I

Shay Koerber

**SUMMARY OF EXPERIENCE**

Shay is the Field Manager for ADS Environmental Services in the Huntington Beach, California office. He is responsible for the direct supervision of field personnel and the development of their professional and technical expertise in field activities. His responsibilities include safety training coordination, field record organization, and overall field performance of company projects.

**Assignment***Field Manager I***TEMPORARY SEWER FLOW MONITORING & RAINFALL DEPENDENT INFLOW & INFILTRATION STUDIES****Education**

*Seattle Central Community College, WA Sociology Graduated 2000*  
*O&M of wastewater collection systems*  
*California State University Sacramento, CA 2013*

**Relevant Experience**

As Field Manager Shay has successfully managed the field operations from beginning to end on over 200 temporary flow monitoring projects, totaling more than 1000 monitoring sites. These projects included studies required to obtain data for modeling, inflow and infiltration, billing, event notification services, flow proportional sampling, sewer smoke testing (SSES), and pump station calibrations. Shay presently manages 14 long term projects totaling 200 monitoring sites, as well as several rain gauges.

**Certifications**

*MACP, NACP Certified*  
*O&M Certified*  
*T-Lock Welder (Ameron Water Transmission Group, expires October 2017)*

Shay has also had the experience working with several different agencies in multiple major metropolitan cities throughout the United States. Shay has helped assist and manage several major projects, including Seattle, San Diego, Los Angeles, Las Vegas, Fresno, Reno, Oakland, and San Jose.

**Experience***15 Years***City of San Diego, Sewer Flow Monitoring and Event Notification Services, San Diego, California****Joined Firm***2005*

**Field Manager.** Five-year contract with Metropolitan Wastewater worth \$5,700,000. Monitor 161 sanitary flow monitoring sites in pipes ranging from 8" to 114" on a continuous basis since 2005. Provide daily updates of flow, hydraulic performance and event notification via wireless and landline telemetry to a web based data delivery platform, IntelliServe™. Daily service summaries and 95% or better uptime performance are provided along with monthly data analysis and finalization / certification of data used for billing, modeling and overflow alarming to meet EPA requirements.

**Relevant Experience**

- Successfully Managed over 300 Temporary and Permanent Sewer Flow Monitoring Projects
- Expertise in Flow Monitoring, Water Loss Control and SSES
- Software, Hardware, Data Analysis and Field Experience
- Safety Training Coordinator
- 100% of Shay's projects have meet a 95% uptime rate or better
- Site Reports/ Site Safety Plan development
- Traffic Management Development
- Field Crew Scheduling and Safety Preparation

**City of El Cajon, Sewer System Evaluation Services, El Cajon, California,**

**Field Manager.** ADS was contracted by the City of El Cajon to conduct 164,000 lf of sanitary sewer smoke testing as a follow-up to a system-wide flow monitoring effort to identify RDII. The project involved locating cracks, breaks and illegal connections, and after extensive investigation, over 250 defects were found which assisted the City in developing a rehabilitation plan and identifying necessary sewer repairs and replacement.

Shay Koerber

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**City of Los Angeles, Sewer Flow Monitoring and Event Notification Services, Los Angeles, California**

**Field Manager.** Thirty-three sanitary sewer flow monitoring sites for the purpose of billing, modeling and overflow detection. First commissioned in 1999, the monitoring stations consist of both land-line and wireless flow meters which report to ADS' web-based reporting system for real-time flow measurement and alarming. Scope of work also includes comprehensive service, data analysis, certification of data and as-needed data review and engineering services.

**City of Las Vegas, Permanent Sewer Flow Monitoring, Las Vegas, Nevada**

**Field Manager.** Thirty sanitary sewer flow monitoring sites on a continuous basis since 1997. Flow data is used for billing, modeling and flow verification during diversion activities. Scope of services includes comprehensive service, data analysis and event notification services. Deliverables also include as-needed temporary flow monitoring and removing and reinstalling monitoring stations.

**City of Westminster, Dry and Wet Weather Sewer Flow Monitoring Study, Westminster, Colorado**

**Field Manager.** ADS was sub-contracted by HDR Engineering to conduct temporary sewer flow monitoring at 41 gravity locations for a period of 7 months. This included the deployment of wireless flow monitors in lines ranging in size from 8" to 60", flow and map verification and validation of return to sewer ratio. The purpose of the study was to evaluate capacity and Rainfall Dependent Infiltration & Inflow.

## DATA MANAGER

JACKIE CRUTCHER

**EXPERIENCE SUMMARY**

Jackie is one of ADS' most experienced Data Managers with demonstrated performance record spanning both field and corporate operations. Jackie has conducted numerous sewer system flow monitoring and evaluation projects involving infiltration/inflow determination, combined sewer overflow evaluations, capacity analyses, sewer system evaluation surveys and permanent flow monitoring. Her experience encompasses key project control disciplines in project scheduling and coordination, project management, analysis, data collection, and final report preparation. In addition, she has provided analysis and software training, and customer software and product support. As a data manager for ADS, Jackie is responsible for cultivating proactive team relationships, maximizing resources and ensuring that data analysis requirements for assigned projects are achieved. She independently analyzes data, which may include sanitary, combined, and storm sewer flow data. Data management responsibilities also include coordinating work assignments and schedules for a group of data analysts, conducting data reviews, data audits, quality control and assisting with training of analysis team members.

**Assignment***Data Manager***Education**

*B.S., Computer Science Technology,  
Alabama A&M University, 1983*

**Experience***35 Years***Joined Firm***1985***Relevant Experience**

- ✓ Industry's Most Experienced Data Analyst
- ✓ Flow Monitoring Data Expert
- ✓ Software, Hardware, and Field Experience

**TEMPORARY SEWER FLOW MONITORING & RAINFALL DEPENDENT INFLOW & INFILTRATION STUDIES****City of San Jose, Numerous Sewer Flow Monitoring Studies, San Jose, California**

**Data Manager.** 52 sanitary flow monitoring sites and 16 rain gauges on a continuous basis and provide daily updates of flow and hydraulic performance via wireless telemetry to a web based data delivery platform called FlowView™. Weekly service summaries and monthly uptime performance metrics are provided along with monthly data analysis and finalization / certification of data. Deliverables also includes seasonal flow metering (up to 100 meters at a time) and Rainfall Dependent Infiltration and Inflow (RDII) performance reports that provide trend analysis of dry and wet weather performance. Recent additions of 68 storm system flow monitoring locations and 9 more temporary rain gauging stations will enable the City to get a better handle on their storm system model. Most of these will be re-deployed each wet season (6 months) and some new sites will be added each year for the next 5 years.

**City of Los Angeles, Wet Weather Sewer Flow Monitoring Study, Los Angeles, California**

**Data Manager.** ADS was awarded a 2-year comprehensive sewer system performance evaluation for the City of Los Angeles, CA. This included deployment of 93 wireless flow monitors in lines ranging in size from 12-inch to 99-inch, flow and map verification, capacity evaluation, preparing an Web-based master database of flow data and capacity performance data. Rainfall Dependent Infiltration & Inflow (RDII) performance evaluations were conducted in metered tributary zones using Slicer software to assist in the preparation and calibration of their wet weather performance model.



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JACKIE CRUTCHER

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**Orange County Sanitation District, Rain Dependent Inflow and Infiltration Study, Fountain Valley, California**

**Data Manager.** ADS was awarded a 4-year - \$6,200,000 project completed in 2005. The project involved delineation of 120 master basins and deployment of 150 wireless flow monitors to support the Cooperative Projects Program wherein RDII was targeted for reduction within the 24 Member Agencies comprising the District service area. This was the foundation project for all future RDII reduction efforts District wide.

**East Bay Municipal Utility District, Wet Weather Sewer Flow Monitoring Study, Oakland, California**

**Data Manager.** ADS was awarded a \$2.5 million, 2-wet season sewer performance and capacity evaluation project resulting from an EPA Stipulated Order. This project involved evaluation of capacity in over 100 locations and flow contributions from satellite agencies to a high standard of performance and accuracy in pipes ranging in size from 8-inch to 105-inch.

**San Francisco Public Utilities Commission, Wet Weather Sewer Flow Monitoring Study, San Francisco, California**

**Technical Advisor.** Scope includes temporary sewer flow monitoring at 109 sites for 112 days for year 1, and 32 sites for 120 days for year 2.

**Port of Long Beach, Long Beach, Temporary Sewer Flow Monitoring Study, Long Beach, California,**

**Data Manager.** ADS was sub-contracted by RBF Engineers to conduct temporary sewer flow monitoring at 25 gravity locations and 6 lift stations for a period of 3 months study for a wet period and 14 day dry study.

**City of San Bernardino, Temporary Sewer Flow Monitoring Study, San Bernardino, California**

**Data Manager.** ADS was sub-contracted by AKM Consulting Engineers to conduct temporary sewer flow monitoring at 25 gravity locations for a period of 14 days for dry weather model calibration.

**Santa Cruz Count, Temporary Sewer Flow Monitoring Study, Santa Cruz, California**

**Data Manager.** ADS was sub-contracted by ARCADIS to perform turn-key sewer and rainfall monitoring for a period of 60 days at 10 flow metering stations and 3 rain gauge stations for a Wet Season Study and 30 day monitoring period at 10 sites for the Dry Season Study

**City of Santa Barbara, Rain Dependent Inflow and Infiltration Study, Santa Barbara, California**

**Data Manager.** The project involved delineation of 40 master basins and deployment of 45 wireless flow monitors and 8 rain gauges, RDII analysis, reporting, and future SSES recommendations.



JACKIE CRUTCHER

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**City of Burbank, Burbank, Rain Dependent Inflow and Infiltration Study, California**

**Data Manager.** ADS was sub-contracted by Kennedy Jenks Consultants, the project involved delineation of 15 master basins and deployment of 20 wireless flow monitors and 3 rain gauges, RDII analysis, reporting, and future SSES recommendations.

**City of Fullerton, Rain Dependent Inflow and Infiltration Study, Fullerton, California**

**Data Manager.** The project involved delineation of 18 master basins and deployment of 27 wireless flow monitors and 3 rain gauges, RDII analysis, reporting, and SSES recommendations resulting in ADS performing smoke testing of 125,000 linear feet.

**Midway Sanitary District, Rain Dependent Inflow and Infiltration Study, Westminster, California**

**Data Manager.** The project involved delineation of 16 master basins and deployment of 28 wireless flow monitors and 3 rain gauges, RDII analysis, reporting, and SSES recommendations.

# TRITON+<sup>®</sup>

## Flow Meter Specifications



<b>Connectors</b>	U.S. Military specification MIL-C 26482 series 1, for environmental sealing, with gold-plated contacts
<b>Communication</b>	<p>Third-party, FCC/IC/EC- and carrier-approved wireless modem</p> <p>Compatible with 4G LTE-M networks worldwide with 2G fallback (where available)</p> <p>Automatically detects installed SIM upon boot up to determine correct network</p> <p>Modem FCCID: R17ME910C1WW</p>
<b>Monitor Interfaces</b>	<p>Supports simultaneous interfaces with up to two combo sensors</p> <p>Supports optional Analog and Digital I/O with ADS XIO: two 4-20 mA inputs and outputs, two switch inputs and two relay outputs</p>
<b>Power</b>	<p><b>Internal</b> - Battery life with a cellular modem:</p> <ul style="list-style-type: none"> <li>• Over 15 months at a 15-minute sample rate*</li> <li>• Over 6 months at a 5-minute sample rate*</li> </ul> <p><b>External</b> - Optional external power available with ADS External Power and Communications Unit (ExPAC) with an ADS- or customer-supplied 9-36 Volt DC power supply</p> <p>* Rate based on collecting data once a day and varies according to sensor configuration and operating temperature</p>
<b>Connectivity</b>	<p><b>Modbus ASCII:</b> Wireless; Wired using ADS ExPAC or XBUS</p> <p><b>Modbus RTU:</b> Wireless; Wired using ADS ExPAC or XBUS</p> <p><b>Modbus TCP:</b> Wireless only</p>
<b>Operating and Storage Temperature</b>	-4 degrees to 140 degrees F (-20 degrees to 60 degrees C)
<b>Compatibility</b>	<p>Attachable ADS Sensors</p> <p><b>Qstart<sup>™</sup>XML</b> with <b>TRITON+<sup>®</sup></b> firmware version 6.42 and higher</p> <p><b>PRISM<sup>™</sup></b></p>

### Mounting Options

**Mount on the manhole rung** use standard hook (ADS p/n 8000-0021)

**Mount permanently to the manhole wall** use monitor mounting bracket/flange (ADS p/n I40-0009)

**Mount to the manhole rim** use monitor bracket/flange (ADS p/n I40-0009)

### Intrinsic Safety Certifications

**Certified under the ATEX** European Intrinsic Safety standards for Zone 0 rated hazardous areas

**Certified under IECEx** (International Electrotechnical Commission) Intrinsic Safety Standards for use in Zone 0 rated hazardous areas (equivalent to Class I, Division 1, Groups C & D)

**CSA Certified to Class 225803** Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Zone 0 Hazardous Locations, Ex ia IIB T3 (152°C) in Canada

**CSA Certified to Class 225883** Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Class I Zone 0 Hazardous Locations, AEx ia IIB T3 (152°C) in the USA (equivalent to Class I, Division 1, Groups C & D)

### Other Certifications/Compliances

FCC Part 15 and Part 68 compliant

Carries the EU CE mark

ROHS (lead-free) compliant

Canada IC CS-03 compliant



Certificate No: 940056



Learn more about **TRITON+**  
[www.adsenv.com/triton](http://www.adsenv.com/triton)



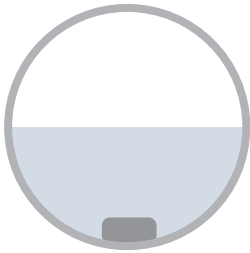
Call: 800.633.7246  
 Email: [adssales@idexcorp.com](mailto:adssales@idexcorp.com)



# TRITON+<sup>®</sup>

## Sensor Specifications

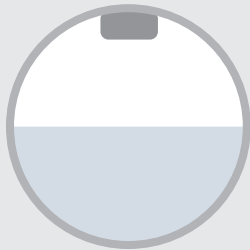
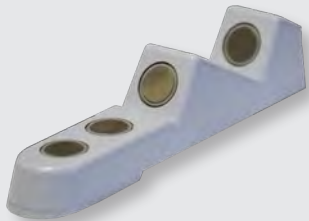
The ADS<sup>®</sup> **TRITON+<sup>®</sup>** features three depths and two velocities with five sensor options. Each sensor provides multiple technologies for continuous running of comparisons.



### Peak Combo Sensor

This versatile and economical sensor includes three measurement technologies in a single housing: ADS-patented continuous wave *peak velocity*, *uplooking ultrasonic depth*, and *pressure depth*.

<b>Dimensions</b>	<b>Height:</b> 0.83 in (21 mm), <b>Width:</b> 1.23 in (31 mm), <b>Length:</b> 6.76 in (172 mm)
<b>Continuous Wave Velocity</b>	<b>Operating Range:</b> -30 fps to +30 fps (-9.1 m/s to +9.1 m/s) <b>Resolution:</b> 0.01 fps (0.003 m/s) <b>Accuracy:</b> +/- 0.04 fps (0.01 m/s) in velocities < 1 fps; +/- 2% of actual velocity in velocities > 1 fps (0.30 m/s) in uniform flow
<b>Uplooking Ultrasonic Depth</b>	Performs with rotation of up to 15 degrees from the center of the invert; up to 30 degrees rotation with Silt Mount Adapter <b>Operating Range:</b> 1.0 in (25 mm) to 5 ft (152 cm) <b>Resolution:</b> 0.01 in (0.254 mm) <b>Accuracy:</b> 0.5% of reading or 0.125 in (3.2 mm), whichever is greater
<b>Pressure Depth</b>	<b>Operating Range Option:</b> 0 - 05 PSI up to 11.5 ft (3.5 m) 0 - 15 PSI up to 34.5 ft (10.5 m) 0 - 30 PSI up to 69 ft (21.0 m) <b>Resolution:</b> 0.01 in (0.25 mm) <b>Accuracy:</b> +/-1.0% of full scale

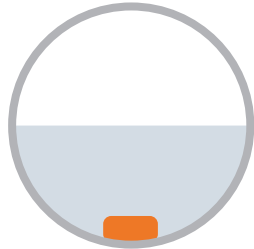


### Surface Combo Sensor

This sensor features four technologies including surface velocity, ultrasonic depth, surcharge continuous wave velocity, and pressure depth.

<b>Dimensions</b>	<b>Height:</b> 2.45 in (62 mm), <b>Width:</b> 2.03 in (52 mm), <b>Length:</b> 10.61 in (269 mm)
<b>Surface Velocity</b>	<b>Minimum air range:</b> 3 in (76 mm) from bottom of rear, descended sensor <b>Maximum air range:</b> 42 in (107 cm) <b>Range:</b> 1.00 to 15 fps (0.30 to 4.57 m/s) <b>Resolution:</b> 0.01 fps (0.003 m/s) <b>Accuracy:</b> +/-0.25 fps (0.08 m/s) or 5% of actual reading (whichever is greater) in flow velocities between 1.00 and 15 fps (0.30 and 4.57 m/s)
<b>Ultrasonic Depth</b>	<b>Minimum dead band:</b> 1.0 in (25.4 mm) from the face of the sensor or 5% of the maximum range, whichever is greater <b>Maximum operating air range:</b> 10 ft (3.05 m) <b>Resolution:</b> 0.01 in (0.25 mm) <b>Accuracy:</b> +/- 0.125 in (3.2 mm) with 0.0 in (0 mm) drift, compensating for variations in air temperature
<b>Surcharge Continuous Wave Velocity</b>	<i>When submerged, this technology provides the same accuracy and range as Continuous Wave Velocity for Peak Combo Sensor</i>
<b>Surcharge Pressure Depth</b>	<i>When submerged, this technology provides the same accuracy and range as Pressure Depth for Peak Combo Sensor</i>

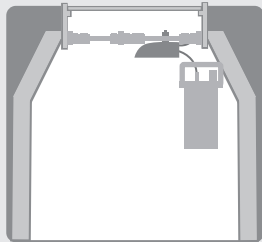
The **Ultrasonic Depth Sensor** version of this sensor specializes in depth measurement. This non-intrusive, zero-drift sensing method results in stable, accurate, and reliable flow depth calculation. Two independent ultrasonic transducers allow for independent cross-checking.



## AV|GATED<sup>®</sup>

This sensor combines proven depth measurement methods with state-of-the-art gated velocity measurement technology to provide accurate and reliable area-velocity measurements to calculate accurate sewer flow rate.

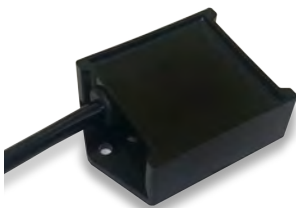
<b>Dimensions</b>	<b>Height:</b> 0.83 in (21 mm), <b>Width:</b> 1.50 in (38 mm), <b>Length:</b> 7.11 in (181 mm)
<b>Weight</b>	2 lbs (0.91 kg)
<b>Operating Temperature</b>	-4° to 140° F (-20° to 60° C)
<b>Operating Range</b>	<b>Ultrasonic Depth:</b> 1 in to 72 in (2.54 cm to 182.88 cm) <b>Pressure Depth (standard):</b> 0 in to 277 in at 10 psi (0 cm to 703.58 cm at 10 psi) <b>Velocity:</b> -20 fps to +20 fps (-6.10 m/s to +6.10 m/s); minimum depth for velocity = 5 in (12.70 cm)
<b>Accuracy</b>	<b>Ultrasonic Depth:</b> ±0.13 in (3.2 mm) or ±0.5% of flow depth; whichever is greater <b>Pressure Depth:</b> ±1% of full range <b>Velocity:</b> ±0.2 fps (0.06 m/s) or ±4% of average velocity; whichever is greater in uniform flow in velocities between -5 and +20 fps (-1.52 to 6.10 m/s)
<b>Resolution</b>	<b>Ultrasonic Depth:</b> 0.01 in (0.03 cm) <b>Pressure Depth:</b> 0.01 in (0.03 cm) <b>Velocity:</b> 0.01 fps (0.003 m/s)



## Long Range Depth Sensor

A narrow, powerful ultrasonic beam allows this depth sensor to perform well over long ranges. Integral Submersion Sensor provides detection of flooding at the point of interest.

<b>Dimensions</b>	<b>Height:</b> 4.22 in (107.2 mm), <b>Width:</b> 4.40 in (111.8 mm), <b>Length:</b> 9.15 in (232.4 mm)
<b>Long Range Ultrasonic Depth</b>	<b>Minimum Dead Band:</b> 0.0 in (0.0 mm) from the bottom of sensor housing <b>Maximum Operating Air Range:</b> 20 ft (6.1 m) <b>Beam Angle:</b> +/- 3° <b>Resolution:</b> 0.01 in (0.24 mm) <b>Accuracy:</b> +/- 0.25% of sensor range measurement or 0.13 in (3.2 mm) whichever is greater, in a homogeneous temperature air column <b>Drift:</b> 0.0 in (0.0 mm) <b>Temperature Compensation:</b> Additional compensation for variable temperature air column supported
<b>Submersion</b>	Detects submersion when fully covered with liquid

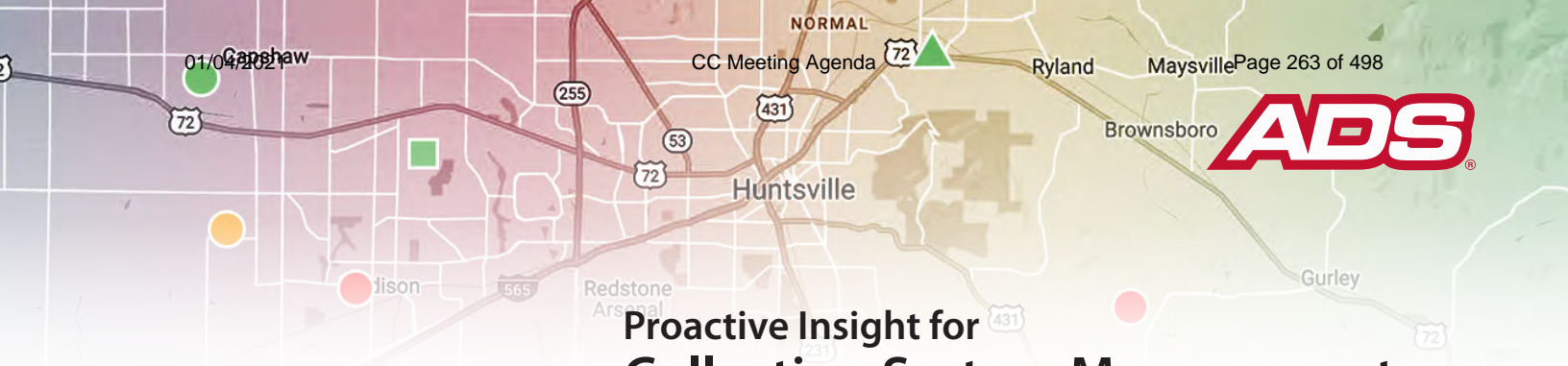


## INCLINOMETER

This sensor utilizes an integrated accelerometer to accurately determine the state of a flood gate's positioning in water control and management systems.

<b>Dimensions</b>	<b>Height:</b> 0.87 in (2.20 cm), <b>Width:</b> 2.03 in (5.16 cm), <b>Length:</b> 3.00 in (7.62 cm)
<b>Housing</b>	Solid molded ABS, high impact and abrasion resistant, fully sealed device
<b>Weight</b>	1.5 lbs (0.68 kg) including 25 ft communication cable and connector
<b>Operating Range</b>	0° to 90°
<b>Accuracy</b>	+/- 0.25 between 0° and 40°
<b>Resolution</b>	0° to 60° = 0.03° 60° to 90° = 0.3°
<b>Mounting Options</b>	Mount on flat surface of the wastewater side of closed flood gate, or a closed door or hatch for intrusion alarms Construction adhesive, stainless steel screws, zip ties, stainless steel clamp





## Proactive Insight for Collection System Management

# PRISM™

### PRISM Transforms Your System Management

**PRISM™** is a web application that puts critical data at your fingertips to support management, engineering, and operational decisions within your wastewater collection system. **PRISM** connects clients to an **ADS®** monitoring network, delivering near real-time operational intelligence on the status of your wastewater collection system. It is the fastest and easiest way to visualize the condition of your collection system. It offers dynamic analytical functions to fuel discoveries that will lead to enhanced management of your system.

### System Wide Performance at a Glance

Access your data and device status on our cloud-based Collection System Management platform, **PRISM**. The home page provides immediate system insight including a map view reflecting flow, level, and rainfall monitors with location and condition details, leaderboard tiles with system status, and quick access to the data vault as well as specialized reports. The intuitive interface allows you to quickly manage alarms, check collection and device status, generate reports, and link third party data through our self-service API to automate and enhance your specific workflow.



**Visualize** sewer system performance through intuitive dashboards and graphical displays



Transform data into **actionable insight** with powerful analytics



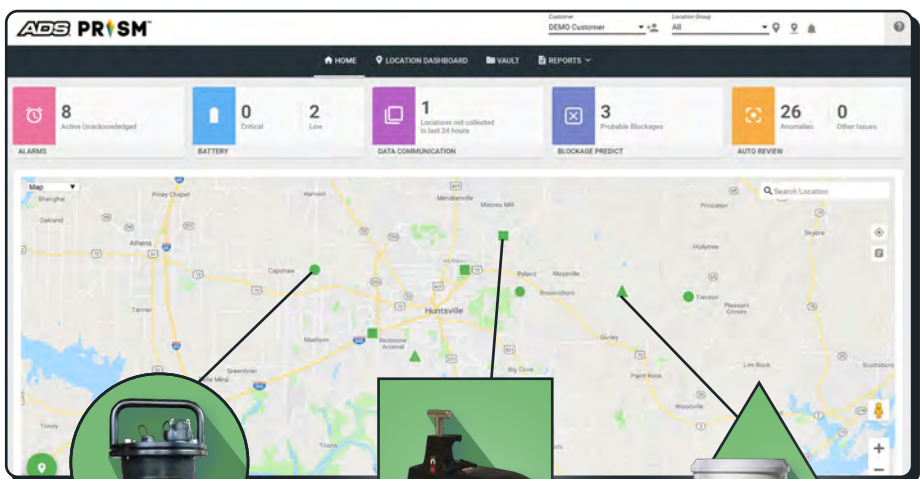
Ensure timely **performance notifications** with configurable alarms for advance notice of developing problems



Provides an **easy and transformative** user experience for sewer data management



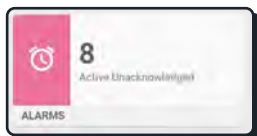
**Collaborate for success** by sharing data, reports, and related files among cross-functional groups



## Easy, Intuitive, Actionable

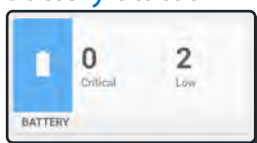
PRISM's dashboard transforms your experience. Get in-depth system analysis that places operational intelligence at your fingertips.

### Alarms



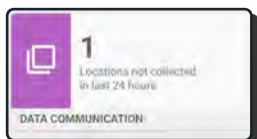
Self manage and review alarms to inform you of events, performance, and data anomalies at flow, level, or rainfall monitoring locations.

### Battery Status

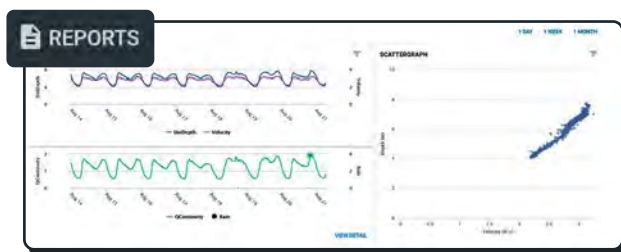


Easy battery status management ensures seamless operation of flow, level, and rainfall monitors.

### Data Communication

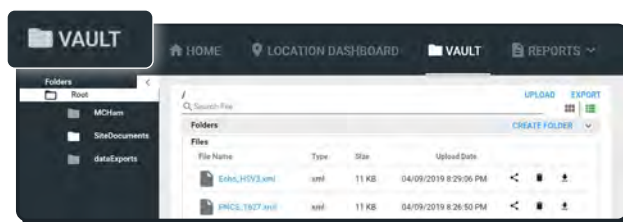


Track monitor communication status to identify any data collection problems that may arise.



### Visualizing and Reporting

Graphing and reporting capabilities include side-by-side Hydrograph and Scattergraph comparisons for rapid viewing of each site's status.

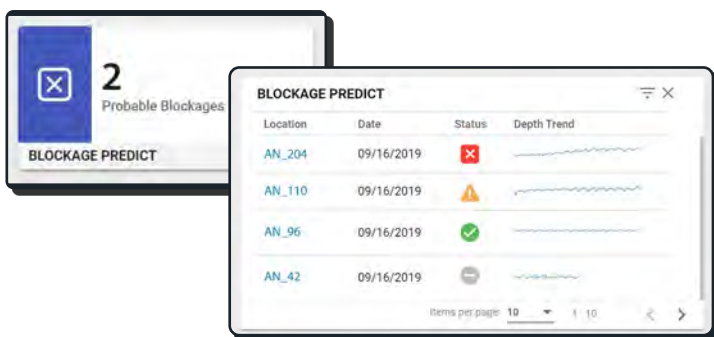


### Data Vault

Upload, store, organize, and delete any files pertinent to your project. Share a time-sensitive link of your files with PRISM users or non-users.

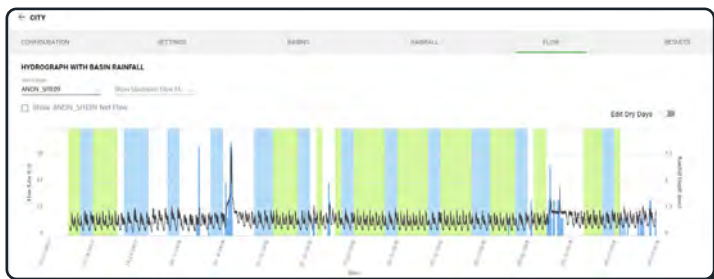
## Advanced Features

ADS is introducing new advanced features so you can stay on top of your collection system with in-depth insights and specialized tools. Contact us for demos or purchase.



### blockage PREDICT™

Prevent sewer overflows by coupling flow depth data with smart algorithms to sense developing sewer blockages. This *advanced machine learning* application recognizes flow anomalies and provides advance notifications so you can direct resources in a timely, cost-effective manner to pro-actively prevent sewer overflows before they become a problem.



### New SLiCER™ (Coming Soon)

Together, PRISM and SLiCER provide a powerful set of online engineering tools designed to extract rigorous Dry and Wet Weather performance analytics from sewer flow and rain data with speed and precision.





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# SAN FERNANDO

## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** January 4, 2021

**Subject:** Presentation and Update Regarding COVID-19 Response Efforts

### RECOMMENDATION:

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

### ANALYSIS:

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and CARES Act and other potential stimulus funding.

### Staff Updates.

#### State of California COVID-19 Updates.

Staff will provide an update on the State of California's Blueprint for a Safer Economy plan (Attachment "A").

#### Los Angeles County Department of Public Health (LACDPH) Safer At Home Health Order.

Staff will provide an update on current Health Orders issued by the LACDPH and key COVID-19 related metrics (Attachment "B").

## Presentation and Update Regarding COVID-19 Response Efforts

Page 2 of 5

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### Health Order Enforcement.

Staff will provide an update on current enforcement efforts and request direction related to future enforcement, as appropriate.

### City Facility Closures.

In an effort to limit the potential exposure and spread of COVID-19 and to safeguard the City of San Fernando's ability to continue providing essential services, including public safety, water service, and community support, City Hall will be closed to the public until the State of California lifts the current "Safer at Home" restrictions.

City staff will continue to be available to answer calls and respond to emails Monday through Thursday, 7:30 a.m. through 5:30 p.m., and Friday, 8:00 a.m. through 5:00 p.m. For additional convenience, the public can use the Online Permit Counter, [www.sfcity.org/Community-Development](http://www.sfcity.org/Community-Development), to submit building permit applications, track progress, and schedule inspections online. Below is contact information for each City Department:

Planning & Zoning Permits; Building Permits & Inspections; Graffiti Removal; Yard Sale Permits	(818) 898-1227	<a href="mailto:CommunityDevelopment@sfcity.org">CommunityDevelopment@sfcity.org</a>
Water & Sewer Utilities; Water Bills (use night Dropbox if paying by check)	(818) 898-1212	<a href="mailto:Finance@sfcity.org">Finance@sfcity.org</a>
Tree & Street Services	(818) 898-1222	<a href="mailto:PublicWorks@sfcity.org">PublicWorks@sfcity.org</a>
Police (non-emergency)	(818) 898-1267	<a href="mailto:Police@sfcity.org">Police@sfcity.org</a>
Adult, Senior & Youth Programs	(818) 898-1290	<a href="mailto:Recreation@sfcity.org">Recreation@sfcity.org</a>
City Manager	(818) 898-1202	<a href="mailto:CityManager@sfcity.org">CityManager@sfcity.org</a>
City Clerk	(818) 898-1204	<a href="mailto:CityClerk@sfcity.org">CityClerk@sfcity.org</a>
General Information	(818) 898-1200	<a href="mailto:Info@sfcity.org">Info@sfcity.org</a>

**Presentation and Update Regarding COVID-19 Response Efforts**Page 3 of 5

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Indoor recreational facilities remain closed to the public except when a heat advisory is issued or a Public Safety Power Shutoff (PSPS) notice is provided by Southern California Edison and the Las Palmas Park facility is open as a cooling center or emergency shelter. Staff is following the County protocol for physical distancing and cleaning while the cooling centers are open.

**San Fernando Residential Food Program.**

The City Council allocated \$100,000 in CDBG/CARES Act funding to create the San Fernando Residential Food Distribution Program to assist families impacted by COVID-19. The food distribution program will provide a box of non-perishable food items (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee and tea, rice, baby food, and other non-perishable food items. Personal protective equipment including masks, hand sanitizer, and disinfectant solution may also be provided.

To apply, interested households must complete a self-certification form that will be submitted to LA County for approval. Once approved, the City will schedule date and time for a no-contact distribution of food to qualified households. Applications may be completed online or downloaded via the City's website ([WWW.SFCITY.ORG/Coronavirus/#Resident-Resources](http://WWW.SFCITY.ORG/Coronavirus/#Resident-Resources)).

Three San Fernando Residential Food Distribution events have been held on October 17, 2020, November 21, 2020 and December 19, 2020. A total of 237 applicants have been invited to pick-up their box of non-perishable food and PPE items with more than 200 families being served. The next distribution event is scheduled for January 23, 2021, and the applicant deadline is January 6, 2021.

**San Fernando Personal Protective Equipment (PPE) for Businesses Program.**

The City Council allocated \$25,000 in CDBG/CARES Act funding to create the San Fernando Personal Protective Equipment (PPE) for Businesses Program to assist businesses impacted by COVID-19. The program will provide a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable (KN95 and/or blue surgical-type) masks, disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

To apply, interested businesses must complete an application and submit it to the City for approval. Once approved, the City will schedule date and time for a no-contact distribution of equipment to qualified businesses. Applications may be completed online or downloaded via the City's website ([WWW.SFCITY.ORG/Coronavirus/#Business-Resources](http://WWW.SFCITY.ORG/Coronavirus/#Business-Resources)).

The first San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution was held on Monday, December 14, 2020. A total of 66 applicants were invited to pick-up their box of PPE items with approximately 55 of those businesses being served. The next distribution event will be scheduled in late January or early February 2021.

**Presentation and Update Regarding COVID-19 Response Efforts**Page 4 of 5

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**COVID-19 Testing.**

On Tuesday, November 24, 2020, the City of San Fernando, in partnership with the City of Los Angeles, Los Angeles Fire Department (LAFD), the non-profit organization Community Organized Relief Effort (CORE), and Curative Lab, established a walk-up COVID-19 Testing site at Recreation Park. The walk-up super site offers up to 3,000 COVID-19 tests each day and operates Monday through Saturday from 8:00 am - 4:00 pm. The site will also be able to deliver up to 500 flu vaccines per day. In the weeks ahead, the site will also begin to enable residents to participate in an ongoing rapid antigen testing pilot. Reservations are required and may be made through a link on the City's website: [www.sfcity.org/coronavirus](http://www.sfcity.org/coronavirus).

Recreation Park was selected because portions of the City's zip code (91340) have experienced a significant increase in positivity rate over the last few weeks and LA County Public Health has found that locating testing sites in a community has been very successful in decreasing the positivity rate. This is an important effort in curbing the spread of COVID19 in our community.

**Public Medical Point of Dispensing (MPOD) Location.**

Staff has been working with the County of Los Angeles Department of Public Health (DPH) to draft a Memorandum of Understanding (MOU) designating the Recreation Park and Las Palmas Park facilities eligible MPOD locations. Through the MOU, the City would partner with DPH to dispense life-saving Medical Counter Measures (MCM) to the public during a public health emergency. To qualify locations in the City as MPODs, the proposed facilities must meet certain County MPOD requirements, City staff must complete training exercises and the City must execute an MOU. The site inspections have been completed and the training/MOU adoption are tentatively scheduled for January/February 2021. The MPOD structure may be used to distribute a COVID-19 vaccination when it becomes widely available and would open to everyone with no restrictions.

**COVID-19 Vaccine.**

Some groups in Los Angeles County are already being vaccinated. These groups include staff who work in acute care hospitals, residents and staff at Skilled Nursing Facilities, and emergency medical technicians and paramedics.

Both the Pfizer and Moderna vaccines have been shown to be safe and very effective in large studies that involved a diverse mix of people. These vaccines prevented 95% of cases of COVID-19 disease. While the vaccine stops people from getting sick, however, it is not yet clear if it stops them from spreading COVID-19 to other people. It is also not yet known how long they will be immune. So, everyone must still wear a face covering, physically distance, and not gather.

The COVID-19 vaccine will be free for everyone and will be offered to different groups in phases (Attachment "C") and is likely to be available to the general public in Spring/Summer 2021.

**Presentation and Update Regarding COVID-19 Response Efforts**Page 5 of 5

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**BUDGET IMPACT:**Coronavirus Relief Funds

The overall total that the City of San Fernando received from the Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California through the first CARES Act was \$311,234. Given how much staff time was needed to keep City Hall operating and the need for PPE at the inception of the pandemic, City Council approved using the funds to reimburse the City of the following COVID response related expenses:

City COVID-19 Response Expenses	
Personnel Costs	\$250,000
Department Supplies	\$61,234
Total Costs	\$311,234

The City's Finance Department has tracked and continues to monitor these expenses. The total year to day (March – December 2020) expenses for labor are \$313,147 (inclusive of the most recent payroll) and \$158,775 for supplies (as of the most recent accounts payable run) totaling \$471,922.

The City also received additional one-time federal Community Development Block Grant – Coronavirus (CDBG-V) funding in the amount of \$136,373. Per Council direction, \$100,000 was allocated for the Residential Food Distribution program; \$25,000 was allocated for Small Business PPE; \$11,373 was allocated for administrative services through our consultant, Michael Baker International. Approximately fifty percent of the funds for each program have been spent to date. Staff anticipates holding a few more distribution events to spend the remainder of the funds.

**ATTACHMENTS:**

- A. California Blueprint for a Safer Economy
- B. City of San Fernando and LA County Daily COVID-19 Data – as of December 30, 2020
- C. COVID-19 Vaccine Distribution Phases

**ATTACHMENT "A"**

As of 12/30/2020

**CALIFORNIA BLUEPRINT FOR A SAFER ECONOMY****STATEWIDE METRICS****93.1** New COVID-19 positive cases per day per 100K**14.5%** Positivity rate (7-day average)**0.0%** ICU availability

Find a county

No items highlighted



Click on the map for updated metrics

**COUNTY RISK LEVELS**

	Counties	Population	
Widespread	54	39,973,035	99.6%
Substantial	3	153,010	0.4%
Moderate	1	3,115	0.0%



County risk level	Adjusted case rate* 7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed	Positivity rate** 7-day average of all COVID-19 tests performed that are positive	
		Entire county	Healthy equity quartile
<b>WIDESPREAD</b>  Many non-essential indoor business operations are closed.	<b>More than 7.0</b> Daily new cases (per 100k)	<b>More than 8.0%</b> Positive tests	
<b>SUBSTANTIAL</b>  Some non-essential indoor business operations are closed.	<b>4.0 – 7.0</b> Daily new cases (per 100k)	<b>5.0 – 8.0%</b> Positive tests	<b>5.3 – 8.0%</b> Positive tests
<b>MODERATE</b>  Some indoor business operations are open with modifications.	<b>1.0 – 3.9</b> Daily new cases (per 100k)	<b>2.0 – 4.9%</b> Positive tests	<b>2.2 – 5.2%</b> Positive tests
<b>MINIMAL</b>  Most indoor business operations are open with modifications.	<b>Less than 1.0</b> Daily new cases (per 100k)	<b>Less than 2.0%</b> Positive tests	<b>Less than 2.2%</b> Positive tests

\*Small counties (those with a population less than 106,000) may be subject to alternate case assessment measures for purposes of tier assignment.

\*\*Health equity metric is not applied for small counties. The health equity metric is used to move to a less restrictive tier.

## City of San Fernando Daily COVID-19 Data

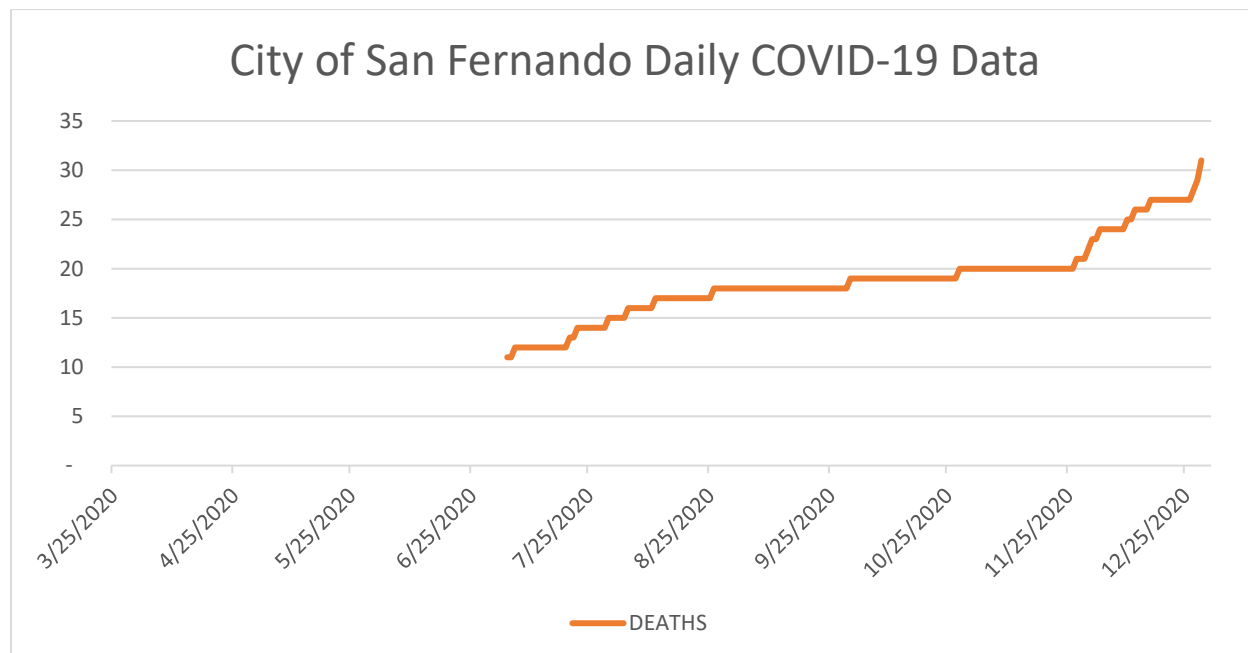
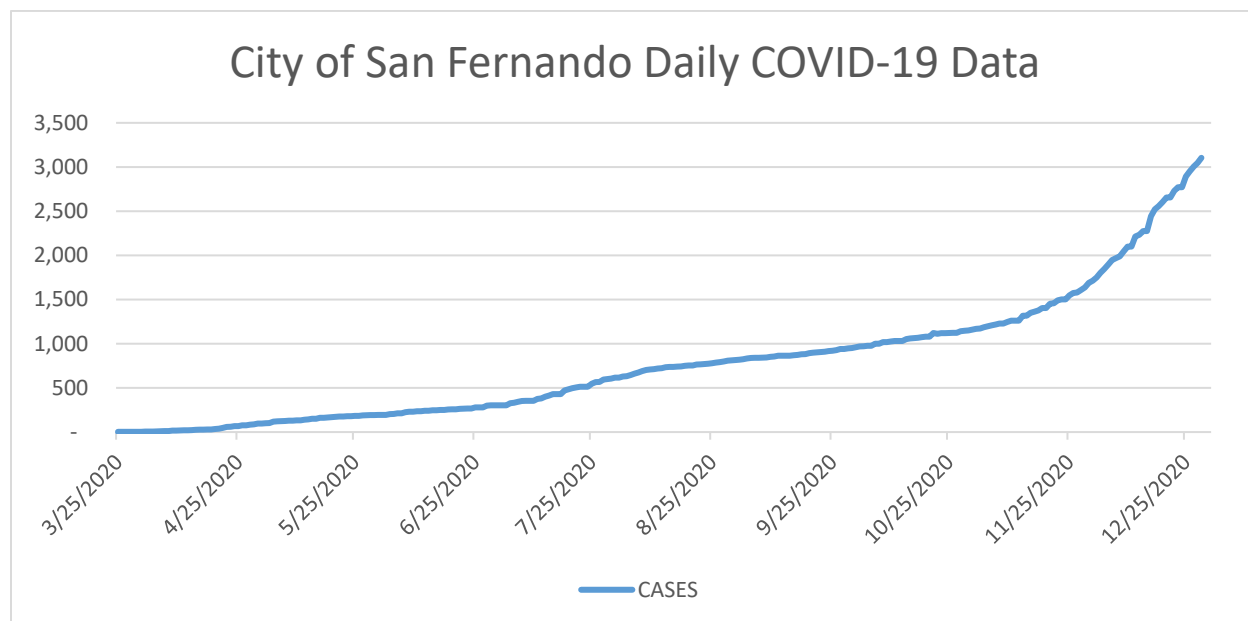
**SOURCE:**

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; statistics captured daily.

**Graph 1: Daily COVID-19 Cases and Deaths in the City of San Fernando**

**Total Cases (as of December 29, 2020): 3,104**

**Total Deaths (as of December 29, 2020): 31**



## Los Angeles County Daily COVID-19 Data

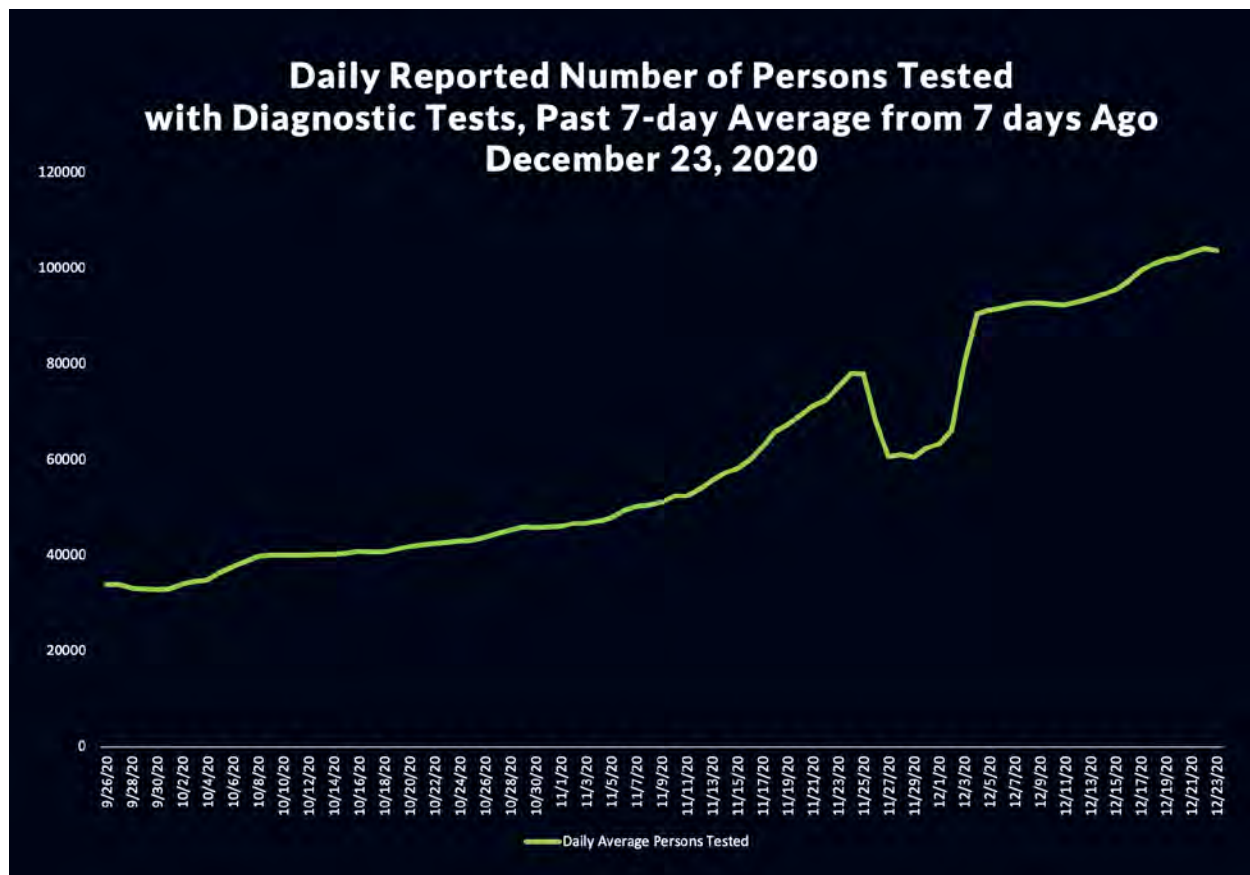
**SOURCE:**

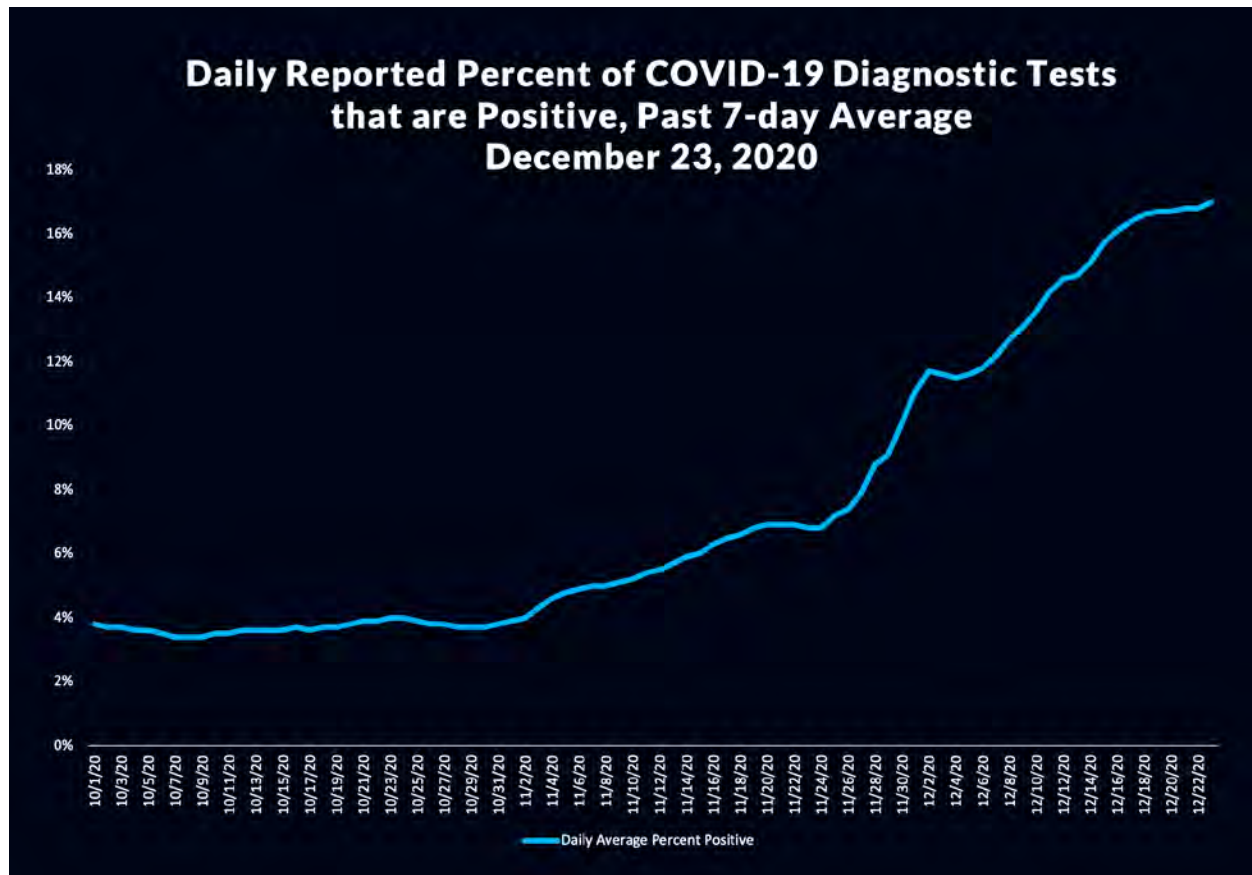
<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; visited on 12/30/2020 @ 5:15 pm.

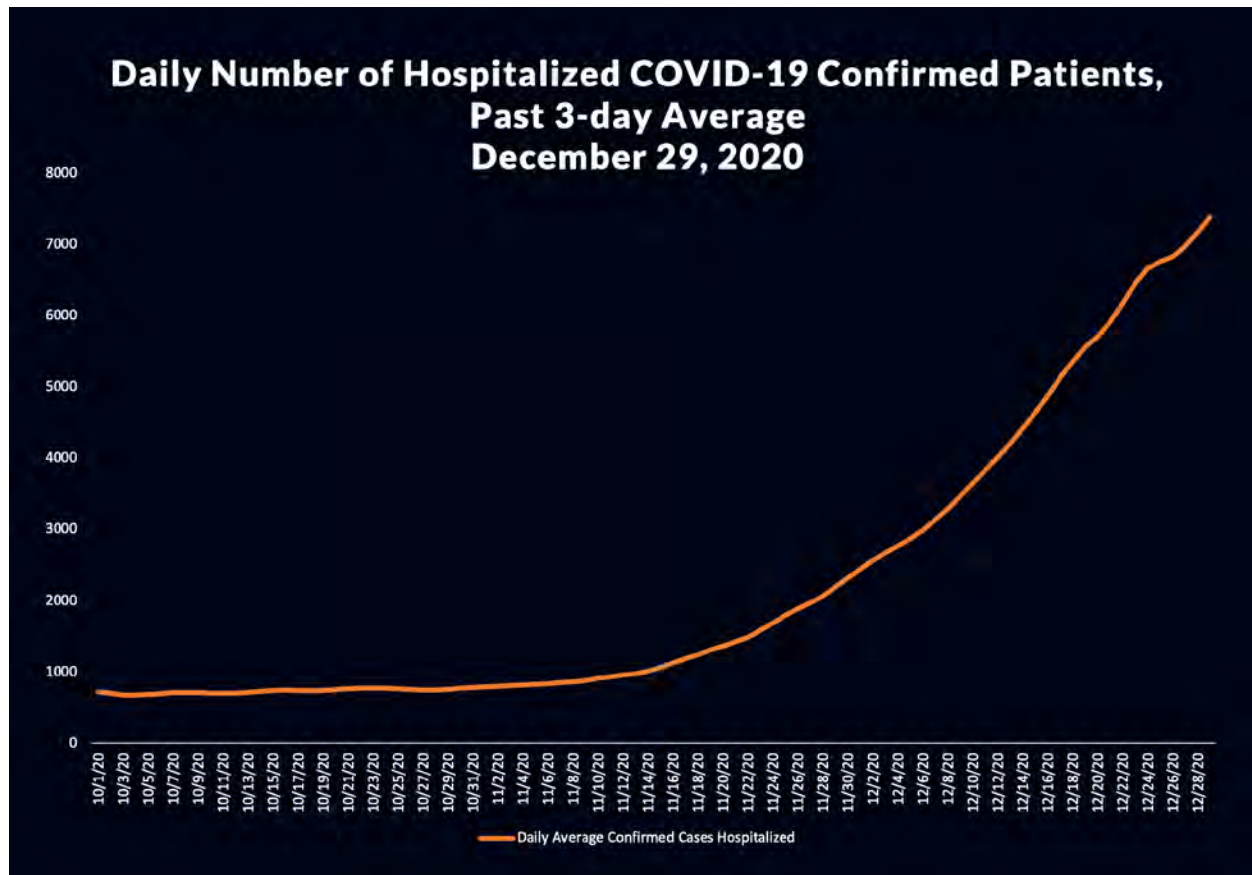
**Graph 1: Daily Reported Persons Tested for COVID-19**

**7-Day Daily Average: 103,735**

**Total Number of People Tested: 4,671,729**



**Graph 2: Daily Reported Percent Positive for COVID-19****7-Day Daily Average: 17.0%**

**Graph 3: Daily Number of COVID-19 Hospitalizeds****Current Hospitalizations (12/30/20): 7,415**

# COVID-19 VACCINE DISTRIBUTION PHASES

## Phase 1A (Tier 1)

- Health Care Workers at Acute Care Hospitals, Psychiatric and Correctional Facility Hospitals
- Skilled Nursing Facility Health Care Workers and Residents
- EMTs and Paramedics
- Other Long-Term Care Facility Health Care Workers and Residents
- Special Needs Group Living Health Care Staff
- Dialysis and Infusion Centers

## Phase 1A (Tier 2)

- Health Care Workers in:
  - Residential Substance Abuse Disorder Facilities
  - Immediate Care Facilities
  - Home Health Care Service
  - Primary Care Clinics
  - Urgent Care Clinics
- Public Health Field Staff
- Field-Based Community Health Workers Doing Work with High Risk of Exposure
- Regional Centers

## Phase 1A (Tier 3)

- Health Care Personnel in Specialty Clinics
- Laboratory Workers
- Dental and Other Oral Health Clinic Health Care Workers
- Pharmacy Staff Not Working in Settings at Higher Tiers
- COVID-19 Testing Staff

# COVID-19 VACCINE DISTRIBUTION PHASES

## Phase 1B\*

- Persons 75 years and older
- Frontline Essential Workers:
  - First Responders (Firefighters, Police)
  - Education (Teachers, Support Staff, Daycare)
  - Food & Agriculture
  - Manufacturing
  - Corrections Workers
  - U.S. Postal Service Workers
  - Public Transit Workers
  - Grocery Store Workers

## Phase 1C\*

- Persons 65-74 years old
- Persons 16-64 years old with High-Risk medical conditions
- Other Essential Workers:
  - Transportation and logistics
  - Food Service
  - Shelter & Housing (construction)
  - Finance (e.g., bank tellers)
  - IT & Communication
  - Energy
  - Media
  - Legal
  - Public Safety (Engineers)
  - Water & Wastewater

## Phase 2\*\*

- Persons 16-64 Years Old without High-Risk Medical Conditions

\*These are based on preliminary guidance from the CDC ACIP Interim Recommendations for Allocation of COVID-19 Vaccine and may be modified by the State.

\*\*Proposed population to be decided later by the ACIP.



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works

**Date:** January 4, 2021

**Subject:** Consideration to Approve a Professional Services Agreement with Toole Design LLC to Develop a Safe and Active Streets Implementation Plan

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Agreement) (Attachment "A" – Contract No. 1975) with Toole Design LLC in an amount not-to-exceed \$79,290 for transportation planning and design services to develop a Safe and Active Streets Implementation Plan for the City of San Fernando; and
- b. Authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

### BACKGROUND:

1. On January 25, 2018, the City Council adopted Resolution No. 7837, a [Safe and Active Streets Plan](#) (SASP – Click on hyperlink to access plan) that detailed recommended policies, programs, and projects that would advance transportation safety and encourage physical activity.
2. On November 26, 2018, the City, in collaboration with Local Government Commission, submitted a grant application to the California Department of Transportation (Caltrans) to obtain funds through the Sustainable Communities grant program.
3. On May 17, 2019, the City was awarded a grant from Caltrans in the amount of \$141,680 for the preparation of a Safe and Active Streets Implementation Plan.
4. On August 5, 2019, the City Council accepted the \$141,680 grant from Caltrans, approved Resolution No. 7941 authorizing the City to enter into an agreement with Caltrans for the preparation of the Implementation Plan, and approved Resolution No. 7943 appropriating the grant funds in the Fiscal Year (FY) 2019-2020 Budget.

**Consideration to Approve a Professional Services Agreement with Toole Design, LLC, to Develop a Safe and Active Streets Implementation Plan**Page 2 of 4

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5. On July 20, 2020, the City Council approved a Professional Services Agreement with the Local Government Commission for \$62,200 to manage the community outreach efforts, assist in the procurement of a transportation planning and design firm, and overall project management of the implementation plan process.
6. From November 2, 2020 through November 30, 2020, Public Works staff received proposals from five (5) firms with experience in active transportation planning and design: Adhami Engineering Group, Alta Planning + Design, Inc., KOA Corporation, KTUA, and Toole Design LLC.

**ANALYSIS:**

In FY 2016-2017, the City developed and approved a Safe and Active Streets Plan (SASP) that identified challenges to walking and bicycling in the City. The SASP is broad and general in nature and recommends infrastructure improvements, such as the addition of bike lanes, and includes implementation steps such as a prioritized list of projects and funding recommendations to meet the City's active transportation goals. The development of the SASP included engagement with the community to identify the mobility deficiencies within the City's transportation system. However, since the SASP is a general citywide plan, it did not include conceptual designs for some of the recommended improvements and provided only broad cost estimates.

The Safe and Active Streets Implementation Plan (Implementation Plan) will build upon the general recommendations in the SASP by developing conceptual designs and cost estimates for the highest priority projects based on focused community outreach efforts, technical review of accident data, and active transportation audits in the City. The conceptual designs and cost estimates of the implementation plan will form the basis of future construction documents and funding strategies for completion of future active transportation projects in the City.

As part of its efforts to complete the Implementation Plan, the City has partnered with Local Government Commission (LGC) to assist with community outreach, planning, and project management. LGC's first task was to assist the City with the formal Request for Proposals (RFP) procurement process seeking a firm with expertise in active transportation and designing for bicycle and pedestrian safety. This firm will conduct all technical analysis necessary for the project and prepare the Implementation Plan for adoption by the City Council.

The City received five (5) proposals in total from firms with significant experience in implementing active transportation plans for cities around the state, and Southern California, in particular. LGC and City staff reviewed the proposals and selected Toole Design, LLC (Toole Design), a national transportation planning and design firm with an office in Los Angeles. While all five firms presented strong credentials, Toole Design was selected because of their deep understanding of the particular needs of the City of San Fernando. They offered the opportunity

**Consideration to Approve a Professional Services Agreement with Toole Design, LLC, to Develop a Safe and Active Streets Implementation Plan**Page 3 of 4

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to provide a dedicated project manager, who is an avid cyclist that was born and raised in the City. In fact, the proposed dedicated project manager, Carlos Hernandez, commuted by bike from his home in San Fernando to Northridge while attending CSUN for his undergraduate degree. Staff feels this is a very unique opportunity to work with an experienced professional who understands the active transportation issues facing the City because he has experienced them firsthand for many years. Mr. Hernandez also has recent and relevant experience managing mobility and active transportation projects in Long Beach, Burbank, Santa Monica, and Santa Maria and Orange County.

The following is a summary of the project scope to be provided by Toole Design under this professional services agreement:

**Task 1: Project Meetings**

- Project kick-off meeting
- Participation in regular team meetings throughout the project

**Task 2: Community and Stakeholder Engagement**

- Conduct up to three Advisory Group meetings
- Observations along major corridors, schools and parks prior to design charrette
- Host a 2-day design charrette with key stakeholders
- Create initial concepts and review with City staff

**Task 3: Assessment of Existing Conditions**

- Catalog existing conditions and produce a base map
- Reviewing relevant documents, plans, and data sets
- Conducting six 2-hour walking assessments
- Conducting two 2-hour biking assessments
- Capturing notes and key input for each improvement location

**Task 4: Developing Project Recommendations**

- Conceptual designs for eight (8) priority intersections in the City
- Planning level cost estimates suitable for grant applications
- Funding and Implementation Matrix
- Phasing strategy for rapid implementation projects

**Task 5: Draft and Final Plan Development**

- Draft plan development and presentation to community
- Log and review of community comments
- Final Draft development based on community input
- Presentation to City Council for adoption of final plan

**Consideration to Approve a Professional Services Agreement with Toole Design, LLC, to Develop a Safe and Active Streets Implementation Plan**

Page 4 of 4

**BUDGET IMPACT:**

The total budget to develop the Implementation Plan is \$160,036. Of this amount, \$141,680 are funds awarded by Caltrans under the Sustainable Communities Grant Program and \$18,356 is the City's required local match. The grant funds were appropriated into the FY 2019-2020 approved budget and carried over to FY 2020-2021. Following the approval of LGC's professional services agreement on July 20, 2020, there was a balance remaining in Sustainable Communities Grant funds of \$79,480. While this was not a requirement of the RFP, the bid submittals from Toole Design and the other firms were close to remaining balance. The local match requirement for this project will be met through in-kind staff administrative time dedicated to overseeing the development of the Implementation Plan and grant administration.

Source	Use	Allocation
Sustainable Communities Grant (Caltrans)	Toole Design (technical analysis, transportation audits, plan development)	\$ 79,290
Sustainable Communities Grant (Caltrans)	LGC (outreach, planning, project management)	\$ 62,200
In-kind Staff Administration Time	City's local match requirement	\$ 18,356
<b>Total Sources:</b>		<b>\$ 159,846</b>

**CONCLUSION:**

It is recommended that the City Council approve a Professional Services Agreement with Toole Design LLC in an amount not-to-exceed \$79,290 and authorize the City Manager to execute the Agreement and all related documents.

**ATTACHMENT:**

A. Contract No. 1975





## **PROFESSIONAL SERVICES AGREEMENT**

### **TOOLE DESIGN, LLC**

Transportation Planning and Design Services to Develop a Safe and Active Streets  
Implementation Plan for the City of San Fernando

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4<sup>th</sup> day of January 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and TOOLE DESIGN, LLC (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 Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of 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 18 months commencing from January 4, 2020: Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
  - 1.3 **COMPENSATION:**
    - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in **Exhibit "B"** (hereinafter referred to as the "**Budget Summary**"). CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Budget Summary as being reimbursable pass through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the General Manager or designee before they are incurred. For the purposes of this Agreement, those
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**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 2 of 17

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pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable." CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

- B. 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 SEVENTY NINE THOUSAND – TWO HUNDRED NINETY DOLLARS (\$79,290) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

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

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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 3 of 17

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- 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.

**II. PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Management Analyst (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 Tony Leonard, Project Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 4 of 17

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

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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 5 of 17

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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 6 of 17

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

**III. INSURANCE**

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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 7 of 17

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- 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.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers,



**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 8 of 17

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employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV. INDEMNIFICATION**

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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 9 of 17

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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 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.

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 10 of 17

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**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 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-

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 11 of 17

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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 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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 12 of 17

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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 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.

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975**

**Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**

Page 13 of 17

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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, 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.

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 14 of 17

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- 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:**

Toole Design, LLC  
980 9<sup>th</sup> Street, Suite 1700  
Attn: Director of Finance  
Phone: 916-448-1198  
Fax: 916-448-8246  
Email: lbloodworth@lgc.org

**CITY:**

City of San Fernando  
Public Works Department  
117 Macneil Street, San Fernando, CA  
91340  
Attn: Director of Public Works  
Phone: 818-898-1237  
Fax: 818-361-6728

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 15 of 17

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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.
- 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.



**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 16 of 17

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

**(SIGNATURE PAGE TO FOLLOW)**

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1975****Transportation Planning and Design Services to Develop a Safe and Active Streets Implementation Plan for the City of San Fernando**Page 17 of 17

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

**CITY OF SAN FERNANDO****TOOLE DESIGN, LLC**

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

Nick Kimball, City Manager

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

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

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

**APPROVED AS TO FORM**

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

Richard Padilla, Assistant City  
Attorney

## PROJECT APPROACH

The Toole Design Team has developed a scope of work tailored to meet the needs of this project. Elements included in our proposal build on the scope of work outlined in the Request for Proposal (RFP) coupled with our professional experience in delivering similar projects.

### TASK 1: PROJECT INITIATION AND MANAGEMENT

#### TASK 1.1: KICKOFF MEETING

A successful project begins with a shared understanding and clarity of project goals and desired outcomes. Toole Design will convene and facilitate a kickoff meeting with City staff, Local Government Commission, and Public Health Advocates (the Project Management Team or PMT) to review and confirm the goals of the project, scope of work, project schedule, budget, reporting, and the overall schedule. Our team can adeptly facilitate virtual meetings if necessary due to social distancing restrictions. During this meeting, we will agree upon project management and administrative expectations, communication and coordination protocols, and review available relevant data.

#### TASK 1.2: MONTHLY PM TEAM MEETINGS

Toole Design values frequent, meaningful communication with our clients to ensure that deliverables are completed in a timely manner and expectations are understood between consultant and client. These meetings are more than just a check-in: they are an opportunity to problem solve in real time, as well as stress test any next steps in the project process. Toole Design will participate in monthly meetings via virtual telephone/videoconference calls throughout the project and provide regular updates to City staff as well as Local Government Commission and Public Health Advocates.

#### TASK 1 DELIVERABLES:

- Kickoff meeting agenda coordination and attendance
- Participation in monthly PM meetings

### TASK 2: COMMUNITY AND STAKEHOLDER ENGAGEMENT

#### TASK 2.1: ADVISORY GROUP MEETINGS

Toole Design will work with the Project Management Team to establish and coordinate a Safe and Active

Streets Implementation Plan Advisory Group. The Advisory Group will play a critical role in identifying key issues and opportunities for walking and bicycling in San Fernando including obtaining guidance on street design elements, reviewing findings, and confirming plan recommendations. Given that the City of San Fernando already engaged with an advisory group during the 2017 Safe and Active Streets Plan, we have the benefit of including past stakeholders in this group who can continue to support safe streets. We will meet with these groups up to three times each at key project milestones and focus on:

**Meeting 1:** We will compile and examine locations with the greatest safety challenges, schedule and identify locations for outreach events, identify key stakeholders, and identify strategies for engaging underserved residents. The Toole Design Team will come prepared with photos and videos identifying key safety challenges in strategic areas.

**Meeting 2:** We will review outreach and planning efforts for the Community Design Charrette in Task 2.2, and review preliminary priority locations and project types.



Robust community engagement that involves all residents is key to keeping an Implementation Plan people-centered.

**Meeting 3:** We will review draft outline for the Implementation Plan, and review recommendations and concept plans developed during and after the engagement events.

## TASK 2.2: COMMUNITY DESIGN CHARRETTE

Toole Design's charrette process consistently yields successful projects due to several of its inherent features. Our charrette process is comprised of the Four Ds: discovery, discussion, design, and documentation. We have found this process to be

effective for projects when there is a desire to solve complicated planning and design issues that involve a diverse set of stakeholders and interests. **Discovery** is focused on analysis and learning about the community issues, opportunities, and constraints. What we learn in discovery leads us to a deeper dive and **discussions** with community members and staff about **design** ideas and concepts that can work well for the community. **Documentation** of the existing conditions, project process, and resulting recommendations becomes the foundation of the plans we develop.

## COVID-19

The realities of living through the COVID-19 pandemic are bringing new challenges every day. At Toole Design, our first priority is protecting the health and well-being of our staff and their families as well as our teaming partners, clients, and the communities that we serve. We are grateful to have both the technology and know-how required to continue our work, even in a time of social distancing. We have access to state-of-the-art technology and equipment that allows all of our staff to work remotely with minimized disruption to our clients and our projects, and we are continuing to develop solutions to everything from IT challenges to conducting public outreach without holding a meeting.

## Public Engagement

Toole Design recognizes the current need to be adaptable and creative when it comes to stakeholder and community engagement. We have been a leader in digital engagement for years, and we are prepared to put those skills to work on the San Fernando Safe and Active Streets Implementation Plan for as long as social distancing remains necessary.

On past, similar projects, our team has used a wide array of remote engagement strategies to reach a broad cross-section of the community, including:

- Interactive web maps and custom websites
- Online open houses and town halls
- Online surveys
- Virtual walk audits using Zoom's mobile app or GPS-enabled video cameras
- Social media strategies
- Direct outreach by telephone to representatives of historically marginalized groups (e.g., older adults, people of color, people with disabilities, low-income participants, non-English speaking households)

We have spent the past several months moving in-person committee and public meetings online, and we will apply the lessons we've learned to our work in San Fernando. Strategies that will help us make the most of remote meetings include the following:

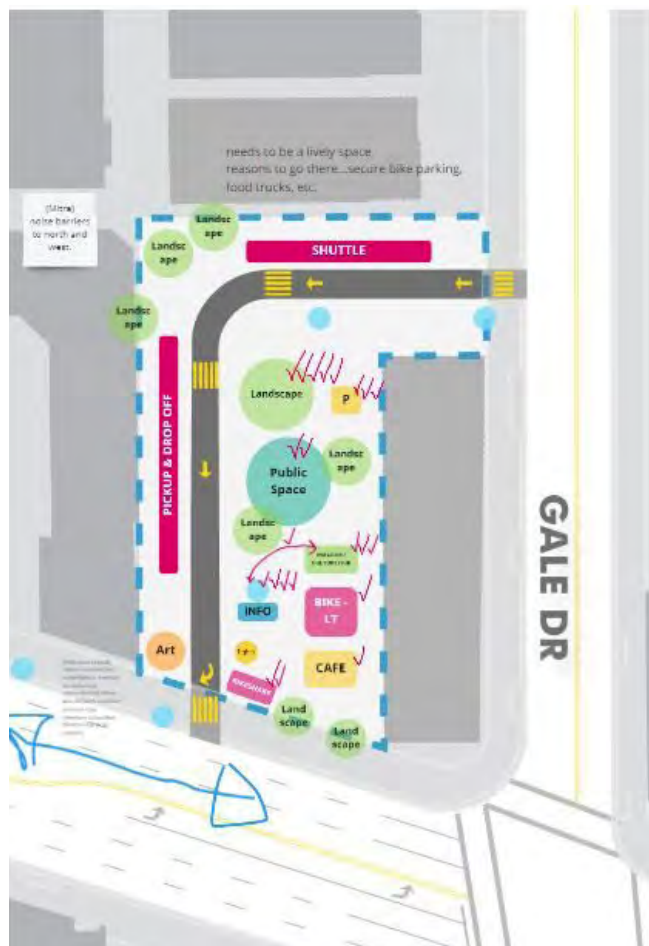
- Google Earth field audit with integrated drawings and background information.
- Video-based kickoff meetings with project teams and stakeholders.
- Digital workshops with 40+ attendees, multiple presenters and integrated polling.

For San Fernando, we will be nimble and adapt our engagement strategies as needed to ensure we meet your goals and the community's needs.

The following is a brief overview of our proposed charrette schedule, which can be easily adapted to a virtual environment in accordance with public health guidelines. Toole Design has recently adapted multi-day charrettes from in-person to online for the City of Beverly Hills and County of Sacramento. Our team is adept at using creative virtual tools to ensure that participants can collaborate effectively with us in an online design space without needing to understand high-tech tools or new software.

**Day 1:** The Project Team will observe conditions along major corridors and key locations, as well as host a public meeting to introduce the project, present draft recommendations based on the Safe and Active Streets Plan, and discuss opportunities and challenges.

**Day 2:** The Project Team will host two to three focused sessions with key stakeholders to dive deeper into



Our team used the interactive and user-friendly software “Miro” for virtual charrettes in Beverly Hills; allowing all participants to draw and ideate in real time.

safety issues and priorities for walking and biking in San Fernando. The beauty of the charrette format is that all the maps, resources, and people are readily available, creating significant efficiencies and resulting in effective communications. Day 2 will culminate in a public session presenting initial concepts and priority projects for feedback.

### OPTIONAL TASK: VIDEOS

We have unique capabilities to create videos and animations that help tell stories to the public that traditional outreach cannot quite do sometimes. We know that it is very important to the success of any planning process that the public be educated on why the process is being carried out, the benefits of investing in active transportation infrastructure and planning, and what proposed improvements might look like when they are implemented. We can create videos of these or any number of topics that can be boosted on social media throughout the life of the project to gain more support for the plan. We can also create videos that profile San Fernando residents from different communities and with different abilities to tell their walking and bicycling stories and why these plans are important to them.

These videos can vary in complexity and cost between \$5K - \$20K. You can review [examples of our video portfolio here](#).

### TASK 2 DELIVERABLES:

- Conduct up to three Advisory Group meetings
- Observations along major corridors, schools and parks, prior to the design charrette
- Host a 2-day design charrette with key stakeholders, using the Four Ds approach
- Create initial concepts and review with City staff

### OPTIONAL TASKS:

- Animated videos to explain the project benefits

### TASK 3: EXISTING CONDITIONS

#### TASK 3.1: CATALOGUE EXISTING CONDITIONS AND PREPARE BASE MAPS

Toole Design will work with the City’s staff to determine the extent and format of existing GIS inventories, traffic counts, crash data, standard plans, and other relevant planning documents such as the SASIP, to develop the mapping framework for Task 2: Community and Stakeholder Engagement. To the extent possible, Toole





Toole Design will evaluate and inventory existing conditions and facilities like the San Fernando Road Bike Path and its many transitions into the neighborhood.

Design will use open source data and imagery to fill data gaps. Our team will also prepare a collection of photographs and videos for engagement meeting use so that participants get an up-to-date look and feel for the project areas. This map along with summary statistics will be used to initiate discussions among stakeholders. Maps developed for the final plan will interface with the City's Geographic Information System.

### **TASK 3.2: WALKING AND BICYCLING ASSESSMENTS**

Walking and bicycling assessments are a great way to engage stakeholders and City staff and discuss safety-related issues while observing operations and behaviors in real time. San Fernando has a rich community base and we may consider inviting stakeholders from the SASIP, such as school administrators and parents. We propose to conduct

walking and bicycling assessments after identifying priority areas and prior to the community design charrette. This way, the walking and bicycling assessments can be used for collecting before-implementation observation data at the project locations where we are certain there will be near-term investment, thereby saving costs in the future.

### **TASK 3 DELIVERABLES:**

- Catalogue existing datasets from the 2017 SASIP to produce a base map
- Review relevant documents and plans
- Observations along major corridors, schools and parks, prior to the design charrette
- Conduct six (6) 2-hour walking assessments
- Conduct two (2) 2-hour bicycle assessments
- Capture notes and key feedback for each improvement location

## **TASK 4: PROJECT RECOMMENDATIONS**

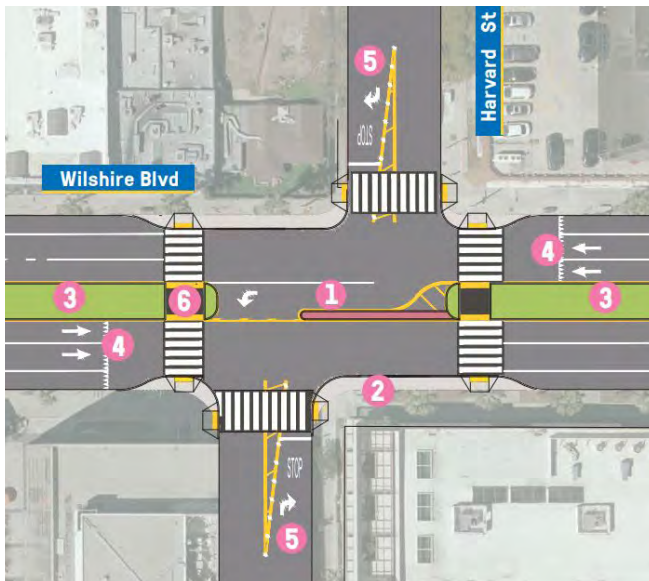
### **TASK 4.1: CONCEPT DESIGNS**

The Toole Design Team will work with the City of San Fernando to produce concept plans for up to eight locations suitable for the City to advance through final design, bidding and construction. As a firm that specializes in final design of street safety projects, we are particularly adept at providing accurate information to support the final design, bid, and construction. Concept plans will reference both the toolbox of systemic countermeasures included in the SASIP, as well as recent, innovative countermeasures applied to similar cities to address areas of concern identified in the Existing Conditions assessment (Task 3), and from preliminary Community and Stakeholder input (Task 2).

Each concept design will be evaluated using a rigorous set of criteria, allowing the project team to align proposed improvements to established project goals. The evaluation criteria will be used to support informed and defensible decision making and respond to stakeholder concerns.

Criteria to consider include, but are not limited to, the following:

- Improvements to pedestrian and cyclist safety, based on research-backed data and national best practices
- Improvements to pedestrian comfort, also informed by national best practices



Toole Design will provide up to eight intersection concept plans to move the projects along to implementation like this concept design for the Wilshire Boulevard Safety Study.

- Social equity, especially as related to young people and older adults
- Impacts to other modes such as transit, freight, and bicycle facilities
- Traffic operations (e.g. intersection LOS, signal alterations, vehicle travel times, transit and freight operations, etc.)
- Maintenance and construction cost concerns
- New mobility or other first/last mile options
- Access (e.g. loading zones, ADA access, transit access, access to adjacent properties)
- Constructability and risk evaluation (e.g. drainage impacts, ease of implementation, ADA facility impacts/PROWAG requirements)

The concept plans will include the following information:

- General layout of roadways and intersections
- Typical cross sections showing roadway, sidewalk, and shared use path widths and lane configuration
- Preliminary pavement markings
- Aerial imagery showing streetscape and landscape features
- Preliminary right-of-way and utility impacts
- Locations where utility relocation is recommended
- Locations where traffic signal modifications are anticipated
- Locations where potential design waivers or exceptions may be needed

## UPTOWN LONG BEACH NEIGHBORHOOD MOBILITY ENHANCEMENT PLAN LONG BEACH, CA

The Uptown Planning Land Use and Neighborhood Strategy (UPLAN) is a community-led effort to re-envision zoning and land use changes in North Long Beach (Uptown). The first phase of work began in 2018 by crafting a participatory and leadership development approach to include all voices from the community in the project's process and outcomes. This neighborhood is more diverse when compared to the rest of Long Beach and to Los Angeles County, with many people of color and low-income residents, many of whom are also youth. The UPLAN project leverages these demographics as an opportunity to train residents to lead the process and its outcomes and to develop youth leadership.

Toole Design is leading the development of a neighborhood mobility plan for the project's second phase. We will be providing community and capacity engagement support, studying community access and connectivity, and developing and prioritizing projects and programs that will be included in the plan. Toole Design will develop and use materials, presentation formats, and facilitation methods that are collaborative and culturally sensitive to ensure project outcomes are substantively shaped by the community engagement process.

### PROJECT INFORMATION

START: May 2019

COMPLETION: Ongoing

FEE: \$107k

STAFF: 8

Toole Design will develop planning-level cost estimates to accompany the concept plan recommendations. Cost estimates will be based on bid tabs and other information provided by the City. Major cost items or obvious feasibility issues noted by the teams will be flagged for further evaluation. In addition to costs, we will identify the benefits that each recommendation provides, e.g., transit access, school access, etc., which can be helpful in justifying the project.

## SCAG PASADENA/AZUSA PEDESTRIAN MASTER PLANS

### AZUSA, CA

Toole Design is working with the cities of Pasadena and Azusa in the San Gabriel Valley to lead the development of pedestrian master plans for each community. These projects will build on the cities' many existing opportunities. Pasadena has a pedestrian-friendly downtown and theatre district, and has been a long-time destination in Southern California. Azusa is smaller compared to Pasadena, but the development of Azusa Pacific University, the city's downtown renovations, and recent construction of the Metro Gold Line station position Azusa as a promising walking city. The pedestrian master plans come at a pivotal time as the recent COVID-19 pandemic has turned communities' eyes towards safe, available open space to walk and recreate, and the need for sidewalks to be wide enough for people to social distance while walking or dining outdoors. As such, engagement for these plans will utilize the most creative approaches for collecting feedback in a safe manner to ensure the community's vision and needs are front and center.

Toole Design's approach will ensure each plan is uniquely tailored to the needs of each individual City while drawing on existing resources and best practices from our ongoing work in both Pasadena and Azusa. These pedestrian plans have a strong focus on community engagement, and we have teamed with local organizations who have established connections in the community, and have the technical ability to help conduct safety audits and pedestrian counts. All engagement for both cities will be translated into Spanish and our budget carves out space for other key stakeholders to assist in the development of the plans through mini grants so residents are paid for their time and expertise. We will lead a trip potential and a collision analysis to better understand both cities' history surrounding pedestrian safety, and look towards leveraging existing land use opportunities and places of interest to develop project recommendations. To complete the plans, our team will identify network priorities at the local and regional level to improve streets and sidewalks for people walking.

#### PROJECT INFORMATION

START: October 2020

COMPLETION: Ongoing

FEE: \$336K

STAFF: 8

SUBCONSULTANTS: 3

## TASK 4.2: FUNDING AND IMPLEMENTATION MATRIX

Toole Design will develop an implementation strategy based on the project prioritization ranking identified in the SASIP, as well as project costs, with the goal of identifying short-term projects consisting of a mix of quick, easy-wins and projects that may be more costly, but would provide substantial benefits. We will bundle projects by facility/ treatment type, and location (e.g. transit access project, schools, etc.) that align with potential funding sources.

In addition to the concept design plans, we propose identifying additional locations with particular

opportunities for lower-cost, rapid implementation projects that meet an immediate need and build momentum for subsequent implementation. These projects could be implemented within a year of plan adoption using low-cost materials. This will help keep the plans from "sitting on the shelf" and help community members feel that their input and work on the Plans were valuable and resulted in tangible benefits.

### TASK 4 DELIVERABLES:

- Concept plans for up to eight (8) intersections
- Planning level cost estimates suitable for grant applications
- Funding and Implementation Matrix
- Phasing strategy for rapid implementation projects



## TASK 5: DRAFT PLAN AND FINAL PLAN

### TASK 5.1: PLAN OUTLINE

We strongly believe in devolving final plans that are legible and accessible to the general public, and not overly bogged down with technical jargon. We practice a “planning in plain language” approach, and recommend sections that are framed as questions to invite the reader into the planning process. See below for a draft/recommended outline with sub-chapters that detail the technical information:

- Acknowledgments
- Executive Summary
- Why a Safe and Active Streets Implementation Plan?
  - Vision, Goals, Objectives
  - History of the 2017 Safe and Active Streets Plan
- Who is Involved?
  - Public and Stakeholder Engagement
  - Process for Developing this Plan
- What do we know?
  - Existing Conditions
  - Community Feedback
- What type of projects are recommended, and where?
  - Project Recommendations
  - Concept Designs
  - Cost Estimates
- How will they be built?
  - Phasing Plan
  - Funding Strategy Implementation Matrix
- Appendices

### TASK 5.2: ADMINISTRATIVE DRAFT PLAN

Toole Design will compile an Administrative Draft Plan, largely comprised of findings from previous tasks enhanced with a graphical layout that makes for a readable, visually appealing, and concise document. More detailed information from the analysis and engagement activities will be included in appendices.

### TASK 5.3: DRAFT PLAN WORKSHOP

Once a Draft Plan is developed, we believe it is important that stakeholders get an opportunity to see how their initial feedback was incorporated into the Implementation Plan and provide an additional chance for them to make any other revisions necessary for the Plan to be a success. Toole Design will host one community workshop and provide an opportunity for stakeholders to provide feedback. We believe it is

important to get feedback at this and every stage of the process from people that are representative of every segment of San Fernando.

### TASK 5.4: FINAL PLAN

Once we have received all feedback on the draft plans from stakeholders, we will incorporate all changes necessary into the final version. We will produce final plan documents that are visually pleasing, easy to read, and useful for years to come. The Plan files will be presented to San Fernando staff in PDF format.

### TASK 5.5: CITY COUNCIL ADOPTION

Toole Design will present the Final Plan to the San Fernando City Council for final adoption. The presentations will be clear and concise, and walk the Council through the SASIP process and recommendations.

### TASK 5 DELIVERABLES:

- Draft Plan Outline
- Administrative Draft Plan
- Draft Plan Workshop
- Logs of responses and a summary table of input and suggestions
- Final Plan
- Graphics and PowerPoint presentation to the City Council

We help communities envision what streets for people look like and then build them.



Toole Design is pleased to present our fee proposal for the San Fernando Safe and Active Streets Implementation Plan. Our general approach to allocating funds was to identify the staff member best suited for completing a task given their skill set and experience, and then estimate of the necessary level

of effort for that task while being as cost effective as possible. However, we are flexible and would like to finalize these figures in collaboration with the City of San Fernando.

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**Total Cost: \$79,290**  
**Total Optional Tasks: \$10,000**

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** January 4, 2021

**Subject:** Consideration to Award a Professional Services Agreement to Moore Iacofano Goltsman, Inc., for the Design of the Layne Park Revitalization Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1974) with Moore Iacofano Goltsman, Inc. (MIG) in an amount not-to-exceed \$189,804, to provide design services for the Layne Park Revitalization Project; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programming offered to the residents of San Fernando. The PMP identified multiple park sites that needed improvements in order to maintain the continuity of recreational services.
2. On June 5, 2018, the voters of California approved Proposition 68, "Parks, Environment, and Water Bond Act." The measure authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. The California Department of Parks and Recreation was the agency assigned to administer a grants program for Proposition 68.
3. On June 22, 2019, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP), for revitalizing projects throughout the State. SPP allocated \$625 million in grant funds to create, expand or renovate parks in low-income and disadvantaged communities.

**Consideration to Award a Professional Services Agreement to Moore Iacofano Goltsman, Inc., for the Design of the Layne Park Revitalization Project**Page 2 of 5

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4. On July 1, 2019, the City Council authorized staff to submit a SPP grant application for all six parks (i.e., Recreation, Las Palmas, Pioneer, Layne, Rudy Ortega Sr., and the Pacoima Wash Natural Parks) identified in the PMP as needing renovation to enhance recreational opportunities for the community.
5. On July 19, 2019, and throughout the application process, Recreation and Community Services (RCS) staff discussed the renovation plans for all six parks with the Parks, Wellness and Recreation Commission. In addition, feedback from community planning meetings pertaining to the park renovation projects was incorporated into the final grant applications.
6. On February 25, 2020, the California Department of Parks and Recreation announced that the City's SPP Layne Park Revitalization Project grant application was selected for funding. The grant award of \$1.1 million includes pre-construction costs such as plan development, specifications, construction documents, and cost estimates.
7. On September 21, 2020, the City Council authorized a Notice Inviting Bids for the design of the Layne Park Revitalization Project. The City received nine proposals from reputable firms. Staff reviewed the nine proposals and selected the top four firms for future consideration.
8. On December 9, 2020, the selection committee consisting of the Director of Recreation and Community Services, the Director of Public Works, and the Civil Engineering Assistant II conducted interviews of the top four firms to determine which firm would best meet the needs of the City.

**ANALYSIS:**

The Parks and Recreation Master Plan (PMP), along with input from community planning meetings involving families, seniors and youth groups, provided guidance and vision in developing the Layne Park Revitalization Project. Additional design ideas came from residents and user group surveys. The added park amenities and improvements to Layne Park include the following:

- Construction of a restroom building, powered by solar panels.
- Construction of a basketball court with lighting.
- Construction of an artificial turf soccer field with lighting.
- New landscape and irrigation improvements:
  - Tree removal/replacement (if needed);
  - Smart irrigation with ground sensors;
  - Bioswales; and
  - Planting non-invasive and drought tolerant trees and shrubs.

**Consideration to Award a Professional Services Agreement to Moore Iacofano Goltsman, Inc., for the Design of the Layne Park Revitalization Project**Page 3 of 5

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- Conforming existing and new lighting to light-emitting diode (LED) technology, preferably solar powered.
- Adding fencing along alleyways.
- Renovating the playground for ADA accessibility and adding shading.
- Installing shading for existing picnic tables.
- Installing drinking fountains.

The Notice Inviting Bids (NIB) released on September 24, 2020 requested services from experienced landscape architect/engineering firms to develop a cost estimate, a biddable set of plans and specifications for the project. The closing date for proposal submissions was October 22, 2020. Nine prospective firms submitted proposals by the due date. A five-member panel, consisting of two RCS staff members and three Public Works staff members, evaluated each firm based on how well they responded to the Request for Proposal's (RFP's) minimal bid criteria requested in the NIB. The sections that were evaluated included the following:

- A Proposal Summary
- The Firm's Profile
- The Firm's Qualifications (detailing experience on similar projects/clients)
- A Project Work Plan
- A Project Staffing Description
- A Proposal Cost Breakdown

The firms invited to an interview included, in alphabetical order, MIG Inc., RJM Design Group, Inc., SWA Los Angeles, and Verde Design. On Wednesday, December 9, 2020, an interview panel consisting of the Director of Recreation and Community Services, the Director of Public Works and the City's Civil Engineering Assistant II conducted the firm interviews.

All of the four firms selected for the interview demonstrated a high-level of experience and qualifications in providing design services for similar projects. The panel focused on determining which firm best demonstrated an understanding of the needs of the Layne Park Revitalization Project, and how the firm planned to implement those needs into the design of the Layne Park Project. The panel also gauged how the firms would work with the City staff to ensure that the Layne Park Revitalization Project will be completed on time and on budget.

The interview process also looked at each firm's vision and company's philosophy and how these concepts would be incorporated into the design of the Layne Park project. Other key elements staff considered included each firm's initial conceptual design, any potential challenges the firm anticipated and how they would minimize the likelihood of change orders.

MIG provided a concise and detailed explanation of how the firm planned to meet the needs of the City; their responses were on target conveying their vision of the project. MIG also took into account the surrounding community and how the design would incorporate cultural and artistic



## Consideration to Award a Professional Services Agreement to Moore Iacofano Goltsman, Inc., for the Design of the Layne Park Revitalization Project

Page 4 of 5

elements to the project. Based on the criteria specified in the RFP and the interview process, the review of the proposals submitted and the interviews with the four firms, MIG was determined to be most suitable based on the overall criteria of project understanding, qualifications of the consulting team, relative project experience, project approach and methodology, and proposed cost (Exhibit "A" of Attachment "A").

### BUDGET IMPACT:

The total estimated cost for the Layne Park Revitalization Project is \$1,134,245. Funding is included in the City's adopted Fiscal Year 2020-2021 budget through the Statewide Park Development and Community Revitalization (SPP) Grant and the City's cash match.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Statewide Parks Program (Grant)	010-3697-3669	\$ 1,114,245
City's Capital Projects (Match)	010-3697-3669	\$ 20,000
		\$
<b>Total Sources:</b>		<b>\$ 1,134,245</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Pre-construction Cost	010-420-3669-4600	\$ 225,000
Plans, Specifications, Cost Estimates, Permits		\$ 0
Groundbreaking, public meetings		\$ 0
Construction	010-420-3669-4600	\$ 909,245
<b>Expenditures-to-Date</b>		<b>\$ 0</b>
<b>Total Uses:</b>		<b>\$ 1,134,245</b>

The grant allocates \$250,000 towards preconstruction cost. MIG's Proposal Cost of \$189,804 is within the allotted amount. At the conclusion of the design, staff will request to re-allocate any remaining funds toward construction.

### CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with MIG in an amount not to exceed \$189,804, to provide the design of the Layne Park Revitalization Project, and authorize the City Manager to execute all related documents.

**Consideration to Award a Professional Services Agreement to Moore Iacofano Goltsman, Inc., for the Design of the Layne Park Revitalization Project**

Page 5 of 5

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**ATTACHMENT:**

A. Contract No. 1974



## **PROFESSIONAL SERVICES AGREEMENT**

### **MOORE IACOFANO GOLTSMAN, INC.**

#### **Design for the Layne Park Revitalization Project**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 04 day of January 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Moore Iacofano Goltsman (MIG), Inc., a CORPORATION (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "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 Six (6) MONTHS commencing from January 04, 2021. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
  - 1.3 **COMPENSATION:**
    - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is referenced in Section 06 Proposal Costs and Rates of MIG's proposal submission Attachment B, Exhibit A (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 sum of ONE HUNDRED EIGHTY NINE THOUSAND EIGHT HUNDRED FOUR (\$189,804) the
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**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 2 of 17

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

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access 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****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 3 of 17

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**II. PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the 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 Daniel Iacofano, President and CEO 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****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 4 of 17

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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.

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 5 of 17

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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, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors,

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 6 of 17

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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.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.



**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 7 of 17

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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**

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 8 of 17

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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 9 of 17

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- 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 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 10 of 17

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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 of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 11 of 17

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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 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;

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 12 of 17

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- 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, 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

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 13 of 17

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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:**

MIG, Inc.  
617 W. Seventh St. ,#304  
Los Angeles, CA 90017  
Attn: Daniel Iacofano, President/CEO  
Phone: 213-694-3800  
Fax: 213-694-3801  
Email: [diacofano@migcom.com](mailto:diacofano@migcom.com)

**CITY:**

City of San Fernando  
Recreation and Community Services  
Department  
117 Macneil St. San Fernando, CA 91340  
Attn: Julian Venegas, RCS Director  
Phone: 818-898-1290  
Fax: 818-898-1522  
Email: [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org)

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.

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 14 of 17

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- 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.
- 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.



**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 15 of 17

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- 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.
- 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.

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO. 1974**

**Design of the Layne Park Revitalization Project**

Page 16 of 17

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**(SIGNATURE PAGE TO FOLLOW)**

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1974****Design of the Layne Park Revitalization Project**Page 17 of 17

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

**CITY OF SAN FERNANDO****Moore Iacofano Goltsman (MIG), Inc.**

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

Nick Kimball, City Manager

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

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

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

**APPROVED AS TO FORM**

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

Richard Padilla, Assistant City  
Attorney



01/04/2021



CC Meeting Agenda



EXHIBIT A  
Page B37 of 498  
CONTRACT NO. 1974



# Layne Park

## REVITALIZATION PROJECT



Proposal | October 20, 2020



617 West Seventh Street, #304 | Los Angeles, CA 90017  
(213) 694-3800 | [www.migcom.com](http://www.migcom.com)

In association with: CWE | Integral Group | Geotechnologies, Inc.





617 West Seventh Street, #304  
 Los Angeles, CA 90017  
**P** (213) 694-3800  
**F** (213) 694-3801  
[www.migcom.com](http://www.migcom.com)

**CALIFORNIA**

BERKELEY, FULLERTON,  
 LOS ANGELES, PASADENA,  
 RIVERSIDE, SACRAMENTO,  
 SAN DIEGO, SAN JOSE,  
 AND SONOMA

**COLORADO**

DENVER

**OREGON**

PORTLAND

**TEXAS**

SAN ANTONIO

**WASHINGTON**

SEATTLE

October 20, 2020

City of San Fernando  
 City Hall  
 117 Macneil Street  
 San Fernando, California, 91340

**Re: Layne Park Revitalization Project**

Dear Selection Committee Members:

With the Layne Park Revitalization Project, San Fernando is embracing an opportunity to address resident demand while simultaneously creating a signature neighborhood park that not only bolsters community identity and civic pride, but also provides a place for active sports and recreation in the city core.

The MIG Team is ideally suited for this project. We bring proven, in-depth expertise in parks planning and landscape design, dynamic in-house graphic design and communication capabilities to the project. Our passion is to help create public spaces that capture the community's spirit and have a special resonance by connecting families to art, nature, passive and active recreation, and play with the places they live. For over 35 years, we have been connecting people to people, and people to place through engaging, contextual, and truly authentic participatory design.

MIG is a community of designers, planners, and storytellers engaging, involving, and acting on the wisdom of the community in creative problem solving. Collectively, we are a streamlined, integrated team with deep and nuanced experience that brings the following specific strengths to the project:

- » Commitment to building great public places that embrace universal design and are created with operational, economic, and ecological resilience in mind;
- » Direct experience working on projects funded through the Statewide Park Development and Community Revitalization Program and within the framework of the grant requirements; and
- » An ability to implement the conceptual design and provide the requested services developing design solutions for public agencies of similar size, population, and needs.

We welcome the opportunity to discuss our proposal and ideas with you in further detail. Should you have any questions about our proposal, please do not hesitate to contact me at (310) 570-3804 or via email at [emather@migcom.com](mailto:emather@migcom.com). Thank you for the opportunity to be considered for this transformative project for the Layne Park neighborhood and the City of San Fernando.

Sincerely,

Evan Mather, FASLA, PLA, SITES AP  
 Principal, Director of Landscape Architecture



Earvin "Magic" Johnson Park, Willowbrook, California

CONTENTS

01	Proposal Summary . . . . .	1
02	Team Profile . . . . .	6
03	Team Experience . . . . .	9
04	Work Plan . . . . .	16
05	Project Staffing . . . . .	22
06	Proposal Costs and Rates . . . . .	31





Concept illustration for Layne Park

# 01

## Proposal Summary

We understand the core objective of the Layne Park Revitalization Project is to deliver a 3/4-acre park for the San Fernando community based on the park program promised in the Proposition 68 grant proposal and outlined in the RFP; meets the funding availability of the grant proposal itself; and is ready to bid in mid-2021. Furthermore, we see an overarching opportunity presented by the Layne Park project to demonstrate civic leadership by creating a revitalized open space that meets the recreational, social, cultural, environmental, educational, and economic goals of the City of San Fernando Park & Recreation Master Plan.

MIG is recognized as leaders in delivering landscape architectural design solutions that are artful, driven by a compelling narrative, responsive to the site's natural and historic context, promote equitable communities, fiscally and environmentally sustainable, and constructable.

In order to deliver the Layne Park Revitalization Project, we have assembled a team of professionals who have demonstrated the comprehensive knowledge of the factors that will influence and inform the design and ultimate success of the project. Our team is:

- » **MIG** (Prime Consultant and Landscape Architects) will act as an extension of the City of San Fernando staff to deliver the final PS&E by May 2021. We will be responsible for the overall design of the project and work proactively with the City to ensure continuous and effective communication, creative problem solving, and efficient completion of tasks.
- » **CWE** will prepare the topographic survey for the site, provide civil engineering services (i.e. site grading and bioswale design), and structural engineering for site features, including walls and fences, the shade structures, and the prefabricated restroom foundation.

- » **Integral Group** will coordinate the utility connections for the project, including the solar powered elements (i.e. lighting, restroom, irrigation controller) and the restroom building itself.
- » **Geotechnologies, Inc.** will complete the geotechnical investigation for the project, identifying the ideal location for LID features and prefabricated restroom building.

With 240 employees in 14 offices, MIG brings a breadth of experience and capacity to deliver the Layne Park Revitalization project within the timeframe proposed in the RFP. It is important to note that while the RFP and subsequent communication by the City suggest that the target date for construction is May 2021, we suggest that while the 95% PS&E may be delivered by that date, there will be additional time required to bid, award, and mobilize the project. We believe it is more realistic to plan for a start of construction in Fall 2021, but will work diligently with the City to fine tune the schedule in order to expedite the project as much as possible.

Our proposal contains herein examples of relevant projects of varying scales and complexities that share some of the same issues as the Layne Park Revitalization project.

- » **Johnny Carson Park Revitalization** for the City of Burbank is an award-winning demonstration of how a local neighborhood solution can deliver regional benefits – in this case the transformation of a concrete storm channel into a restored native stream to filter urban runoff before discharge into the Los Angeles River. The park was funded with a Proposition 84 grant and demonstrates our knowledge of working with the California Natural Resources Agency. Additionally, park construction was augmented by resources from the California Conservation Corps who assisted with park demolition and planting of the revegetated stream.
- » **Yanaguana Garden at Hemisfair Park** is a nationally recognized park in downtown San Antonio acclaimed for the design elements that authentically reflect the rich cultural heritage of the community – notably a universally accessible children's playground acclaimed as a "love letter to the City."

- » **Westlake Village Community Park** is a recently-completed 20-acre sports facility for the City of Westlake Village, and is an example of our experience with sustainable sports field design including the use of synthetic turf as a water conservation measure.
- » **Pasadena Playhouse District Park** is currently nearing the end of its design phase and is anticipated to be constructed in early 2021. We share this project as a current demonstration of our experience with maximizing program activities within a tight site. The MIG Team creatively maximized a number of community-driven program elements – children's play area, prefabricated restroom, shade structure, dog park, and parking plaza – within the one-acre site. Our commitment to balancing site programs with space constraints will benefit the Layne Park project.

#### REVISED CONCEPT PLAN

In conjunction with this proposal effort, the MIG Team has reviewed the conceptual site plan included in Proposition 68 grant application (and subsequently in the the RFP document), and has identified several potential revisions to the concept that would improve the design. While we understand the risks associated with developing a concept plan without collaboration or communication with the City of San Fernando or the community, we saw this as an opportunity to demonstrate not only our passion for the project, but also our knowledge and experience in the realm of park planning and sports field design.

Our design concept, illustrated herein (see Exhibit on page 4), works to maximize the community-driven program elements within the limited space available on the Layne Park site. In addition to saving most of the mature trees, the design features:

- » A universally designed children's play area with integrated shade elements. To address safety concerns, the playground has been moved away from the street and made more centrally located. MIG is internationally recognized as a leader in the design and development of children's play environments—we literally wrote the book "*Play For All Guidelines*" (1987).



- » A restroom building (prefabricated to maximize value within the limited budget) is conveniently located adjacent to the children's play area. MIG has recent experience working with a variety of restroom manufacturers, and has incorporated them locally for parks in downtown Los Angeles and Pasadena. We have an architect on staff who will work with the City and design team in customizing the restroom to best reflect the design of the park and the context of the neighborhood.
- » A lighted basketball court is located on the park's northern edge adjacent to Huntington Street. Note that the court has been reoriented for better solar orientation and to minimize space constraints. We envision the incorporation of decorative graphics within the court design to serve as a public art element that reflects the diversity of the adjacent community.
- » The lighted synthetic turf soccer field has been revised dimensionally to better adhere to the U10 size requirements of youth soccer programs. While we anticipate having a subdrain system, bioswales straddle the field to capture runoff.
- » We call these bioswales the "Discovery Creeks," and see them not only as a key LID feature, but also as an opportunity to educate the public about sustainability and the native plants and animals of the San Fernando area.
- » A series of picnic shelters and shaded picnic areas round out the park design, which is complemented with walls and fences for security, new energy-efficient park lighting, a smart irrigation system, and a palette of plant material appropriate for the San Fernando microclimate.

This concept plan is merely a *possibility* and demonstration of our passion for the Layne Park Revitalization project. Our work plan and proposed design fee incorporated within this document is specifically not predicated on this concept plan. We look forward to working with the City of San Fernando in crafting a park design that reflects not only the requirements of the Prop 68 grant, but also the dreams and aspirations of the community itself.



#### WHY MIG?

In summary, we have identified several key differentiators that distinguish MIG from our competitors:

- » MIG has a full range of in-house expertise available to help deliver the project, including not only landscape architecture, but also architecture, signage design, CEQA review, habitat restoration, and community engagement.
- » MIG has experience working with the California Natural Resources Agency on delivering grant-funded park and open space projects.
- » MIG is a recognized leader in the development of children's play environments.
- » MIG is experienced with the development of sports facilities, including synthetic turf soccer fields and basketball courts.
- » MIG has worked with the California Conservation Corps in park design and implementation.
- » MIG is a leader in the incorporation of green infrastructure, including bioswales, in our park projects.

MIG is passionate about delivering park and open space projects that meet the recreational, social, cultural, environmental, educational, and economic goals of communities. We look forward to delivering a Layne Park Revitalization Project that is artful, driven by a compelling narrative, responsive to the site's natural and historic context, promotes community equity, is fiscally and environmentally sustainable, and constructable.

## North Huntington Street

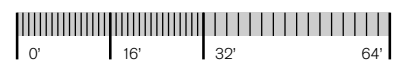


Fermoor Street

Layne Park Design Concept

- ① Lighted Basketball Court
- ② Shaded Play Area
- ③ Lighted Synthetic Turf Field
- ④ Restroom Building
- ⑤ Discovery Creek Bioswale
- ⑥ Group Picnic Shelter
- ⑦ Shade Shelter
- ⑧ Picnic Pad with Shade
- ⑨ Concrete Walk
- ⑩ 6' Block Wall
- ⑪ 6' Wire Mesh Fencing
- ⑫ 20' Safety Netting
- ⑬ Drinking Fountain

NORTH





**CONTACTS****Evan Mather, FASLA, PLA, SITES AP***Principal-in-Charge*

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Los Angeles, California 90017

office: (213) 694-3800 ext. 2525 | cell: (310) 570-3804

[emather@migcom.com](mailto:emather@migcom.com)**Oscar Johnson, PLA***Project Manager*

617 West Seventh Street, Suite 304

Los Angeles, California 90017

(714) 871-3638 ext. 4090

[oscarj@migcom.com](mailto:oscarj@migcom.com)

*Johnny Carson Park, Burbank, California*





*Compton Creek Nature Park, Compton, California*

## 02

# Team Profile

### About MIG, Inc.

**MIG, Inc.**, improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- » Communities can plan their own futures.
- » The world needs an ecological perspective.
- » Great projects work for everybody.
- » Elegant design inspires new thinking.
- » All work should be context driven.
- » Accessibility is always a given.

**MIG is at the forefront of innovation.** We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has worked with public, private and nonprofit agencies and their constituents worldwide to craft outdoor spaces where people walk, drive, gather, play, explore, work, learn, and live. Our landscape architecture practice integrates natural and built environments to connect people to place, nature, and each other.

Existing site features, topography and history inform our designs as we work with clients and communities to develop a specific program of functions and uses—creating a powerful sense of place that not only pleases the eye but protects ecological and cultural resources and enhances community livability.

We offer a full range of services including site assessment, programming, concept and schematic design, feasibility analysis, irrigation, and planting design, construction documentation and administration, and site maintenance manuals. Our approach is cross-generational and universal—allowing all ages and abilities to share in the experience; integrated—considering all aspects of a project from vision to construction to ongoing maintenance; collaborative—partnering with clients and communities to foster ownership and advocacy; and creative—striving for innovation in design, programming, and implementation.

#### **MIG Details**

<b>Size</b>	240 employees
<b>Office Locations</b>	Los Angeles, Pasadena, Fullerton, Riverside, San Diego, Berkeley, San Jose, Sonoma, Sacramento, Portland, Denver, Seattle Pioneer Square, Seattle Westlake, San Antonio
<b>Years in Business</b>	38
<b>Organizational Structure</b>	Corporation
<b>Litigation</b>	MIG has no pending litigation or litigation within the last five years.

#### **AREAS OF EXPERTISE**

- » Urban Design and Placemaking
- » Park and Natural Areas Planning
- » Design for Children and Youth
- » Ecological Design and Landscape Architecture
- » Recreation Programs and Community Services
- » Park and Facility Needs Analysis and Operations and Maintenance Plans
- » Community Outreach and Involvement
- » Facilitation and Consensus Building
- » Landscape Architecture, Parks, Plazas and Public Realm
- » Cultural Landscapes
- » Universal Design and Accessibility

## **Subconsultants**

### **CWE**

#### **Civil Engineering, Survey, Structural Engineering**

Since 2006, CWE's trusted and distinguished civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. They have served over 150 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from their promise of *Creating a Better Tomorrow, Today™*. CWE's award-winning industry leaders actively work to cultivate the engineering protégés and environmental stewards of tomorrow. They work tirelessly to bring the mastery, creativity, and commitment necessary to deliver forward-thinking results to enhance the communities we live, work, and play in, leaving them better for the next generation. This is the CWE standard.

CWE has been recognized by the Zweig Group as a "Hot Firm" three times and a "Best Firm To Work For" four years in a row. These honors not only highlight CWE's significant business growth, but also reflect their growing staff's sense of purpose and happiness at CWE. The firm is eager to demonstrate how engaged employees with the same goal of *Creating a Better Tomorrow, Today™* prompt clients to return, and show the City of San Fernando what benefits their dedicated engineers and scientists can bring to fulfill this project's civil engineering, structural engineering, and survey needs.

CWE is a Disadvantaged (**DBE**), Minority (**MBE**), and Small Business Enterprise (**SBE**).

#### **CWE Details**

<b>Size</b>	34 employees
<b>Office Locations</b>	Orange County, Los Angeles County, San Diego County, Utah County
<b>Years in Business</b>	14
<b>Organizational Structure</b>	Corporation
<b>Litigation</b>	CWE has no pending litigation or litigation within the last five years.

## INTEGRAL GROUP

### Mechanical, Electrical, and Plumbing Engineering

Integral Group is an interactive global network of mechanical, electrical, plumbing, and energy engineers collaborating under a single deep green engineering umbrella. They provide a full range of building system design and energy analysis services, and with a staff of over 800, across over 20 offices in the United States, Australia, Canada, and Europe. Integral Group is regarded as an innovative leader in building system design. As members of the US, Australian, Canadian, and UK, Green Building Councils and are founding signatories of the World Green Building Council's Net Zero Carbon Buildings Commitment, Integral Group has 100+ LEED Accredited Professionals with expertise that includes alternative energy sources, passive system design, and green building systems.

The firm's organization is designed to specifically meet the challenge of accelerating critical change in sustainable building practices. Their integrated approach to building systems design allows them to enhance opportunities that nature provides, working in harmony with a building's environment to reduce its reliance on outside energy sources. Integral Group specializes in the design of simple, elegant, cost-effective systems for high performance building environments and provide comprehensive analyses that help prioritize their energy saving potential and carbon reduction effect.

#### *Integral Group Details*

<b>Size</b>	800 employees
<b>Office Locations</b>	Oakland, CA Los Angeles, CA San Diego, CA Seattle, WA Austin, TX Atlanta, GA Washington, DC Richmond, VA New York, NY, Vancouver, BC Victoria, BC Calgary, AB Edmonton, AB Toronto, ON London, UK Oxford, UK Belgrade, SER Sydney, AUS Melbourne, AUS Brisbane, AUS
<b>Years in Business</b>	11
<b>Organizational Structure</b>	Corporation
<b>Litigation</b>	Integral Group has no pending litigation or litigation within the last five years.

## GEOTECHNOLOGIES, INC.

### Geotechnical Engineering

Geotechnologies, Inc. has been providing geotechnical services for 48 years in the Southern California region for a wide spectrum of clients from private developers to public institutions.

Geotechnologies, Inc. has consulted on over 21,000 projects in both the private and public sectors. Projects types include municipal, commercial, institutional, medical, retail, research, entertainment, and residential. The firm's staff of registered engineers and geologists specializes in foundation and shoring design, grading recommendations, and seismic hazard evaluation. The field technician staff provides testing and inspection services during the course of construction. Such inspections include footings, piles, shoring, helical anchors, and grading control.

#### *Geotechnologies, Inc. Details*

<b>Size</b>	24 employees
<b>Office Locations</b>	Glendale, CA
<b>Years in Business</b>	48
<b>Organizational Structure</b>	Corporation
<b>Litigation</b>	Geotechnologies has no pending litigation or litigation within the last five years.





Yanaguana Garden at Hemisfair Park, San Antonio, Texas

# 03

## Team Experience

### MIG

#### Landscape Architecture

With a core competency in landscape architecture, MIG provides full services from concept design, feasibility studies and master plans to construction documentation and administration. The firm has broad experience in the design of sustainable outdoor environments that integrate people with and without disabilities, contribute to community livability and enable residents to lead healthy, active lifestyles. Projects range from parks and plazas to trails and streetscapes. We create innovative environments that:

- » Foster a sense of place;
- » Contribute to neighborhood and community identity;
- » Promote public safety;
- » Facilitate intergenerational recreation opportunities;
- » Promote environmental stewardship and sustainability;
- » Honor the community's history and natural environment;
- » Meet maintenance and program needs; and
- » Support revenue generating goals.

#### Parks, Open Space, and Trails Planning

A coordinated and integrated park, open space, and trails network provides significant community benefits and is an important factor for increasing livability. MIG has a track record of designing context-sensitive parks and trails that enhance public use, access, and user experience; encourage resource preservation; support a comprehensive transportation strategy; and incorporate local and state objectives. Creating a comprehensive and connected network of trail corridors requires an understanding of the complexities associated with overlapping jurisdictions, goals, and strategies.



#### Public Involvement and Community Outreach

MIG has extensive experience designing public outreach and involvement programs that educate the community, encourage participation, engage stakeholders in evaluating alternatives, and provide agency staff with meaningful community input. MIG provides a multilevel, well-documented involvement process aimed at increasing public confidence in decision making. MIG uses proven facilitation techniques and succinct, easily understood information to ensure that the community and stakeholders understand pertinent issues and that agencies receive meaningful community input. Our outreach approach enables the community to contribute ideas, solutions and strategies for addressing issues, which results in supported and successful projects.

#### Sustainable Design

MIG's design and planning practice is built on a foundation of creating sustainable projects that comprehensively integrate all aspects of low impact development from building public realm and open space design to creative methods of promoting healthy living and educating the community.



### **CWE**

CWE has experience providing civil engineering services for the City of San Fernando in recent months. They installed an underground manufactured infiltration system underneath the existing park and replace the baseball field and irrigation system for the San Fernando Regional Park Infiltration project, which was funded under the Proposition 1 Stormwater Grant Program. Six different alternatives were developed and evaluated to maximize benefits while reducing capital cost and ongoing life cycle cost. The infiltration system serves a drainage area greater than 950 acres and recharge groundwater sources with 446 acre-feet of runoff annually.

### **Civil Engineering**

CWE has been providing civil infrastructure design and improvement services for 14 years as a firm, and has prepared numerous park improvement plans. Their civil design expertise on projects such as the City of Torrance Stormwater Basin and Treatment Wetland Enhancement, City of Los Angeles Garvanza Park Rainwater Capture and Use, and City of Santa Monica Los Amigo Park Stormwater Harvesting and Direct Use Demonstration has been recognized on a local and national level from entities such as the American Society of Civil Engineers (ASCE), Engineering News-Record (ENR), and the California Stormwater Quality Association (CASQA). CWE staff includes 11 Professional Engineers (PEs) and 9 Envision™ Sustainability Professionals (ENV SP) with experience providing design Plans, Specifications, and Estimates (PS&Es) at the 30%, 60%, 90%, and 100% levels. In addition to civil infrastructure design, CWE has experience developing and implementing improvement plans, Stormwater Pollution Prevention Plans (SWPPPs) and Low Impact Development (LID) Plans, and performing water pressure, sewer, and hydrology and hydraulic studies for public works clients.

### **Survey**

CWE has conducted significant survey work for numerous park improvement projects throughout Southern California, including the City of San Fernando Regional Park Infiltration, City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, and City of Bell Gardens John Anson Ford Park Infiltration Cistern projects, to name a few. The survey tasks have included boundary survey, topographic survey, design survey, and construction staking for most of our civil design projects. CWE conducts field surveys, site evaluations, and investigations, and coordinates proposed improvements with existing field conditions. Plans will clearly show existing conditions, including but not limited to signs, traffic striping/markings, curbs, gutters, street lights, etc. from field observations. Topographic survey will include existing structures on private property that might interfere with construction of the project, and will be clearly shown and identified within the base topographic mapping. This work will be prepared in US Customary English units by our California-licensed Land Surveyor in accordance with the City and County of Riverside guidelines and in Computer Aided Design and Drafting (CADD) format (scale 1 inch = 40 feet). The horizontal datum will be NAD 83 California State Plane Zone VI, and the vertical datum will be NAVD 88.

### **Structural Engineering**

CWE has significant experience with providing structural engineering for park improvement projects, and have prepared structural calculations for prefabricated restroom building foundations, bridges, dams, walls, towers, canopies, site lighting poles, and fencing. Currently providing structural calculations for the LACPW Burton Chase Park project, with a focus on the sizing of shelter members, the prefabricated restroom facility foundation, and conducting a bridge evaluation. CWE also helped design the main entrance bridge replacement for the City of Long Beach El Dorado Nature Center Improvement project and construct bridge abutments for the award-winning City of Burbank Johnny Carson Park Improvement and Stream Restoration project as part of the MIG Team.



## **INTEGRAL GROUP**

### **Mechanical Design**

Integral Group designs efficient mechanical and HVAC systems including the use of chilled beams, efficient outside air systems that eliminate reheat, radiant cooling systems and low pressure drop systems. They are leaders in HVAC for critical environments and are widely recognized as innovators in radiant heating and cooling systems.

### **Electrical and Lighting/Daylighting Design**

Integral Group provides a full range of sustainable electrical systems design services including power distribution, lighting and lighting controls, fire detection and alarm, public address, master clock, telephone and data systems, and renewable energy sources. They also specialize in architectural lighting design, energy conservation systems, and site infrastructure.

### **Plumbing Design**

Integral Group developed deep expertise in the design of critical environments involving complex water quality issues that require unique experience and technical knowledge. In all building and project types, water is a key component of sustainable design and is interconnected with energy efficiency in many ways that are not always widely recognized. They are well versed in the specification and use of low-flow fixtures, rainwater, and grey and black water systems.

### **Energy Analysis**

Integral Group's services in this area include detailed measurement, analysis, and recommendations on energy efficient solutions for a wide variety of building types and environments. They use the most advanced analytical tools available today including CFD modeling and proprietary software, monitoring, and analysis solutions. Because of their unique experience, expertise, and knowledge gained from both design and analysis of many different projects over the years, Integral Group is often called upon to help develop industry standards.

## **GEOTECHNOLOGIES, INC.**

### **Geotechnical Engineering**

Geotechnologies, Inc. has won California Geotechnical Engineer's Association (CalGeo) Outstanding Project Award twice. These awards recognized innovation in the USC North Science Building renovation and the stabilization of a failing Frank Lloyd Wright structure. In addition, the firm has received three Honorable Mention Awards for Outstanding Project.

Their staff of registered engineers and geologists specializes in foundation, shoring and retaining wall design; grading guidelines; seismic hazard evaluation; geological hazard evaluation and peer review. Their broad range of services has made Geotechnologies, Inc. a leading project consultant in the Southern California area.

The testing and geotechnical observation services provided by Geotechnologies, Inc. during construction are performed by registered City of Los Angeles Deputy Grading Inspectors. Inspectors verify that the recommendations provided by the engineers, and the requirements of the building code, are met.

All laboratory testing is performed in-house allowing for greater quality control. The laboratory operated by Geotechnologies, Inc. has been accredited by the American Association of State Highway and Transportation Officials (AASHTO), the City of Los Angeles, and the California Division of the State Architect (DSA).



## Johnny Carson Park Revitalization

BURBANK, CALIFORNIA

MIG led this \$3.7 million project to transform a drainage channel into the centerpiece of Johnny Carson Park—one of Burbank's largest and most utilized neighborhood parks. Our team was challenged with the task of upgrading the park's infrastructure while meeting the City's sustainability goals. The work focused on the restoration of Little Tujunga Wash, which traverses the 10-acre park and flows into the Los Angeles River.

MIG conducted a highly interactive community design process with City staff, community leaders, local residents, and businesses to define the needs and to solicit feedback on the design options. Based upon this input, MIG developed an innovative, sustainable design that provides multiple benefits of improved energy and water efficiency, public access, and water quality. The Little Tujunga Wash is now a recreation destination with an enhanced habitat; improved pedestrian access with bridges and new walking paths lined with parcourse equipment; a California native plant palette; and reclaimed water irrigation.

MIG provided full landscape architecture services for planting, hardscape, and irrigation for the entire park renovation, which also included new LED lighting, an acoustic concert stage, an expanded children's play area, and picnic areas.

Johnny Carson Park reopened in July 2016 and has been recognized for its excellence in quality-of-life design by the American Society of Landscape Architects and the American Public Works Association.

### PROJECT DETAILS

**Project Cost:** \$3.7 Million

**Timeframe:** 2014-2016

**Reference:** Judie Wilke

City of Burbank Park, Recreation and Community  
Services Department  
(818) 238-3773  
jwilke@ci.burbank.ca.us

### AWARDS

- » BEST Awards 2016, APWA So. California Chapter
- » Merit Award 2016, ASLA/SC Quality of Life Design Awards





## Yanaguana Garden at Hemisfair Park

SAN ANTONIO, TEXAS

MIG led the visioning, programming, and design for key public spaces at Hemisfair Park. This 104-acre redevelopment area in central San Antonio, has become one of the great attractions of the city, a well-loved and authentic destination that enhances livability of San Antonio residents of all ages. MIG led the team that prepared the programming document to guide the overall design concept for Hemisfair Park, then took the first projects from design through construction. Yanaguana Garden is the implementation of just one of those areas.

Since 2010, San Antonio had imagined an active, exciting 24/7 outdoor play and recreation experience for both kids and adults. On opening day the local newspaper called the park a "love letter to the City." From young children thrilled at climbing the Boomerang, to adults of all ages playing ping pong and enjoying the live entertainment and many food options from local vendors, visitors describe Yanaguana as colorful and fun.

The wide variety of options that were thoughtfully considered and executed, make this the City's "backyard," a place for all to gather and enjoy regardless of age, ability, or economics.

Key design elements of the park include a winding promenade with vine covered Pergola and surface pattern that flows through the site to connect to San Antonio's famed river; native limestone seatwalls; a cascading water play spray area with terraced limestone ledges and seatwalls, custom mosaic glass patterns; a central square with colorful checkered patterns that can be game boards or a colorful dance floor for special events; a custom restroom building with a one-of-a-kind mural; an outdoor theater and seating area, active play areas, shaded rocky sandscape and a mosaic play sculpture titled PanterAzul based on the legendary blue panther and a well spring and winding river mosaic seatwall. Around the entire area are restaurants, an ice cream parlor, a future beer garden and an intimate music venue with streets that merge into the park and extend to other parts of Hemisfair.

### PROJECT DETAILS

**Project Cost:** \$6 Million

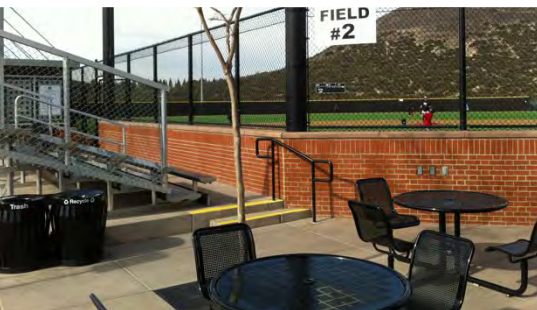
**Timeframe:** 2013-2016

### Reference:

Andres Andujar, HPARC

(210) 867-1305 | [Andres.Andujar@Hemisfair.org](mailto:Andres.Andujar@Hemisfair.org)





## Westlake Village Community Park

WESTLAKE VILLAGE, CALIFORNIA

MIG helped the City of Westlake Village to assess and select a site for an approximately 20-acre community sports park in association with the YMCA.

MIG developed a conceptual plan for a hillside park off of Thousand Oaks Boulevard just west of Lindero Canyon Road. The plan provides for a variety of active recreation, including a children's play area, in-ground skate park, perimeter jogging/walking trail, overlay basketball courts in the parking area, and lighted fields for softball/baseball and soccer. The plan also incorporates supporting amenities such as a restroom/concession building, picnic facilities, and a maintenance building and yard.

Access to the park is via a one-way entrance drive and exit roadway from Thousand Oaks Boulevard. The YMCA building and pool complex are centrally located in the park for ease of access and user convenience. Each sportsfield will be constructed using synthetic turf to lower operational costs and conserve water. Slopes will be landscaped with drought tolerant and native plant species to blend into the adjacent oak woodland foothills.

### PROJECT DETAILS

**Project Cost:** \$748,280 Design, \$16 M Construction

**Timeframe:** 2015-2017

### Reference:

Audrey Brown, Assistant City Manager  
City of Westlake Village  
(818) 706-1614  
[audrey@wlv.org](mailto:audrey@wlv.org)





## Pasadena Playhouse District Park

PASADENA, CALIFORNIA

MIG is working with the City of Pasadena and area residents in the transformation of an existing surface parking lot into the first urban park in Pasadena's historic Playhouse Village district. This one-acre community-driven park is geared to serve not only visitors to this popular retail and entertainment district, but also a growing residential population, resulting from a series of new multi-family developments completed over the last two decades.

The park design is centered around a vine-covered shade trellis, which acts as a community gathering point, and features a children's playground, historic water feature, open lawn area, convenient dog run, restroom building with concession option, and California-themed landscaping.

A new landscaped buffer along Union Street provides additional open space and pedestrian streetscape. A 48-space surface parking lot is designed to accommodate events, including farmers markets and street fairs, and also capture on-site stormwater. New furniture, lighting, and public art elements complement the design. The park is scheduled to begin construction in early 2021, with completion estimated by the end of 2021.

### PROJECT DETAILS

**Project Cost:** \$553K (fee)

**Timeframe:** 2019-2021

**Reference:** Hayden Melbourn, Principal Engineer  
City of Pasadena Public Works and Engineering  
(626) 744-7345  
[hmelbourn@cityofpasadena.net](mailto:hmelbourn@cityofpasadena.net)





## 04

# Work Plan

### Project Understanding

The City of San Fernando is interested in contracting with an experienced and qualified firm to provide professional design services for the Layne Park Revitalization Project, located at 120 North Huntington Street, San Fernando. Layne Park is a small neighborhood park approximately 33,200 square feet in size serving both residential and commercial residents. The existing park amenities include an open field, playground equipment, and several picnic tables. The objective of the Layne Park Renovation Project is to enhance the park amenities that will provide greater recreational opportunities for the surrounding community, provide employment or volunteer opportunities for residents, and incorporate environmental elements for efficient use of water and other natural resources. The Statewide Park Development and Community Revitalization Grant Program is funding the Layne Park Revitalization Project. As such, all contracted work must comply with the provisions of §1771.5 of the State Labor Code.

### Project Approach

MIG brings to the City of San Fernando nearly four decades of success driven by a philosophy of working interactively with our clients. It will be our intent to become an extension of your staff. We have provided professional design services to more than 250 cities, eight counties, the State of California, 12 states throughout the United States, the Federal Government, college and corporate campuses and many park, and school districts throughout the country. MIG will bring our experience of completed construction plans for public facilities totaling more than \$1 billion. We have designed many renovated and enhanced community parks that include facilities similar to Layne Park. Recent parks include: Johnny Carson Park in Burbank, Lambert Park in El Monte, Wishing Tree Park in West Carson, Ponderosa and Anaheim Coves Parks in Anaheim, Golden, Apollo, Dennis-The-Menace and Wilderness Parks in Downey, and the just-completed Magic Johnson Park in Willowbrook and Veterans Park in Tustin.

The MIG Team appreciates the magnitude and increasing importance of Layne Park as an established resource in your community. We also realize the value of determination the City has shown in successfully winning the highly competitive State grant funding for the enhancement of this park and will adhere to all grant funding requirements. Having completed many State grant funded projects, such as Wishing Tree Park in Carson and Mendez Tribute Monument Park in Westminster, we understand the requirements such as providing design elements that the Conservation Corps are able to perform. We are also familiar with the State accounting requirements for documenting hours and expenses throughout the design and billing process. This will significantly ease the process of invoicing and tracking payments through the City and State.

The renovation of Layne Park will require thorough knowledge of current mandates that will affect design. Accessibility requirements will require circulation and full universal access to facilities throughout the park. We understand the water conservation requirements enacted by AB325 and AB1881 that now govern irrigation water use. These water conservation concerns and mandated irrigation restrictions have prompted limitations on turf use, requirements for smart weather-based irrigation controllers and more efficient sprinklers and drip systems. Implementation of on-site green infrastructure to capture and store stormwater runoff for percolation and groundwater recharge is becoming the norm. Resource conservation in terms of energy efficiency and long-term maintenance demands is a key design criterion which we will consider in our conceptual design process. Our intention is to design your proposed park improvements with your City's high-quality standards and goals of safety, connectivity, opportunities for intergenerational activities, healthy exercise, and positive community interaction. We will work closely with City maintenance staff to garner their knowledge and recommendations to efficiently manage this facility and ongoing costs.



Communication will be key in the successful development of Layne Park. Our MIG project manager will present and set an agreed schedule with the City at the project start. The schedule will indicate the tasks, milestones, deliverable dates, and anticipated review periods throughout the design process. We will carefully monitor and manage that schedule continuously through the design process, making adjustments as necessary with the City staff's review and approval to accommodate any meetings and or extended review periods that may become necessary. Continual communication between the City and the project team through the project manager, will keep the project schedule coordinated and everyone informed. If an unexpected delay occurs, the project manager will prepare and present a plan of action for making up the time to the City representative for review and approval.

MIG is particularly familiar with the special requirements of municipal projects. Our team understands the importance of complete and thorough bid documents to ensure quality construction from the "low responsive bid" contractors. Our design and construction documents will reflect this attention to detail and the quality of materials and equipment selected.

MIG has developed an In-House Plan Review and Checklist document for Quality Assurance/ Quality Control in the review of construction documents. Our team will utilize MIG's plan review checklists in preparing and reviewing the construction documents for Layne Park. The checklists address the following drawing and specification items: Grading, Drainage, Irrigation Systems, Walkways, Fencing, Lighting, Restroom Building, Passive Facilities, Site Amenities, Drought Tolerant Plant Materials, Signage and General and Specific Notes.



MIG has earned a reputation for completing our project tasks in a timely manner. The broad experience of our overall firm coupled with the expertise of our local office personnel ensure our prompt response to your project assignments and any questions and issues that may come up during the design or construction process. We will work closely with the City staff and our project team to meet all project milestones.

MIG understands the relationship between the City departments and the approval process. In providing design services for our public clients, the MIG Team understands the City's submittal process, multi-agency review schedules and desire to address plan check comments in a timely manner. We realize the value of proactively moving the project forward, to ensure reviewers' continuity and maintain project momentum.

The MIG Team is very familiar with construction administrative procedures and construction support services. MIG provides on-site construction observation and support for most of our clients. As the prime design consultant for 90% of our projects, we coordinate the on-site services for all project team consultants. Our staff is well trained in construction administration services and tasks, coordination with consultants, Agency staff, and the contractor. We understand that construction support will be at the City's request and paid on a time and materials basis as utilized. We strongly recommend construction support services as needed, to ensure that the project implementation is according to the design intent.

MIG favors a highly interactive approach in which our project team will work closely with City staff as directed. We envision Layne Park as a collaborative team effort that will maximize the strengths and resources of all project team members and City staff and will result in a re-energized and beloved neighborhood park.

## Project Scope of Work

In accordance with an executed professional services agreement, MIG shall coordinate planning of Layne Park's program elements and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of our design process, MIG will prepare high quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City of San Fernando. As communicated in the RFP, the Layne Park Revitalization Project must include the following:

- » Construct a restroom building, powered by solar panels.
- » Construct a basketball court with lighting.
- » Construct an artificial turf soccer field with lighting.
- » Add new landscape and irrigation improvements.
  - Tree removal/replacement (if needed).
  - Smart Irrigation with ground sensors.
  - Bioswales.
  - Plant non-invasive and drought tolerant trees, shrubs, etc.
- » Conform existing and new lighting to LED, solar power preferably.
- » Add fencing along alley ways.
- » Renovate playground for ADA accessibility and add shading.
- » Install shading for existing picnic tables.
- » Install drinking fountains.
- » Design to incorporate projects that the California Conservation Corps will perform.

Our cost proposal includes the delivery of the following items:

- » Geotechnical Report.
- » Topographic Survey.
- » 30%, 65%, 95%, and 100% (Bid Set) PS&E (Plans, Specifications, and Estimate).

Our proposed project schedule is based on the overall milestones as provided in the RFP. We are committed to and staffed appropriately to complete the Layne Park Revitalization Project bid documents by June 2021 based on receipt of a notice-to-proceed (NTP) from the City of San Fernando in November 2020. Specific project milestones include:

- » Kickoff Meeting with City of San Fernando – November 30, 2020
- » Submit 30% PS&E to City of San Fernando – January 4, 2021
- » Present 30% PS&E at City Council Meeting – January 18, 2021
- » Submit 65% PS&E to City of San Fernando – March 1, 2021
- » Present 65% PS&E at City Council Meeting – March 15, 2021
- » Submit 95% PS&E to City of San Fernando – April 26, 2021
- » Present 95% PS&E at City Council Meeting – May 17, 2021
- » Submit Bid Set to City of San Fernando – May 2021
- » Bid Period – Summer 2021
- » Construction Period – Fall 2021/Spring 2022
- » Layne Park Revitalization Project Grand Opening – May 2022
- » Submit Record Drawings – June 2022

#### **TASK 1: PROJECT MANAGEMENT**

The goal of this task is to provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to coordination and management of the MIG consultant team, perform Quality Assurance/Quality Control (QA/QC) measures, and conduct project coordination meetings with City of San Fernando. Specific tasks include:

- 1.01** MIG will provide General Project Management including but not limited to providing monthly status reports, providing the design schedule with updates as requested, providing meeting minutes with action items, reviewing and approving monthly billing invoices, and coordinating subconsultant contracts.

- 1.02** MIG will facilitate regular Project Meetings via Teleconference with the City of San Fernando and consultant team. For the purposes of this proposal, we have estimated twenty-four (24) one-hour weekly teleconferences during the development of the project.

#### **TASK 2: PLANS, SPECIFICATIONS, AND ENGINEERING ESTIMATES**

The goal of this task is to prepare the Plans, Specifications, and Estimate for the Layne Park Revitalization project, as required to construct the project. It is anticipated that the package will include, at a minimum: Title Sheet; General Notes; Existing Conditions (including Right-of-Way) Plans; Demolition Plans; Tree Disposition Plans; Horizontal Control Plans; Grading and Utilities Plans; Landscape Construction (Flatwork, Furniture, Fencing/Walls, Lighting), Planting, and Irrigation Plans; Electrical Plans; and all required details anticipated to construct the project. MIG will prepare the technical specifications for the project, the City will prepare the general conditions for the project manual. A preliminary estimate of probable construction costs (i.e. engineering estimate) consistent with the drawings and specifications will be prepared.

- 2.01** The MIG Team will prepare a Topographic Survey for use in the project. The survey will include contours at one-foot intervals; spot elevations on hardscape features; existing building and structure footprints; sidewalks and trails, driveways, and handicap ramps; trees and major specimen plants, with trunk diameters greater than six inches; above ground utilities including valves, pull-boxes, meters, vaults, and miscellaneous manholes; all major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks, and natural group.

- 2.02** The MIG Team will prepare a Geotechnical Report for use in the project that will inform the City and consultant team on the possible location of LID elements, as well as the optimal locations for site structures (i.e. prefabricated restrooms and shade elements).

- 2.03** MIG will visit the project site and conduct Field Investigation services (i.e. review of existing context, review of existing utilities, site conditions, site photography) as required to deliver the project.
- 2.04** MIG will prepare and submit the Conceptual Design (i.e. 30% Plans, Specifications, and Estimate (PS&E) documentation) package.
- 2.05** MIG will attend a City Council Presentation, slated for the third Monday in January 2021 (1/18/2021), and be available to present a status update on the Conceptual Design (i.e. 30% PS&E documents).
- 2.06** Based on comments received from the City during the review process, MIG will revise and resubmit the 65% Plans, Specifications, and Estimate (PS&E) documentation package.
- 2.07** MIG will attend a City Council Presentation, slated for the third Monday in March 2021 (3/15/2021), and be available to present a status update on the 65% PS&E documents.
- 2.08** Based on comments received from the City during the review process, MIG will revise and resubmit the 95% Plans, Specifications, and Estimate (PS&E) documentation package.
- 2.09** MIG will attend a City Council Presentation, slated for the third Monday in May 2021 (5/17/2021), and be available to present a status update on the 95% PS&E documents.

### **TASK 3: FINAL SUBMITTALS**

The goal of this task is to finalize the PS&E and prepare the Bid Set for use in the bid advertisement. Specifically:

- 3.01** MIG will prepare the Bid Set for the project, including: the submission of two full-size and two half-size (bond paper) final plan set master with the appropriate seal and signature on each plan sheet and title sheet of specifications; electronic copy of all plans in AutoCAD and Adobe Acrobat format on a flash drive; electronic copy of the specifications document in Microsoft Word format on a flash drive; one set of quantity calculations and final estimate of construction costs in Microsoft Excel format on a flash drive; all documentation (scanned if necessary) used on the project design on a flash drive.

### **TASK 4: BIDDING PHASE**

The goal of this task is to provide support to the City during the bid period. Specific tasks include:

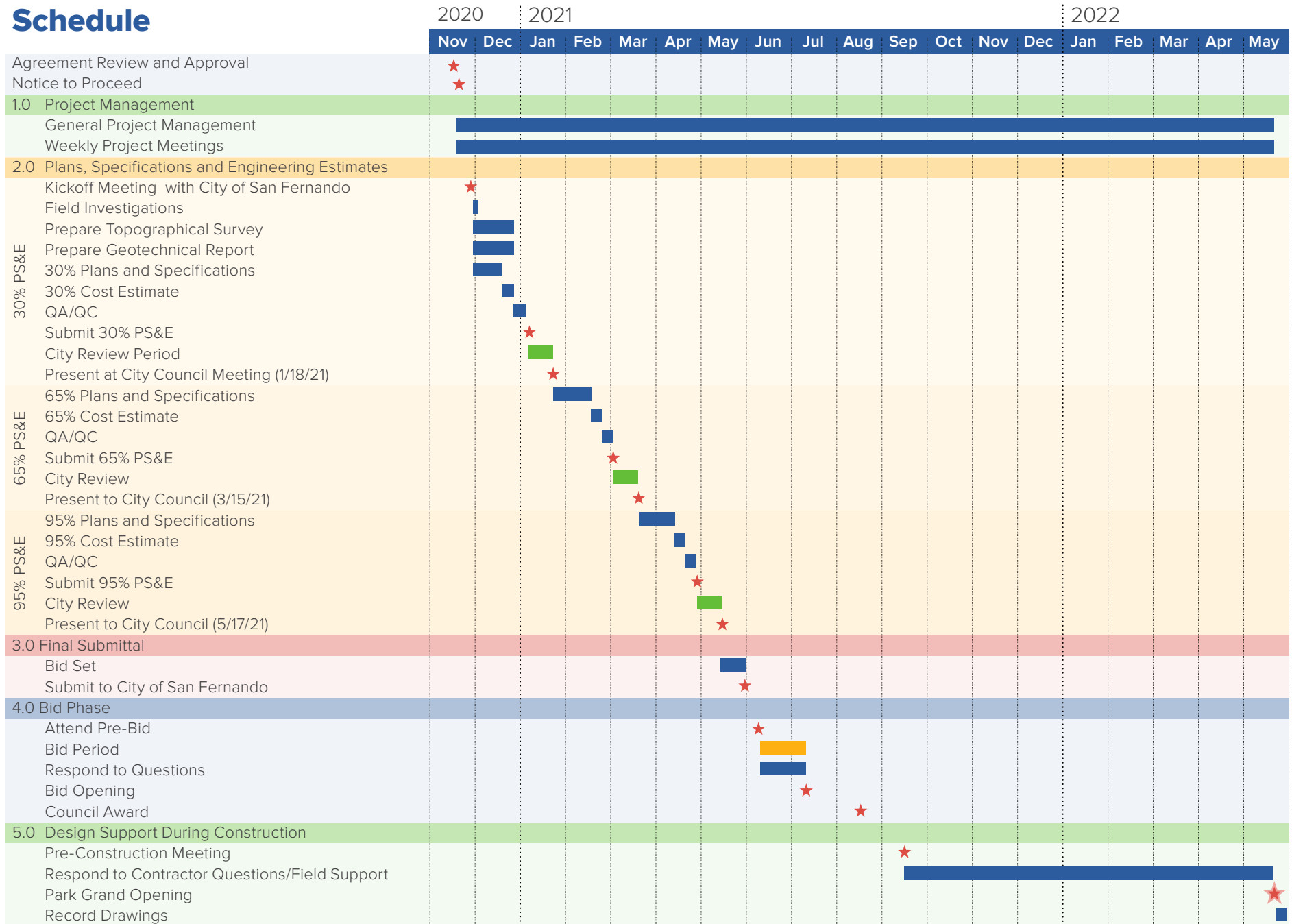
- 4.01** MIG will attend the Pre-Bid Meeting.
- 4.02** During the bid period, MIG will prepare responses to Contractor requests for clarification, record and distribute among potential bidders answers and clarifications given to individual Contractors, and prepare formal construction documentation addenda, if necessary. MIG will also prepare any required addenda and pre-bid meeting agenda, if requested.

### **TASK 5: DESIGN SUPPORT DURING CONSTRUCTION PROCESS**

The goal of this task is to provide design support to the City during the construction phase. It is assumed that the City will lead the management of the construction process; the MIG Team will be available on an as-needed support role only. Upon request, the MIG Team will attend the pre-construction meeting, prepare responses to Contractor Requests For Information (RFIs), and review submittals and shop drawings for those parts of the Project in the scope of work. Specific tasks include:

- 5.01** MIG will attend the Pre-Construction Meeting with the Contractor and City's Project Manager to review construction schedule, review anticipated submittals and shop drawings, and establish methods of communication during the construction period. MIG will prepare any required pre-construction meeting agenda, if requested.
- 5.02** MIG will Prepare Responses to Contractor Questions during the construction period in the form of drawing clarifications and responses to RFIs.
- 5.03** MIG will provide In-House Field Support during Construction, including the review of product submittals and shop drawings for those parts of the Project in the scope of work. This task also includes time for regular communication with the City and Contractor to review project progress.
- 5.04** MIG will prepare Record Drawings for the Project upon receipt of the Contractor's as-built drawings.

## Schedule







Earvin "Magic" Johnson Park, Los Angeles, California

# 05

## Project Staffing

The specializations and qualifications of our committed staff will be a significant asset in the timely completion of the Layne Park Revitalization. The MIG Team's capabilities are aligned with the goals of the City of San Fernando.

With 28 years of experience with an emphasis on landscape infrastructure, water quality, conservation, and environmental performance, **Evan Mather**, FASLA, PLA, SITES AP will serve as Principal-in-Charge to ensure adequate resources are allocated to this project and that contractual requirements are met. Evan will provide overall project direction, oversight and quality control.

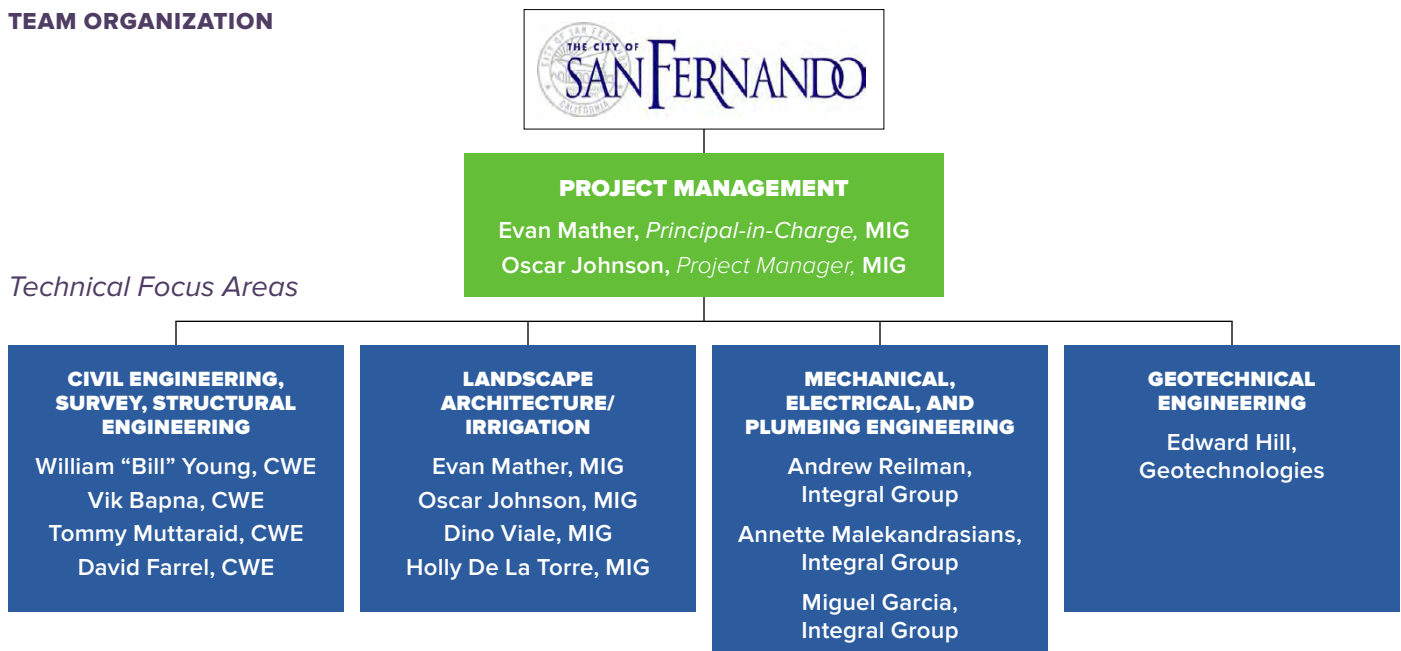
As project manager, **Oscar Johnson**, PLA will be responsible for day-to-day contact with the City and project team. He will employ regular and recurrent team meetings and calls to ensure timely and budgeted completion of all work activities associated with the project.

**Dino Viale** is an highly experienced irrigation designer and will be responsible for irrigation design. Experienced park designer and NRPA certified playground inspector **Holly De La Torre** will assist with landscape design.

### SUBCONSULTANTS

- » **William "Bill" Young, PE, CWE, Civil Engineering**
- » **Vik Bapna, PE, ENV SP, CPSWQ, QSD/P, CWE, Civil Engineering**
- » **David Farrel, PLS, CWE, Survey**
- » **Tommy Muttaraid, PE, CWE, Structural Design**
- » **Andrew Reilman, PE, LEED AP BD+C, HBDP, Integral Group, Mechanical Engineer**
- » **Annette Malekandrasians, PE, Integral Group, Electrical Engineer**
- » **Miguel Garcia, Integral Group, Plumbing**
- » **Edward Hill, Geotechnologies, Geotechnical Engineering**

### TEAM ORGANIZATION



**AREAS OF EXPERTISE**

- » Landscape Architecture
- » Park Design
- » Sustainability

**EDUCATION**

- » BLA, Louisiana State University, Baton Rouge

**REGISTRATIONS / CERTIFICATIONS**

- » Landscape Architect: CA #4805
- » SITES Accredited Professional
- » Affiliations

**AFFILIATIONS**

- » Active with the Southern California chapter of the American Society of Landscape Architects, serves on the Executive Committee as Treasurer and chair of the Fellows Committee
- » Council of Fellows, American Society of Landscape Architects

**PAPEERS / PRESENTATIONS**

- » Speaker, "SITES: Devise a Truly Sustainable Maintenance Plan That Works for the Long Term", 2017 ASLA National Conference
- » Speaker, "Foothill Gold Line State of the Project Conference", Pomona College, 2016
- » Speaker, "Completing the Street: Nature in the Urban Streetscape", Greenbuild 2016

**Evan Mather, FASLA, PLA, SITES AP****PRINCIPAL-IN-CHARGE**

Evan Mather is an award-winning landscape architect and filmmaker whose work in both mediums is a high-level practice of inquiry and exploration. Evan has walked these dual paths since college—applying his creativity on the land and through the lens. For over 25 years, he has been committed to delivering sustainable projects that impact people and the environment in tangible, measurable ways. From streetscapes and schools to parks and infrastructure, Evan seeks to reveal the stories inherent in the context, history, geology, ecology, and culture of a project site. His films investigate and communicate landscape architecture, urban design and sustainability issues by immersing audiences in a landscape's narrative. Evan's unique synthesis of disciplines and his incorporation of new technologies enables him to educate and inspire clients and the general public—offering a fresh perspective and unveiling unexpected project possibilities. With each project, he strives to elevate his craft and his profession—using his experience and expertise to create healthy, beautiful environments that engage and endure.

**SELECTED PROJECT EXPERIENCE**

- |  |  |
|--|--|
| » Earvin "Magic" Johnson Park Master Plan and Phase 1A, Willowbrook, CA          | » Burbank Water and Power EcoCampus, Burbank, CA                   |
| » Exposition Park Master Plan, Los Angeles, CA                                   | » Cerritos Community Regional County Park Renovation, Cerritos, CA |
| » Johnny Carson Park Revitalization, Burbank, CA                                 | » Walnut Creek Habitat and Open Space Master Plan, San Dimas, CA   |
| » Santa Monica Memorial Park Master Plan, Santa Monica, CA                       | » Heritage Garden, Glendale, CA                                    |
| » Robert F. Kennedy Inspiration Park, Los Angeles, CA                            | » El Cariso Park, Sylmar, CA                                       |
| » Pasadena Playhouse District Park and Parking Lot, Pasadena, CA                 | » Del Rey Crossing, Los Angeles, CA                                |
| » West Wilshire (Pan Pacific) Park, Athletic Field Improvements, Los Angeles, CA | » Santa Monica City Services Building, Santa Monica, CA            |
| » Alpine Park Recreation Center Expansion, Los Angeles, CA                       | » Medea and Palo Comado Creek Design, Agoura Hills, CA             |

**AREAS OF EXPERTISE**

- » Park Design
- » Landscape Architecture
- » Project Management
- » Parks and Recreation Planning
- » Sports Parks

**EDUCATION**

- » BSLA, California State Polytechnic University, Pomona

**REGISTRATIONS / CERTIFICATIONS**

- » Landscape Architect: CA #6481

**Oscar Johnson****PROJECT MANAGER**

Oscar Johnson has always had a passion for drawing and creating, and he's been fulfilling it as a landscape designer and project manager for two decades. From multimillion dollar sports facilities to intimate neighborhood parks, Oscar has designed and managed construction for a variety of public and private projects throughout California. With his meticulous attention to detail and his dedication to longevity, he develops construction details and design specifications that are cost-effective and can be built to last. He is adept in establishing a camaraderie with clients, colleagues, and contractors to shepherd projects from design to ribbon-cutting. Oscar is proactive in reducing risks and applying new technologies and materials to his designs. He describes himself as "a build-a-better-mousetrap type of person," who takes the Big Picture and fills in the fine lines. While his work has benefited people in many communities, Oscar particularly appreciates providing physical, mental, and emotional stimulation to children with disabilities through his projects—enabling them to interact with nature and with others.

**SELECTED PROJECT EXPERIENCE**

- » Mendez Tribute Monument Park, Westminster CA
- » Lambert Park, El Monte CA
- » Wishing Tree Park, West Carson CA
- » La Quinta Sports Park, La Quinta, CA
- » Big League Dreams, Manteca, CA
- » Big League Dreams, Las Vegas, NV
- » Compton Creek Nature Park, Compton, CA
- » Mesa Marin Sports Complex, Bakersfield, CA
- » Ponderosa Park, Anaheim, CA
- » Cerritos Park East Ballfield, Cerritos, CA
- » Anaheim Coves Phase II, Anaheim, CA
- » Veterans Sports Park at Tustin Legacy, Tustin, CA
- » Westminster 25 Parks Project, Westminster, CA
- » Greenleaf Parkway SCE Easement Improvements, Compton, CA
- » Pico Park Renovation, Pico Rivera, CA
- » Fullerton Parks Renovation – Adlena, Byerrum and Valencia, Manteca, CA
- » Liberty Park Renovation, Cerritos, CA
- » Grace Park, Long Beach, CA
- » Huntington Beach Pier Plaza and South Beach Renovation, Huntington Beach, CA
- » Deer Canyon Park Preserve, Anaheim, CA
- » Dills Park Renovation/Expansion, Paramount, CA
- » Firestone Boulevard, Downey, CA
- » Beverly Boulevard Streetscape Improvements, Pico Rivera, CA



**AREAS OF EXPERTISE**

- » Irrigation Design
- » Landscape Design
- » Construction Documentation

**EDUCATION**

- » BS, Landscape Architecture, Polytechnic State University, San Luis Obispo

**REGISTRATIONS**

- » American Society of Irrigation Consultants (ASIC), Professional Member, Northern CA Chapter

**Dino Viale****SENIOR LANDSCAPE DESIGNER | IRRIGATION SPECIALIST**

Dino Viale is a detail-oriented, self-motivated professional in the landscape and irrigation industry. He possesses strong design and construction skills bringing planning and construction together seamlessly. Dino has a passion for water conservation and is constantly striving to create irrigation design solutions that seamlessly fit the unique needs of his projects, creating lasting and cost-effective systems that save water.

**SELECTED PROJECT EXPERIENCE**

- » 14th Street Promenade, San Diego, CA
- » Alderwood Mall, Lynnwood, WA
- » Asian Art Museum, San Francisco, CA
- » Cherryland Community Center, Alameda, CA
- » CHP Crescent City, Crescent City CA
- » Chrissy Field Restoration, San Francisco, CA
- » Del Amo Park, Los Angeles County, CA
- » Desiderio Park, Pasadena, CA
- » Gamma Street Park, San Diego, CA
- » Laguna Niguel Regional Park, Orange County, CA
- » Lambert Park - Phase 1 and 2, El Monte, CA
- » National Audio-Visual Conservation Center, Culpeper, VA
- » Orion Park, Chula Vista, CA
- » Salinas Public Safety Center, Salinas, CA
- » San Francisco Zoo African Savanna Exhibit, San Francisco, CA
- » San Francisco Zoo Lemur Exhibit, San Francisco, CA
- » Santana Row, San Jose, CA
- » Skyline Hill Park, San Diego, CA
- » Ventura Community Park, Ventura, CA
- » Villa Monserate Park ADA Improvements, San Diego, CA
- » Wilderness Park, Downey, CA

**AREAS OF EXPERTISE**

- » Landscape Design
- » Playground Inspection
- » Park Design

**EDUCATION**

- » BS, Landscape Architecture, California State Polytechnic University, Pomona

**REGISTRATIONS**

- » Leadership in Energy and Environmental Design, U.S. Green Building Council, Accredited Professional
- » Certified Playground Safety Inspector, National Recreation and Park Association (NRPA)

**Holly De La Torre****LANDSCAPE DESIGNER**

Holly De La Torre's wide interests in landscape architecture coupled with the breadth of projects she has worked on for over 12 years with MIG, has led her to be a strong member of the design team. She has gained experience in park design ranging from large sports complexes to community and neighborhood parks and recreational trails. She has participated in projects from conceptual design through construction and knows the importance of complete and definitive construction documents and the value of collaboration through the design and construction process.

Holly is a NRPA certified playground inspector and this has prompted her interest in children's play environment design as well as her increasing expertise in plan checking play area construction documents on an on-call basis for the Irvine Planning Department. She has a talent and gift for envisioning the details and their interconnection importance. Her young children have also significantly contributed to her growing passion for incorporating educational and interpretive elements in park and play area design.

Holly's interest in improving the larger environment and quality of life has been demonstrated in her successful design of streetscapes, parkways, campuses, and most recently dog parks, where owner's interaction and comfort are as important as the canine activity design. She has also successfully participated in public outreach, recreation facility assessments, and park and recreation master plans.

**SELECTED PROJECT EXPERIENCE**

- |  |  |
|--|--|
| » Anaheim Coves, Anaheim, CA                               | » Fresno Figarden Baseball Complex, Fresno, CA                                     |
| » Beverly Boulevard Improvements, Pico Rivera, CA          | » Mesa Marin Sports Park, Bakersfield, CA  |
| » Big League Dreams Sports Park, Manteca, CA               | » Our Community School Feasibility Study, Chatsworth, CA                           |
| » Cerritos Park East, Cerritos, CA                         | » Perris Valley, Big League Dreams Sports Park, Riverside County, CA               |
| » City of Irvine Landscape Plan Check Services, Irvine, CA | » Pico Park, Pico Rivera, CA   |
| » Compton Creek Natural Park, Compton, CA                  | » Santee Towncenter Park, Santee, CA   |
| » Compton Greenleaf Parkway, Compton, CA                   | » Tehachapi Valley Recreation and Parks District Master Plan, Tehachapi Valley, CA |
| » Del Amo Boulevard Median Upgrades, Carson, CA            |  |

**EDUCATION**

- » BS, Civil Engineering,  
California State Polytechnic  
University, Pomona

**REGISTRATIONS /  
CERTIFICATIONS**

- » Civil Engineer, CA, 35715

**William “Bill” Young, PE**

CIVIL ENGINEERING | CWE

William “Bill” Young is a respected leader in the California civil engineering community, with experience managing large and small design projects from conceptualization and design through construction. His projects cover a diverse range of community improvements, involving parking lot, street, curb, and gutter repairs and improvements; highway design; pavement rehabilitation design, including pervious pavement and interlocking pavers; bioswales and bioretention systems; stormwater BMPs; flood control infrastructure; and irrigation lines. Bill also has three years of field survey, including field topography, boundary, construction staking, and as-built verification for utilities and flood control projects.

**SELECTED PROJECT EXPERIENCE**

- » City of San Fernando Regional Park Infiltration, San Fernando, CA
- » Johnny Carson Park Improvement and Stream Restoration, Burbank, CA
- » John Anson Ford Infiltration Cistern Project to Capture Urban Runoff, Bell Gardens, CA
- » El Dorado Nature Center Improvement, Long Beach, CA
- » Los Angeles County Department of Parks and Recreation Earvin Magic Johnson Park, Los Angeles, CA
- » Bohnett Park Stormwater Treatment, Santa Barbara, CA

**EDUCATION**

- » BS, Civil Engineering,  
New Jersey Institute of  
Technology

**REGISTRATIONS /  
CERTIFICATIONS**

- » Civil Engineer, CA, 52060
- » Envision™ Sustainability Professional Credential
- » Certified Professional in Storm Water Quality, 543
- » Qualified SWPPP Developer/Practitioner, 368

**Vik Bapna, PE, ENV SP, CPSWQ, QSD/P**

CIVIL ENGINEERING | CWE

Vik Bapna is an award-winning civil engineer with experience in the planning, design, and construction of more than \$200 million worth of civil engineering projects, ranging from single-lot developments to regional stormwater BMP projects with multiple stakeholders. His experience includes developing multi-benefit water quality enhancement projects, developing multiuse projects to infiltrate urban and stormwater runoff, designing structural treatment control BMPs, and developing project concepts. Vik was responsible for developing the first urban watershed plan that addressed flood protection, water quality enhancements, creation of open space and recreational opportunities, and habitat enhancements.

**SELECTED PROJECT EXPERIENCE**

- » City of San Fernando Regional Park Infiltration Project, San Fernando, CA
- » Garvanza Park Rainwater Capture and Use, Los Angeles, CA
- » City of Los Angeles University Park Rain Gardens Design-Build, Los Angeles, CA
- » Los Amigos Park Stormwater Harvesting and Direct Use Demonstration, Santa Monica, CA
- » Los Angeles County Department of Parks and Recreation Don Wallace Multi-Use Trail Connector, Los Angeles, CA

**EDUCATION**

- » Antelope Valley College

**REGISTRATIONS /  
CERTIFICATIONS**

- » Professional Land Surveyor, CA, 7813
- » Certified in GPS Technology

**David Farrel, PLS**

SURVEY | CWE

David Farrell has more than 35 years of experience in the area of land surveying. He is knowledgeable of the principles, practices, and procedures of ALTA, topographic, and boundary surveys, legal descriptions, and easement preparation. David's responsibilities have included the preparation of Parcel Maps, Tract Maps, ALTA Surveys, Record of Surveys, horizontal and vertical control, preliminary design surveys, FEMA flood certifications, drainage and flood control design, sewer and water improvements, water quality and water resources surveying, construction staking, GPS surveys, photogrammetry, legal description, and lot-line adjustments.

**SELECTED PROJECT EXPERIENCE**

- » City of San Fernando Regional Park Infiltration, San Fernando, CA
- » Johnny Carson Park Improvement and Stream Restoration, Burbank, CA
- » Garvanza Park Rainwater Capture and Use, Los Angeles, CA
- » City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, Torrance, CA
- » John Anson Ford Park Infiltration Cistern, Bell Gardens, CA
- » Burton Way Median Green Street, Beverly Hills, CA

**EDUCATION**

- » MBA, California State Polytechnic University, Pomona
- » BS, Civil Engineering, University of California, Irvine

**REGISTRATIONS /  
CERTIFICATIONS**

- » Civil Engineer, CA, 66008

**Tommy Muttaraid, PE**

STRUCTURAL DESIGN | CWE

Tommy Muttaraid has more than 18 years of experience in structural design, emphasizing in concrete and steel structures as well as project management. He has in-depth experience in the design of bridges, soldier beam retaining walls, and pump stations. Tommy has experience with fencing and gate design, including preparing structural details and performing calculations. He has worked on projects involving park design and improvement, street improvement, storm drain, and other public works infrastructure for public agencies throughout California.

**SELECTED PROJECT EXPERIENCE**

- » City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, Torrance, CA
- » Johnny Carson Park Improvement and Stream Restoration, Burbank, CA
- » Mesmer Low Flow Diversion, Culver City, CA
- » Watershed Conservation Authority Azusa River Wilderness Park, Azusa, CA
- » Storm Drain Point Repair, Rancho Palos Verdes, CA
- » Surfrider Beach Septic Tank Soldier Beam Seawall Upgrade Design and Structural Calculations, Malibu, CA

**EDUCATION**

- » BS, Mechanical Engineering, University of California, Davis

**REGISTRATIONS / CERTIFICATIONS**

- » Registered Mechanical Engineer, CA #M33227
- » Vice-Chair, Center for the Built Environment
- » Member, USGBC-LA Chapter
- » American Society of Mechanical Engineers (ASME)
- » American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE), Member and Committee Member – Standard Project Committee 209: Energy Simulation Aided Design for Buildings Except Low-Rise Residential Buildings
- » Planning Commissioner, Culver City, CA

**EDUCATION**

- » MS, Power Engineering, California State University, Los Angeles, CA
- » BS, Electrical Engineering, Arkansas Tech University, Russellville, AR

**REGISTRATIONS / CERTIFICATIONS**

- » Registered Electrical Engineer, California #E21589
- » IEEE

**Andrew Reilman, PE, LEED AP BD+C, HBDP**

MECHANICAL ENGINEER | INTEGRAL GROUP

Andy Reilman is the Managing Principal of Integral Group's Los Angeles office, and a mechanical engineer with over 20 years of experience in HVAC systems design and integrated sustainable project design. His expertise in sustainable architecture and green buildings includes building designs for passive, low energy systems such as natural and mixed-mode ventilation, displacement ventilation, radiant heating and cooling, and building integrated renewable energy systems. Andy is skilled in project coordination with the electrical, plumbing, and fire protection trades, and has led integrated design teams and supported production of plans and specifications. His breadth of experience encompasses many building types including, among others, higher education, corporate office, and mixed-use projects. He continues to push the boundaries in sustainable design with extensive experience in LEED Platinum and Zero Net Energy buildings.

**SELECTED PROJECT EXPERIENCE**

- » Earvin "Magic" Johnson Park, Los Angeles, CA
- » Lions Park Library and Community, Center Costa Mesa, CA
- » Hayward Zero Net Energy Library, Hayward, CA
- » The Creek at Dominguez Hills, Los Angeles, CA
- » Downtown Las Vegas Master Plan, Las Vegas, NV
- » Mid-County Civil Courthouse Superior Court of California, County of Riverside, CA

**Annette Malekandrasians, PE**

ELECTRICAL ENGINEER | INTEGRAL GROUP

Annette Malekandrasians is a project engineer with over 13 years of experience. She holds extensive experience in designing substations, medium voltage and low voltage switchgears and motor control centers, and project management. Annette is driven by sustainable electrical design and increasing the efficiency of resource use. Annette's experience includes engineering and design, specifications, report preparation, work-hour estimates, procurement, inspection and witness testing experience of major electrical equipment, analysis of systems utilizing ETAP and SKM for engineering calculations such as: voltage drop, load flow, cable pulling, cable derating in underground duct banks, short circuit, relay coordination and arc flash.

**SELECTED PROJECT EXPERIENCE**

- » Earvin "Magic" Johnson Park, Los Angeles, CA
- » Donald Dungan Library Costa Mesa, CA
- » Nevada Museum of Art Expansion, Reno, NV
- » Mingei International Museum Renovation, San Diego, CA

**EDUCATION**

- » Sprinklers and Other Fire Suppression Systems Diploma, University of Wisconsin, Madison, WI
- » Plumbing Systems Design Diploma, University of Wisconsin, Madison, WI

**Miguel Garcia**

PLUMBING | INTEGRAL GROUP

Miguel Garcia's innovative process is driven by a passion and pride for the work he produces. With his drafting background, Miguel understands architectural plans and the depth of projects. Through Miguel's 25 years in the MEP industry, he has integrated the art of drafting into building innovative plumbing design, sprinklers, and fire suppression systems for projects in various sectors such as mixed-use, residential, airports, community work, and many more. As a natural problem solver, Miguel enjoys developing different paths to saving energy and accomplishing Zero Net Energy designs which is evident in his diverse portfolio. This reflects Miguel's ability to yield innovative solutions through collaborative work with numerous clients.

**SELECTED PROJECT EXPERIENCE**

- » Earvin "Magic" Johnson Park, Los Angeles, CA
- » Santa Clara County Vietnamese American Service Center Santa Clara, CA
- » Mingei International Museum Renovation, San Diego, CA
- » Lions Park Library and Community Center Costa Mesa, CA
- » Nevada Museum of Art Expansion, Reno, NV

**EDUCATION**

- » BS, Geology, University of Southern California
- » PhD, Jurisprudence, Glendale University College of Law

**REGISTRATIONS / CERTIFICATIONS**

- » Geotechnical Engineer, G.E. 2126, CA
- » Registered Geologist, R.G. 4144, CA
- » Certified Engineering Geologist, C.E.G. 1403, CA
- » Registered Civil Engineer, R.C.E. 36581, CA

**Edward Hill, GE, CEG**

GEOTECHNOLOGICAL ENGINEERING | GEOTECHNOLOGIES

Edward Hill has over thirty-five years' experience as a Staff, Project and Supervising Geologist/Engineer in the greater Los Angeles Area on geologic, geotechnical, and foundation engineering projects. His responsibilities include oversight of professional staff, coordination and performance of field exploration, laboratory testing, preparation of proposals and preparation of formal geotechnical reports. Projects reported on include single-family hillside construction, large tract hillside grading, landslide stabilization, seismic hazard evaluation and foundation design for commercial structures, high rise office buildings, bridges and roads.

**SELECTED PROJECT EXPERIENCE**

- » Johnny Carson Park, Burbank, CA
- » El Dorado Nature Center, Long Beach, CA
- » Greystone Park, Beverly Hills, CA
- » West Boulevard Park, Los Angeles, CA
- » Burbank Community Services Building, Burbank, CA
- » Costa Mesa Library, Costa Mesa, CA
- » West Hollywood Library, West Hollywood, CA

# Proposal Costs and Rates

01/04/2021

CC Meeting Agenda

EXHIBIT "A"

CONTRACT NO. 1974

Page 370 of 498



		MIG										Subconsultant Team										
		Evan Mather		Oscar Johnson		Dino Viale		Holly De La Torre		MIG Task Totals		CWE	Integral Group	Geotechnologies	Professional Fee Totals							
		Principal Project Director	Senior Project Manager	Irrigation Design	Project Designer	Task Totals		Task Totals	Task Totals	Task Totals	Task Totals											
Hrs@	\$	240	Hrs@	\$	175	Hrs@	\$	140	Hrs@	\$	115											
Task 1: Project Management																						
1.01	\$	-	60	\$	10,500	0	\$	-	0	\$	-	60	\$	10,500	\$	-	\$	2,200	\$	-	\$	12,700
1.02	\$	-	24	\$	4,200	0	\$	-	0	\$	-	24	\$	4,200	\$	1,140	\$	2,200	\$	-	\$	7,540
Subtotal	\$	-	84	\$	14,700	0	\$	-	0	\$	-	84	\$	14,700	\$	1,140	\$	4,400	\$	-	\$	20,240
Task 2: Plans, Specifications, and Engineering Estimates																						
2.01	\$	-	2	\$	350	0	\$	-	0	\$	-	2	\$	350	\$	8,804	\$	-	\$	-	\$	9,154
2.02	\$	-	2	\$	350	0	\$	-	0	\$	-	2	\$	350	\$	-	\$	9,000	\$	-	\$	9,350
2.03	\$	960	4	\$	700	4	\$	560	4	\$	460	16	\$	2,680	\$	1,428	\$	-	\$	-	\$	4,108
2.04	\$	1,440	40	\$	7,000	8	\$	1,120	80	\$	9,200	134	\$	18,760	\$	7,808	\$	-	\$	-	\$	26,568
2.05	\$	480	2	\$	350	0	\$	-	8	\$	920	12	\$	1,750	\$	-	\$	-	\$	-	\$	1,750
2.06	\$	960	24	\$	4,200	4	\$	560	40	\$	4,600	72	\$	10,320	\$	12,988	\$	10,560	\$	-	\$	33,868
2.07	\$	480	2	\$	350	0	\$	-	8	\$	920	12	\$	1,750	\$	-	\$	-	\$	-	\$	1,750
2.08	\$	480	16	\$	2,800	4	\$	560	24	\$	2,760	46	\$	6,600	\$	13,800	\$	10,560	\$	-	\$	30,960
2.09	\$	960	2	\$	350	0	\$	-	8	\$	920	14	\$	2,230	\$	-	\$	-	\$	-	\$	2,230
Subtotal	\$	5,760	94	\$	16,450	20	\$	2,800	172	\$	19,780	310	\$	44,790	\$	44,828	\$	21,120	\$	9,000	\$	119,738
Task 3: Final Submittals																						
3.01	\$	480	8	\$	1,400	4	\$	560	20	\$	2,300	34	\$	4,740	\$	1,876	\$	1,420	\$	-	\$	8,036
Subtotal	\$	480	8	\$	1,400	4	\$	560	20	\$	2,300	34	\$	4,740	\$	1,876	\$	1,420	\$	-	\$	8,036
Task 4: Bid Phase																						
4.01	\$	-	2	\$	350	0	\$	-	0	\$	-	2	\$	350	\$	-	\$	-	\$	-	\$	350
4.02	\$	480	6	\$	1,050	0	\$	-	8	\$	920	16	\$	2,450	\$	760	\$	1,420	\$	-	\$	4,630
Subtotal	\$	480	8	\$	1,400	0	\$	-	8	\$	920	18	\$	2,800	\$	760	\$	1,420	\$	-	\$	4,980
Task 5: Design Support During Construction Process																						
5.01	\$	240	4	\$	700	0	\$	-	0	\$	-	5	\$	940	\$	-	\$	-	\$	-	\$	940
5.02	\$	480	12	\$	2,100	4	\$	560	24	\$	2,760	42	\$	5,900	\$	1,520	\$	7,100	\$	-	\$	14,520
5.03	\$	480	24	\$	4,200	8	\$	1,120	48	\$	5,520	82	\$	11,320	\$	1,520	\$	1,420	\$	-	\$	14,260
5.04	\$	240	2	\$	350	4	\$	560	16	\$	1,840	23	\$	2,990	\$	-	\$	-	\$	-	\$	2,990
Subtotal	\$	1,440	42	\$	7,350	16	\$	2,240	88	\$	10,120	152	\$	21,150	\$	3,040	\$	8,520	\$	-	\$	32,710
TOTAL LABOR	\$	8,160.00	236	\$	41,300.00	40	\$	5,600.00	288	\$	33,120.00	598	\$	88,180.00	\$	51,644.00	\$	36,880.00	\$	9,000.00	\$	185,704
REIMBURSABLES BUDGET															\$	2,400.00	\$	200.00	\$	200.00	\$	4,100
FEE SUBTOTAL															\$	90,580.00	\$	37,080.00	\$	9,200.00	\$	189,804.00





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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and City Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Julia Fritz, City Clerk

**Date:** January 4, 2021

**Subject:** Consideration to Approve City Council Liaison Assignments and Ad Hoc Committees, and Request for Direction Regarding Appointments to City Commissions

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the proposed City Council Liaison and Ad Hoc Committee assignments (Attachments "A" and "B"); and
- b. Review and provide direction to staff regarding Councilmember appointments to City Commissions (Attachment "C").

### BACKGROUND:

1. On December 3, 2020, the City Council adopted Resolution No. 8046 declaring the certificate of canvass and the November 3, 2020 General Municipal Election results, and installed newly elected officials to the City Council. Directly following, the City Council proceeded with the annual reorganization to choose one of its members to serve as Mayor and one of its members to serve as Vice Mayor.
2. The City Council's annual reorganization involves, in part, new (or re-appointed) liaison appointments and assignments to various committees and outside organizations. Pursuant to Section 11.2 of the City Council Procedures Manual, the Mayor, with the consent of the majority of the City Council, may appoint Councilmembers to serve on liaison commissions, Ad hoc committees, and standing committees.

**Consideration to Approve City Council Liaison Assignments and Ad Hoc Committees, and Request for Direction Regarding Appointments to the City Commissions**Page 2 of 3

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**ANALYSIS:**Ad Hoc Committees.

Ad Hoc committees consist of either one or two Councilmembers, have a clear and definite scope, and dissolve upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad Hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

Due to changes to the members of the City Council resulting from the November 3, 2020 General Municipal Election and changes to the Mayor and Vice Mayor designations resulting from the annual reorganization, updated appointments and assignments to the City Council Liaison positions and Ad Hoc Committees are necessary. Staff reviewed the list with the Mayor and Vice Mayor and the recommended assignments to City Council Liaison positions and Ad Hoc Committees are included in Attachment "A" and Attachment "B," respectively.

City Commissions.

Per the City's Code, each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission, Parks and Wellness Commission, Transportation and Safety Commission, and Education Commission), with such appointment to be ratified by the City Council. Attached is the current roster of City Commissioners and their respective appointing Councilmember (Attachment "C").

Since the City has two new at-large Councilmembers, staff is recommending that the Councilmember that received the highest number of votes in the 2020 election (Councilmember Montanez) is responsible for appointing replacements for Commissioners appointed by the Councilmember that received the highest number of votes in the 2017 election (former Councilmember Fajardo). In turn, Councilmember Rodriguez would be responsible for appointing replacements for Commissioners appointed by former Councilmember Gonzales. Applicants who wish to be considered for appointment to a commission, must submit an application (Attachment "D") to the nominating Councilmember, at which time the proposed appointments would be presented at the next City Council Meeting to review and ratify.

Past practice has been that the sitting Commissioner continues to serve until a replacement is appointed and ratified by the City Council.

**BUDGET IMPACT:**

The City Council annual updates to the liaison assignments, ad hoc and committees lists are included in the City Clerk's regular work plan and, therefore, included in the Fiscal Year 2020-2021 Adopted Budget.

**Consideration to Approve City Council Liaison Assignments and Ad Hoc Committees, and Request for Direction Regarding Appointments to the City Commissions**Page 3 of 3

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**CONCLUSION:**

It is recommended that the City Council review and approve proposed changes to the City Council Liaison and Ad Hoc Committee Assignments (Attachment "A" and "B," respectively). This will enable the City to have consistent and appropriate representation in various governmental associations of which the City is a participating member. Staff is also requesting direction regarding Councilmember appointments to the City Commissions list (Attachment "C").

**ATTACHMENTS:**

- A. City Council Liaison Assignments
- B. City Council Ad Hoc Committee Assignments
- C. Committees/Commissions List
- D. Application to Serve on a City Commission



## CITY COUNCIL LIAISON ASSIGNMENTS

Revised by City Council: September 8, 2020

	AGENCY/COMMITTEE	MEETING DAY	APPOINTEE(S)	COMMENTS
1	San Fernando Downtown Mall Merchants Association	Mornings (as needed)	<del>Joel Fajardo</del> Vacant	<i>Pending Finalization of Memorandum of Understanding with SF Mall Merchants Association</i>
2	City Selection Committee (L.A. County)	Night	<del>Joel Fajardo</del> Mary Mendoza Alt: <del>Mary Mendoza</del> Sylvia Ballin	
3	Valley Economic Alliance	Day	<del>Joel Fajardo</del> Cindy Montanez	
4	Independent Cities Association (ICA)	Night	<del>Robert C. Gonzales</del> Celeste Rodriguez Alt: <del>Vacant</del> Hector A. Pacheco	
5	Independent Cities Risk Management Authority (ICRMA)	Day	Nick Kimball Alt: Timothy Hou Sub Alt. Michael Okafor	<i>Adoption of a new Resolution is required when representatives are changed</i>
6	Independent Cities Finance Authority (ICFA)	Day	Sylvia Ballin Nick Kimball	<i>Adoption of a new Resolution is required when representatives are changed</i>
7	League of California Cities	1 <sup>st</sup> Thursday Evening	Hector A. Pacheco Alt: <del>Joel Fajardo</del> Mary Mendoza	
8	San Fernando Valley Council of Governments (SFVCOG)	TBD	<del>Joel Fajardo</del> Mary Mendoza Alt: Sylvia Ballin	
9	Southern California Association of Governments (SCAG)	1 <sup>st</sup> Thursday Morning	Hector A. Pacheco Delegate: <del>Vacant</del> Celeste Rodriguez	<i>SCAG requests appointments: 1) Regional Councilmember Representative 2) Delegate</i>
10	Metropolitan Water District (MWD) of Southern California	Day	Sylvia Ballin	
12	Los Angeles County Metropolitan Transportation Authority (MTA) San Fernando Valley Service Council	1 <sup>st</sup> Wednesday Evening	Robert C. Gonzales	<i>Current term expires 2023, seat is shared among San Fernando, Burbank and Glendale. Elected Official is not a requirement to serve</i>



## CITY COUNCIL LIAISON ASSIGNMENTS

Updated: September 8, 2020

13	Greater Los Angeles County Vector Control District	2 <sup>nd</sup> Thursday Evening	Jesse H. Avila	11-2-2020: Re-Appointed term 1-4-21 to 1-4-23 Elected Official is not a requirement to serve
14	Upper Los Angeles River and Tributaries Working Group (Mountains Recreation and Conservation Authority)	Day Monthly	<del>Nick Kimball</del> Cindy Montanez  Alt: <del>Hector A. Pacheco</del> Matthew Baumgardner	



CITY COUNCIL AD HOC & STANDING COMMITTEES

Revised: 9/8/20

AD HOC COMMITTEES

DATE CREATED		NAME	MEMBERS	SCOPE
1	4/2/13	<b>East San Fernando Valley Transit Corridor</b> (Include Metrolink Dual Track)  <u>Responsible Staff:</u> Administration  <u>Meeting Frequency:</u> Quarterly until dissolved	Gonzales Pacheco Rodriguez	Review information and develop policy recommendations to City Council related to the planned light rail project through San Fernando, including reviewing options related to the City's local match, public outreach efforts with Metro, providing feedback regarding potential improvements along the rail ROW by Metro and/or the City, and other ESFVTC policy related items that require additional study. <i>(Recommend dissolving upon completion of ESFVTC construction through San Fernando)</i>
4	5/7/18	<del><b>Wildhorse Children's Foundation regarding the use of Pioneer Park</b></del>  <u>Responsible Staff:</u> Administration  <u>Meeting Frequency:</u> Quarterly until dissolved	Gonzales Fajardo	<del>Review information and develop policy recommendations to City Council related to the City's partnership with WHF, including providing feedback related to a formal agreement (e.g. Lease/MOU/etc.) regarding use of facilities at Pioneer Park, connecting WHF with other community service providers to enhance programming at the facility, provide input re: public outreach, and other WHF items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i></del>
5	6/18/18	<del><b>Citywide Parking Permits, Trolley Service, and Parking Meters</b></del> (renamed 8/5/2019)  <u>Responsible Staff:</u> Temporarily assigned to Community Development  <u>Meeting Frequency:</u> Quarterly until dissolved	Fajardo Gonzales	<del>Review information and develop policy recommendations to City Council related to the City's parking meter program, including providing feedback related to potentially expanding the parking meter program and increasing the use of smart meters, provide input re: public outreach, and other parking meter items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i></del>

**CITY COUNCIL AD HOC & STANDING COMMITTEES**

Revised: 9/8/20

**AD HOC COMMITTEES**

DATE CREATED		NAME	MEMBERS	SCOPE
7	1/7/19	<b>City General Plan Update</b> (renamed 8/5/2019)  <u>Responsible Staff:</u> Community Development  <u>Meeting Frequency:</u> Quarterly until dissolved	Mendoza Pacheco	Review information and develop policy recommendations to City Council related to updating the City's General Plan, including evaluating potential funding sources, reviewing draft plan amendments with staff, provide feedback related to public outreach efforts, and other General Plan items that require additional study. <i>(Recommend dissolving upon adoption of an updated General Plan)</i>
8	2/4/19	<del><b>U.S. Census 2020</b></del>  <del><u>Responsible Staff:</u></del> <del>Administration</del>  <del><u>Meeting Frequency:</u></del> <del>Monthly until dissolved</del>	Ballin Gonzales	<del>Review information and develop policy recommendations to City Council related to the United States Census 2020, including act as the City's liaison on the City's Complete Count Committee, provide feedback related to Census public outreach activities/programs, and other Census items that require additional study. <i>(Recommend dissolving upon completion of 2020 Census activities)</i></del>
9	2/4/19	<b>Social Media Policy</b>  <u>Responsible Staff:</u> Administration  <u>Meeting Frequency:</u> 1 – 2 meetings	Ballin Pacheco	Review information and develop policy recommendations to City Council related to the City's Social Media program, including reviewing the draft social media policy and other parking meter items that require additional study. <i>(Recommend dissolving upon adoption of Social Media Policy)</i>
10	2/19/19	<b>Green City/Street and Parkway Tree</b> (combined/renamed 9/8/20))  <u>Responsible Staff:</u> Administration  <u>Meeting Frequency:</u> Quarterly until dissolved	Pacheco Fajardo Montanez	Review information and develop policy recommendations to City Council related to the City's environmental related programs, including environmental programs available to City residents, public outreach efforts, City Hall programs to decrease carbon footprint, and other Green City items that require additional study. <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>

**CITY COUNCIL AD HOC & STANDING COMMITTEES**

Revised: 9/8/20

**AD HOC COMMITTEES**

DATE CREATED		NAME	MEMBERS	SCOPE
13	9/3/19	<p><del>Street and Parkway Tree</del></p> <p><u>Responsible Staff:</u> Public Works</p> <p><u>Meeting Frequency:</u> Bi-monthly until dissolved</p>	Gonzales Pacheco	<p><del>Review information and develop policy recommendations related to street and parkway tree programs, including:</del></p> <ul style="list-style-type: none"> <li><del>• Street and parkway tree maintenance to prolong tree life expectancy;</del></li> <li><del>• Tree species that are appropriate to place in streets and parkways;</del></li> <li><del>• A program for residents to plant and maintain trees in parkways; and</del></li> </ul> <p><del>Other street and parkway tree policy related items that require additional study. (Recommend dissolving upon adoption of a policy/program outlining the regulations for street and parkway tree planting and maintenance)</del></p>
16	2/18/20	<p><b>100-Year Anniversary of Women's Right to Vote</b></p> <p><u>Responsible Staff:</u> Recreation &amp; Community Services</p> <p><u>Meeting Frequency:</u> As necessary until dissolved</p>	Ballin Mendoza	<p><del>Review information and develop policy recommendations to City Council related to a 100-year Anniversary of Women's Right to Vote event, including receiving feedback from local groups, provide input to enhance the impact of the proposed event/program, and other Women's Right to Vote events/programs that require additional study.</del></p> <p>Research and Develop a Request for Proposal "RFP" for the Woman's Right to Vote Mural  <i>(Recommend dissolving upon completion of a proper recognition event)</i></p>
17	2/18/20	<p><b>Mural Program</b></p> <p><u>Responsible Staff:</u> Recreation &amp; Community Services</p> <p><u>Meeting Frequency:</u> As necessary until dissolved</p>	Gonzales Rodriguez Ballin	<p>On 12/07/2020, Ordinance No. 1700 adopted regarding guidelines for Murals on private property. Review and develop policy recommendations for Mural guidelines on public property. <del>Review information and develop policy recommendations to a proposed citywide Mural program, including reviewing the draft mural policy and other mural related items that require additional study. (Recommend dissolving upon adoption of Mural Program Policy)</del></p>



## CITY COUNCIL AD HOC &amp; STANDING COMMITTEES

Revised: 9/8/20

## AD HOC COMMITTEES

DATE CREATED	NAME	MEMBERS	SCOPE
6/15/20	<b>Public Safety</b>  <u>Responsible Staff:</u> Police Department  <u>Meeting Frequency:</u> As necessary until dissolved	<del>Fajardo</del> Mendoza Pacheco	Review information and develop policy recommendations to a Public Safety Commission/Committee, including reviewing the Public Safety structures and other public safety commission/committee related items that require additional study. (Recommend review during City Council re-org each year to determine necessity to extend)

## STANDING COMMITTEES

DATE CREATED	MEETING DAY/TIME	NAME	MEMBERS	COMMENT
1		None at this time.		

# **CITY OF SAN FERNANDO** **COMMISSIONS/COMMITTEES**

Updated: December 2020

## **TREE COMMISSION**

**Municipal Code:** §2-600

**Council Action - June 6, 2016:** Eliminate. Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) to be consolidated with the Planning and Preservation Commission.

## **SAFETY COMMITTEE**

**Municipal Code:** §2-566

**Council Action - June 6, 2016:** Disband. If a safety concern needs to be addressed, Department Heads may request to agendaize the item before the City Council or the Disaster Council for review and/or consideration.

## **DISASTER COUNCIL**

**Municipal Code:** §26-91

**Composition:** Nine Members - *Specific Titles Italicized*

**Term of Office:** Two years (for Member Nos. 5-9)

**Meetings:** Meets Quarterly (February, May, August, November)  
City Hall – Community Room

**Staff Contact:** Nick Kimball, City Manager

San Fernando City Hall

**Address & Phone:** 117 Macneil Street, San Fernando, CA 91340  
(818) 898-1222

**Chair:** Sylvia Ballin

**Vice-Chair:** (Vacant)

MEMBERS			DATE OF APPOINTMENT	TERM EXPIRES
1	<i>Mayor</i>	Sylvia Ballin	12/7/20	12/7/22
2	<i>Councilperson Appointed by Mayor</i>	(Vacant)	-	-
3	<i>Asst. Dir. Of Emergency Services</i>	Matthew Baumgardner	7/16/20	7/16/22
4	<i>Coordinator of Emergency Services</i>	Lt. Irwin Rosenberg	7/16/20	7/16/22
5	<i>Disaster Communications Rep.</i>	Gene Roske	7/16/20	7/16/22
6	<i>Rep. of the Fire Dept.</i>	Chief John Drake	7/16/20	7/16/22
7	<i>Rep. of the American Red Cross</i>	Christina Rodriguez	7/16/20	7/16/22
8	<i>Representative of the L.A.U.S.D.</i>	Jose Razo	7/16/20	7/16/22
9	<i>Rep. of the California Emergency Mobile Patrol or other Similar Trained Volunteer Organization</i>	Janet Gibson	7/16/20	7/16/22

**CITY OF SAN FERNANDO**  
**COMMISSIONS/COMMITTEES**  
Updated: December 2020

**EDUCATION COMMISSION**

<b>Municipal Code:</b>	§2-614
<b>Composition:</b>	Five Members (must be a registered voter and City resident)
<b>Term of Office:</b>	§2-34 Appointment to and §2-35 Removal from
<b>Meetings:</b>	Meets Monthly Last Tuesday at 6:00 p.m. City Hall Council Chambers
<b>Staff Contact:</b>	Julia Fritz, City Clerk San Fernando City Hall
<b>Address &amp; Phone:</b>	117 Macneil Street, San Fernando, CA 91340 (818) 898-1204
<b>Chair:</b>	Angel Zobel-Rodriguez
<b>Vice-Chair:</b>	David Govea

MEMBERS		APPOINTED	APPOINTED BY COUNCILMEMBER
1	David Govea	11/18/19	Sylvia Ballin
2	Nicole Mohr	10/21/19	Joel Fajardo
3	Olivia Robledo	9/16/13	Robert C. Gonzales
4	Suzanne Llamas	11/18/19	Mary Mendoza
5	Angel Zobel-Rodriguez	1/7/19	Hector A. Pacheco

**PARKS, WELLNESS, AND RECREATION COMMISSION**

<b>Municipal Code:</b>	§54-56 PWR Commission may appoint two cultural arts liaison members: - Liaison members do not have voting rights and City residency is not required - No stipend
<b>Composition:</b>	Five Members (must be a registered voter and City resident) and two liaison members (refer to above)
<b>Term of Office:</b>	§2-34 Appointment to and §2-35 Removal from
<b>Meetings:</b>	Meets 2 <sup>nd</sup> Tuesday at 6:30 p.m. City Hall – Council Chambers
<b>Staff Contact:</b>	Julian J. Venegas, Director of Recreation & Community Services Recreation Park
<b>Address &amp; Phone:</b>	208 Park Avenue, San Fernando, CA 91340 (818) 898-7381
<b>Chair:</b>	Sandra Richards
<b>Vice-Chair:</b>	Joe Ponce

MEMBERS		APPOINTED	APPOINTED BY COUNCILMEMBER
1	NinaMarie Julia Herrera Ballin	3/28/11	Sylvia Ballin
2	Joe Ponce	10/19/15	Joel Fajardo
3	Saydith Navarro	12/17/12	Robert C. Gonzales
4	Jason B. Hayes	10/21/19	Mary Mendoza
5	Sandra Richards	3/4/19	Hector A. Pacheco

**CITY OF SAN FERNANDO  
COMMISSIONS/COMMITTEES**

Updated: December 2020

**PLANNING AND PRESERVATION COMMISSION**

<b>Municipal Code:</b>	§62-26
<b>Council Action - June 6, 2016:</b>	- Combine with Tree Commission - Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) to be consolidated.
<b>Composition:</b>	Five Members (must be a registered voter and City resident)
<b>Term of Office:</b>	§2-34 Appointment to and §2-35 Removal from
<b>Meetings:</b>	Meets 2 <sup>nd</sup> Monday at 6:30 p.m. City Hall - Council Chambers
<b>Staff Contact:</b>	Timothy Hou, Director of Community Development San Fernando City Hall
<b>Address &amp; Phone:</b>	117 Macneil Street, San Fernando, CA 91340 (818) 898-1227
<b>Chair:</b>	Alvin F. Durham, Jr.
<b>Vice-Chair:</b>	(Vacant)

MEMBERS		APPOINTED	APPOINTED BY COUNCILMEMBER
1	Alvin F. Durham, Jr.	3/28/11	Sylvia Ballin
2	Marvin R. Perez	10/21/19	Mary Mendoza
3	Aida Montes	11/6/17	Joel Fajardo
4	Ivan Gonzalez	8/6/18	Robert C. Gonzales
5	Hector Pacheco Sr.	3/4/19	Hector A. Pacheco

**SENIOR CITIZENS ADVISORY BOARD**

<b>Established:</b>	Minutes Order - October 1, 2001 City Council Meeting Five Members appointed by PWR Commission
<b>Composition:</b>	(Two representatives from Las Palmas Club, two Members from Park Avenue Club and one at-large Member)
<b>Term of Office:</b>	Two years
<b>Meetings:</b>	Meets 4 <sup>th</sup> Thursday at 1:00 p.m. Las Palmas Park
<b>Staff Contact:</b>	Julian J. Venegas, Director of Recreation & Community Services Las Palmas Park
<b>Address &amp; Phone:</b>	505 S. Huntington Street, San Fernando, CA 91340 (818) 898-7340
<b>Chair:</b>	(Vacant)

MEMBERS		NOMINATE SECTOR	DATE OF APPOINTMENT	TERM EXPIRES
1	(Vacant)	Park Avenue Club	-	-
2	(Vacant)	Park Avenue Club	-	-
3	Marco Tulio Escobar	At-Large	9/9/14	9/9/16
4	Benita Rivera	Las Palmas Park Senior Club	11/10/15	11/10/17
5	(Vacant)	Las Palmas Park Senior Club	-	-



**CITY OF SAN FERNANDO**  
**COMMISSIONS/COMMITTEES**

Updated: December 2020

**TRANSPORTATION AND SAFETY COMMISSION**

**Municipal Code:** §90-71  
**Composition:** Five Members (must be a City resident)  
**Term of Office:** §2-34 Appointment to and §2-35 Removal from  
**Meetings:** Meets 1<sup>st</sup> Wednesday at 6 p.m.  
City Hall – Council Chambers  
**Staff Contact:** Matthew Baumgardner, Director of Public Works  
San Fernando City Hall  
**Address & Phone:** 117 Macneil Street, San Fernando, CA 91340  
(818) 898-1222  
**Chair:** Rudy Trujillo  
**Vice-Chair:** Dee Akemon

MEMBERS		APPOINTED	APPOINTED BY COUNCILMEMBER
1	Dee Akemon	9/21/15	Sylvia Ballin
2	Clarisa Tolentino	9/16/19	Joel Fajardo
3	Rudy Trujillo	12/17/12	Robert C. Gonzales
4	Francisco Arrizon	10/21/19	Mary Mendoza
5	Nicole Mohr	9/3/19	Hector A. Pacheco

**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		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
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>		
EMPLOYER	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input 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 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 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
---------------------	------

**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?*

☐ **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**

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Councilmember Cindy Montañez

**Date:** January 4, 2021

**Subject:** Discussion Regarding the Tesla Supercharger Agreement

### RECOMMENDATION:

I have placed this on the agenda for City Council discussion regarding the Tesla Supercharger Agreement with the City of San Fernando, Contract No. 1960. My Memorandum addressed to the City Council is attached for your consideration (Attachment "A"). The following documents are also included for reference:

- a. City of San Fernando Downtown Economic Development and Asset Analysis (Attachment "B"); and
- b. Change.org (Petition) Website Information (Attachment "C"); and
- c. Tesla Supercharger Agreement, Contract No. 1960 (Attachment "D")

### BUDGET IMPACT:

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

### ATTACHMENTS:

- A. Memorandum from Councilmember Montañez to the City Council
- B. City of San Fernando Downtown Economic Development and Asset Analysis
- C. Change.org (Petition) Website Information
- D. Tesla Supercharger Agreement, Contract No. 1960



**DATE: DECEMBER 28, 2020**

**TO: MAYOR SYLVIA BALLIN  
VICE MAYOR MARY MENDOZA  
COUNCILMEMBER HECTOR ANDRES PACHECO  
COUNCILMEMBER CELESTE RODRIGUEZ**

**FROM: CINDY MONTANEZ**

**CC: RICHARD PADILLA, CITY ATTORNEY  
NICK KIMBALL, CITY MANAGER  
JULIA FRITZ, CITY CLERK**

**RE: REQUEST TO ADD TESLA AGREEMENT TO 1-04-2021 COUNCIL AGENDA**

**BACKGROUND**

San Fernando residents, businesses, property owners and other stakeholders have been asking for a beautiful, successful, properly-scaled Downtown that builds off our history and becomes not only a shopping destination but one of the most beautiful places for people to enjoy themselves.

There is significant community opposition from residents, merchants, property owners and other stakeholders to the Tesla charging station (12 superchargers and 2 wall chargers) at city-owned parking Lot 8 (Celis and Brand Blvd).

A San Fernando resident has gathered more than 450 signatures as of Tuesday, December 29, 2020 requesting an immediate 90-day pause to the project to allow for community input. In addition, the Downtown Mall Merchants Association, property owners, individual residents, and a private attorney have submitted verbal and written communication against the Tesla charging station at Lot 8. Furthermore, the City Council, City Manager, Community Development Director and City Attorney were made aware of a possible Temporary Restraining Order against the City prior to Monday, December 28, 2020, the date the City Manager insisted construction start. The City Attorney did not complete their analysis nor response to this threatened Temporary Restraining Order yet the City Manager pressed forward with allowing construction to proceed on Monday, December 28, 2020 potentially increasing the legal and financial risk to the City. There is no public record of any public decision requiring a December 28, 2020 construction start date.

The City Council has a responsibility to discuss, evaluate and make a determination relative to the concerns and opposition stated by the public including, but not limited to:

1. Lack of sufficient public notice and comment period for residents. Residents did not receive proper communication from the city regarding the up to 10 year license agreement on a highly-valuable publicly-owned property.
2. Failure to provide public notice to the adjacent property owners and merchants.
3. Possible closed session decisions that should have been made in public, including the selection of Lot 8 prior to a public meeting and the determination of the construction start date of December 28, 2020 without public notice.
4. Failure to evaluate all available location options and configurations for the most beneficial placement of electric chargers.
5. Failure to comply with the California Environmental Quality Act, proper environmental analysis and other mitigations.
6. Land use decision inconsistent with the City sanctioned analysis (*City of San Fernando Downtown Economic Development and Asset Analysis, March 4, 2019*). This analysis concluded that 'Lots 8 and 10 are 60,000 square feet of contiguous land, making mixed-use development with a parking deck feasible.'
7. Failure to produce an economic analysis of the benefits to the city, residents, merchants or property owners to justify giving Tesla free use of publicly-owned land for up to 10 years.
8. Failure to complete a parking needs assessment prior to eliminating already limited parking in the Downtown. The *Citywide Parking Management Master Plan Study* has not been completed.
9. Failure to complete an evaluation of vacancy rates on commercial corridors to understand current and future parking demands.
10. Failure to properly notice, outreach to and engage the Spanish-speaking community.

*The City of San Fernando Downtown Economic Development and Asset Analysis, March 4, 2019* identifies Lot 8/10 on Celis and Brand Blvd. as one of the key opportunity sites to do something special to enhance our Downtown. Insisting that the Tesla charging station be installed on Lot 8 in disregard for the City's economic development analysis will stall the community's desire for a flourishing Downtown at a significant cost to taxpayers. If the City ties up this valuable lot for a decade the city will lose another generation of people who also deserve better.

City Councilmember Cindy Montanez requested a special meeting prior to the start of construction, but was unable to get more than two votes in support of a special meeting due to unavailability of councilmembers during the Christmas holiday.

## **RECOMMENDATION**

Immediately halt construction of the Tesla charging station at Lot 8 to allow for public notice and comment. The City retains its right per Contract 1960: Tesla Supercharger Agreement to evaluate relocation upon further public input.

The city has a responsibility to engage and listen to the people of San Fernando and should immediately halt the construction of the Tesla charging station at Lot 8 to allow for a thoughtful and respectful community engagement and comment process which includes adequate notice

in English and Spanish to residents, property owners, merchants and other key stakeholders. Pushing forward with construction increases the relocation cost to taxpayers.

**ATTACHMENTS**

1. Contract 1960: Tesla Supercharger Agreement Approved by City Council on 8-3-20
2. Community Opposition Petition
3. *City of San Fernando Downtown Economic Development and Asset Analysis, March 4, 2019*
4. Link to 8-3-20 City Council discussion on Tesla License Agreement

# CITY OF SAN FERNANDO:

## *DOWNTOWN SAN FERNANDO ECONOMIC DEVELOPMENT AND ASSET ANALYSIS*



**MARCH 4, 2019**

PREPARED BY:



Kosmont Companies | Kosmont Realty | Kosmont Transactions Services  
1230 Rosecrans Avenue, Suite 630 | Manhattan Beach, CA 90266  
(424) 297-1070 | [www.kosmont.com](http://www.kosmont.com) | CA Broker #01182660

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## INTRODUCTION

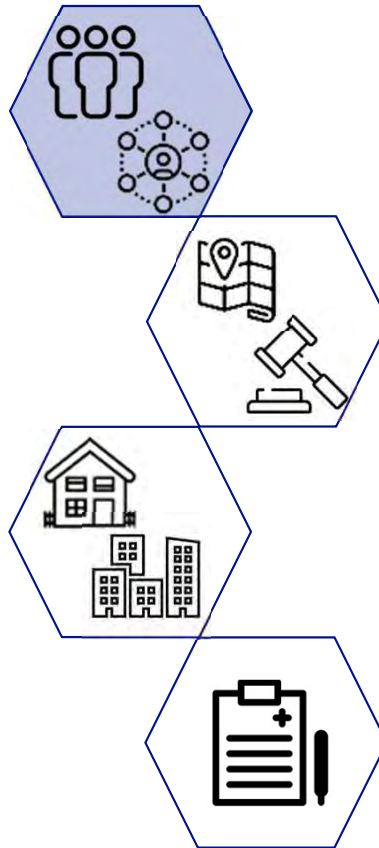
- The City of San Fernando has recently completed the San Fernando Corridors Specific Plan to guide development in the downtown and surrounding areas.
- The City Council is seeking help understanding current real estate fundamentals and economic development tools in a Post Redevelopment ERA, in order to achieve economic growth and attract qualified developer interest.
- The City owns properties in the downtown and has hired Kosmont Companies to evaluate the assets given current market conditions and potential public private transaction negotiations.

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## OVERVIEW

- Communities and environments today are changing as a result of demographic, retail, and land use shifts.
- Land use is a function of City vision and zoning, market conditions, and execution of a plan by both the public and private sectors. Land use also varies by environment, such as urban, suburban, and rural communities.
- Economic Development has become a major priority for communities. In a post Redevelopment era, Econ. Dev. tools look different.
- Kosmont understands the evolution in land use and has applied new Economic Development tools to a wide array of different projects, including zoning strategies, public-private transactions, and asset strategies.

# PRESENTATION OUTLINE



- **Global Changes**
- Economic Development
- Downtown San Fernando
- Conclusions and Recommendations



---

# THE PLUMBING OF THE WORLD IS CHANGING

## Technology is changing the way we live and consume

- Shifting retail & tenant mix, interaction, and connectivity (e.g. driverless cars, robots, big data)
- Retail adapting to changing social habits, bricks/clicks omni-channeling, focus is on *trips* vs. *sales*
- “Last Mile Delivery” reflects changes in buyer behavior & expectations: the new “store” is an industrial building

## Green Economy: California shifting to a reduced carbon footprint “green” economy

- Mandates are aggressive and extensive
- Spur growth of clean, sustainable, environmental business initiatives to achieve compliance
- State approved 4 new “Housing and Sustainability” Districts; incentives for public/private projects

## Economic Development Approaches are changing due to new focus of private investment

- Private Investment strategies based on digital-based lifestyle shifts, demographics, climate action mandates
- Cities need private \$\$ to create jobs, tax revenue, and housing
- Housing shortage affects all sectors; state-wide priority with local control at stake
- Automation driven job losses will require commitment to job creation and “continuous” education

# BUSINESSES PURSUE RELEVANCE AND PROFITS IN A CHANGING WORLD

## Consumption

### Customers are buying differently

- Brick & Mortar vs Online
- Accelerated Demand for convenient/rapid delivery (last mile delivery)
- InstaCart, Doordash, UberEATS, Amazon, Wal-Mart

## Commuting

### People's movement patterns changing

- Economy of sharing (Uber/Lyft ride-sharing)
- Driverless/Autonomous cars & transit coming quickly
- Expanding Transit (multi-billion dollars from County sales tax measures)

## Communication

### People are communicating digitally

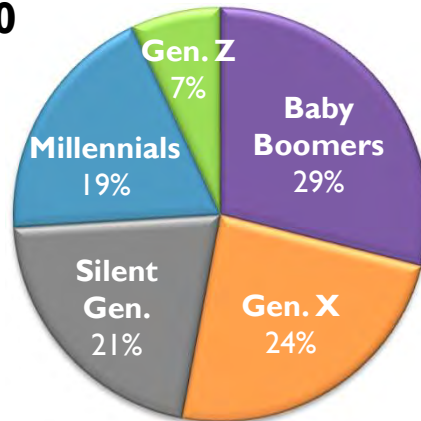
- Social Media (Facebook, Instagram, Twitter)
- Employee Recruitment (LinkedIn, Zip Recruiter, Indeed)
- Digital means local as well (Nextdoor)



**Public & Private Sectors  
Must Focus on the 3 C's**

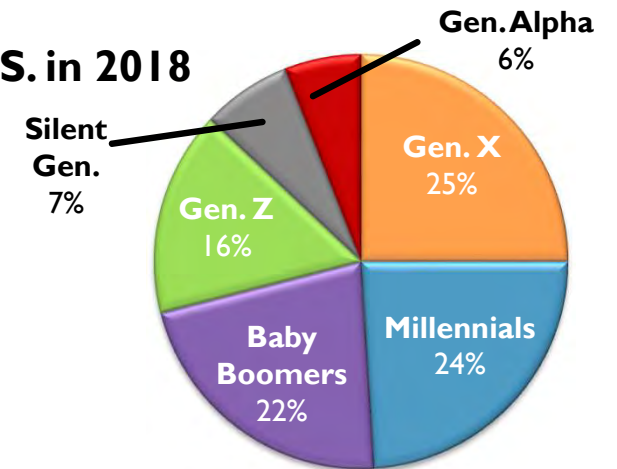
## PURSUING THE MILLENNIAL CONSUMER

U.S. in 2000



- Millennials are **80 million** strong today and represent **\$600 billion** in spending power
- Generation Z (5 to 17 year olds) and Generation Alpha (0 to 4 year olds) are up and coming digital native generations

U.S. in 2018



### Who they are

Education



Income



Habitation



Marital Status



Kids



### What drives them

Experience



Personalization / Authenticity



Technology



Health

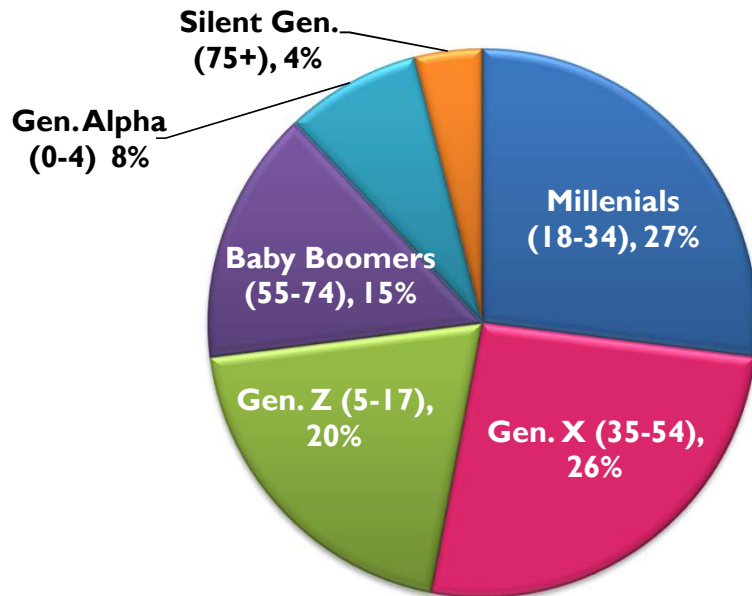


Social Good



## AGE PROFILE

### San Fernando Population by Age Bracket in 2018



#### Did You Know?

- Millennials are the largest population segment in San Fernando
- 50% of Millennials prefer “finding” hidden local places than visiting tourist attractions (prefer authentic experiences)

Source: ESRI (2018); Expedia, “Millennial Travel Report”; Nielsen, “Millennial Travel Study”

Region	Median Age
City	32.0
County	35.7
State	36.2

Generation	Population (2018)
Millennials (18-34 years old)	6,650
Gen. X. (35-54 years old)	6,354
Gen. Z (5-17 years old)	5,019
Baby Boomers (55-74 years old)	3,807
Gen. Alpha (0-4 years old)	1,928
Silent Gen. (75+ years old)	964
<b>TOTAL POPULATION</b>	<b>24,723</b>

## RETAIL MEETS INDUSTRIAL: DESTINATION OR DISTRIBUTION?

- THINK DISRUPTION AND BIFURCATION
- **Retail as much about *distribution* of goods as it is *destination* to consume goods.**
- **Last Mile delivery** is the timely goods movement to the final destination (home or pick up location)
- Consumers have **multiple ways to shop for and receive goods**:
  - **The Traditional Approach** – Buy and pick up in store
  - **Buy and Receive** – Buy in store receive at home
  - **Click and Collect** – Buy online and pick up in store
  - **Click and Receive** – Buy online and receive at home
- Today....**Retail meets Industrial = REDUSTRIAL**
  - Growth from apparel, sporting goods, electronics, office supply, food
  - Still internet captures only approx. 9% of total retail sales



**Sources:** <https://www.retailcustomerexperience.com/news/omnichannel-retailers-big-winners-in-holiday-season/>; Shopping Centers Today, Feb. 2017, Datex; <https://www.statista.com/statistics/272391/us-retail-e-commerce-sales-forecast/>; <https://www.statista.com/statistics/379112/e-commerce-share-of-retail-sales-in-us/>



# DESTINATION IS RETAIL

## FITNESS



Divergent Crossfit; South Pasadena, CA

## THEATRE / ENTERTAINMENT / CULTURE



Century Theatres; Mountain View, CA

## RESTAURANT / BREWERY



Stone Brewing; Escondido, CA

## COMMUNAL DINING MARKET HALLS



SteelCraft; Long Beach, CA

## RETAIL SALES DRIVEN BY PLACE OR PACE OF DELIVERY

Destination	Distribution
Experience Food Entertainment Blended/Mixed Use	Industrial Fulfillment Click and Collect Last-Mile Delivery



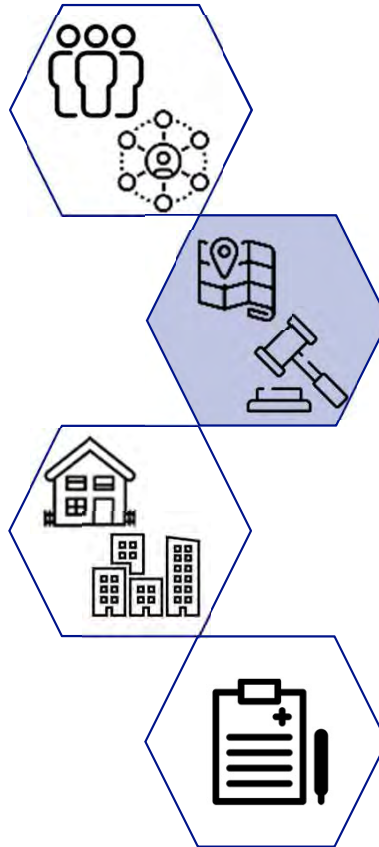
Blended/Mixed Use: Paseo Colorado; Pasadena, CA



Amazon Fulfillment Center; San Bernardino, CA



# PRESENTATION OUTLINE



- Global Changes
- **Economic Development**
- Downtown San Fernando
- Conclusions and Recommendations

# HOW DO CITIES ATTRACT ECONOMIC DEVELOPMENT?

The goals of the State include reducing the housing shortage and becoming greener. Cities will need to address these objectives by way of economic development projects such as blended/mixed use, transit, live/work/play environments.

Downtown San Fernando can benefit from utilizing publicly owned assets to advance economic development objectives and retaining/attracting retail dollars in the Downtown area.

Examples of case studies are presented herein.



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## ECONOMIC DEVELOPMENT CASE STUDIES

1. City of Buellton Avenue of Flags – *Zoning & Economic Development Tool Strategy*
2. City of Santa Clarita Old Town Newhall – *Public-Private Transaction Structuring*
3. City of Placentia Metro Parking Structure – *Asset and Public Improvement Strategy*

# CASE STUDY #1: CITY OF BUELLTON

## ECONOMIC DEVELOPMENT

Kosmont prepared an Economic Development Strategy and Implementation Plan for the City of Buellton:

### 1. Analysis

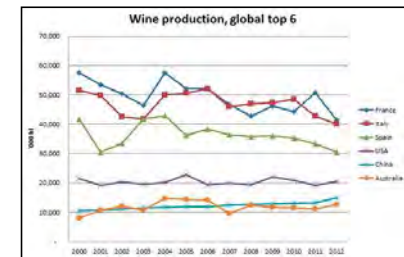
- Economic & Demographic Profile (Households, Industries)
- Market Supply and Demand Analysis (Retail/Industrial/Office)

### 2. Strategy

- Economic Development SWOT Evaluation
- Opportunity Site Assessment

### 3. Implementation

- Targeted Retailers / Developers / Businesses
- Matching with Prioritized Opportunity Sites
- Marketing/Outreach Activities
- Evaluation of Fiscal Impacts and Economic Benefits
- Financing / Zoning Strategies (e.g., D.O.R.™)



## Development Opportunity Reserve (D.O.R.)™ TRADE-OFFS: CITY OF BUELLTON

- Incentives support Specific Plan Goals and Objectives and are placed into a “Reserve Account” for City to distribute on a case-by-case / project basis
- If developers provide specified community benefits / objectives, City rewards developers with incentives

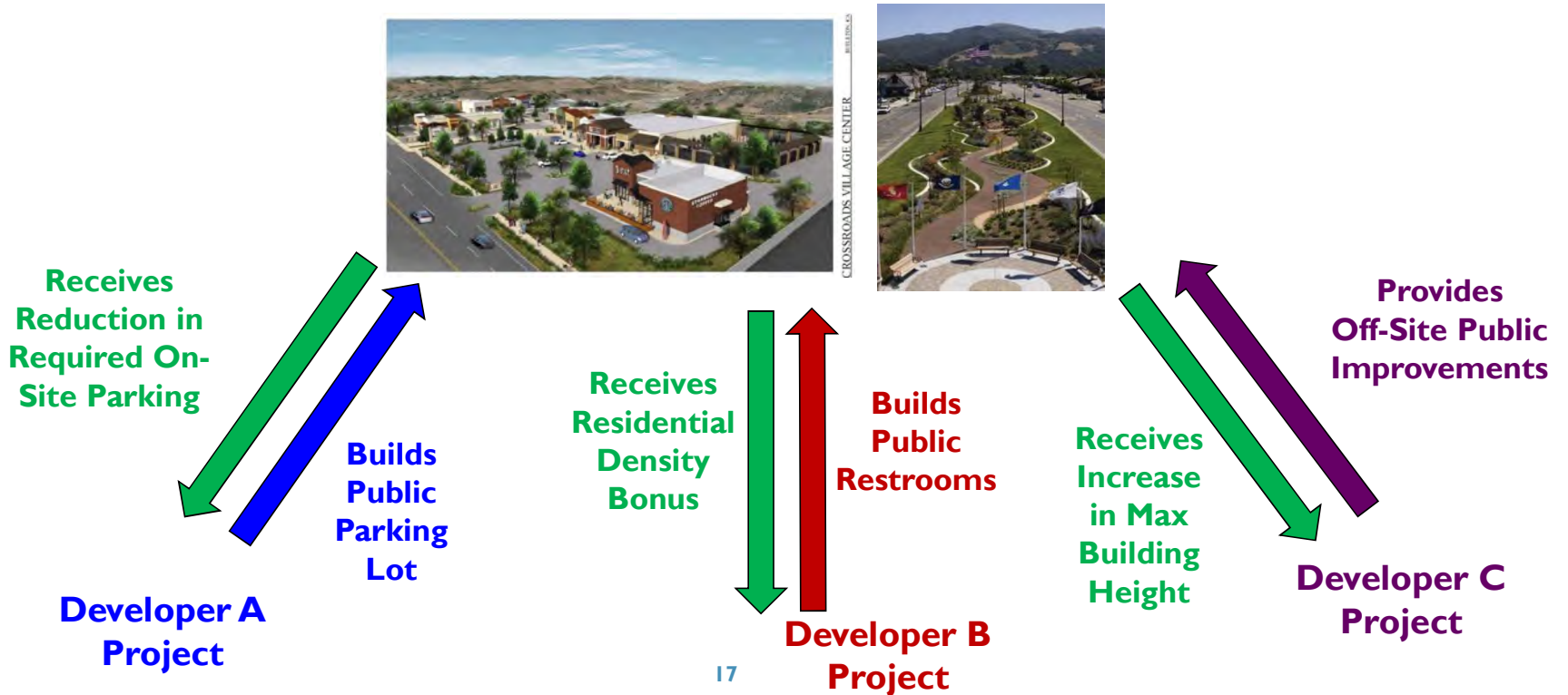
Potential Community Benefits / Objectives	Potential Incentives
<ul style="list-style-type: none"> <li>• Construction of restrooms</li> <li>• Construction of an off-site public parking lot</li> <li>• Payment into, or creation of, a parking district</li> <li>• Construct off-site public improvements (curb, gutter, sidewalk, street widening)</li> <li>• Payment of an off-site trail fee</li> <li>• Payment of off-site water / wastewater fees</li> <li>• Installation of public art</li> <li>• Payment of a library fee</li> <li>• Adding additional green building features</li> </ul>	<ul style="list-style-type: none"> <li>• Increase building heights from 35 to 50 feet</li> <li>• Reduce on-site parking requirements</li> <li>• Increase mixed-use residential density from 12 units per acre to 18-20</li> <li>• Reduced rear yard setbacks</li> <li>• Allow land uses not allowed in the CR zone, such as 100% industrial</li> <li>• Reduced application fees</li> <li>• Reduced traffic fees of off-site public improvements are provided</li> </ul>

Source: City of Buellton City Council Staff Report, October 23, 2014

# CITY OF BUELLTON:

## DEVELOPMENT OPPORTUNITY RESERVE (D.O.R.)™

Assigns new density to a County/City controlled Density Account (D.O.R.™) and allocates that density to a project that conforms to Community Vision, instead of awarding density to all property owners via a Specific Plan.





## CASE STUDY #2: OLD TOWN NEWHALL

### Vision for Old Town Newhall

- Create an Arts and Entertainment District - 2005 Specific Plan
  - Live theater entertainment
  - Museums
  - Special events
  - Art galleries
  - Night life
- Alternative to the mall
  - Unique shopping and dining experience – a downtown destination

### City of Santa Clarita Investment

- City of Santa Clarita made substantial investment in public improvements and amenities in Old Town
- Kosmont issued Developer RFP and negotiated P3 transaction
- City gets fiscal impacts and economic benefits such as jobs, wages, taxes, a revitalized downtown core and improved quality of life
- City made the upfront investment in order to foster revenue not only from the project, but also from the entire Old Town District

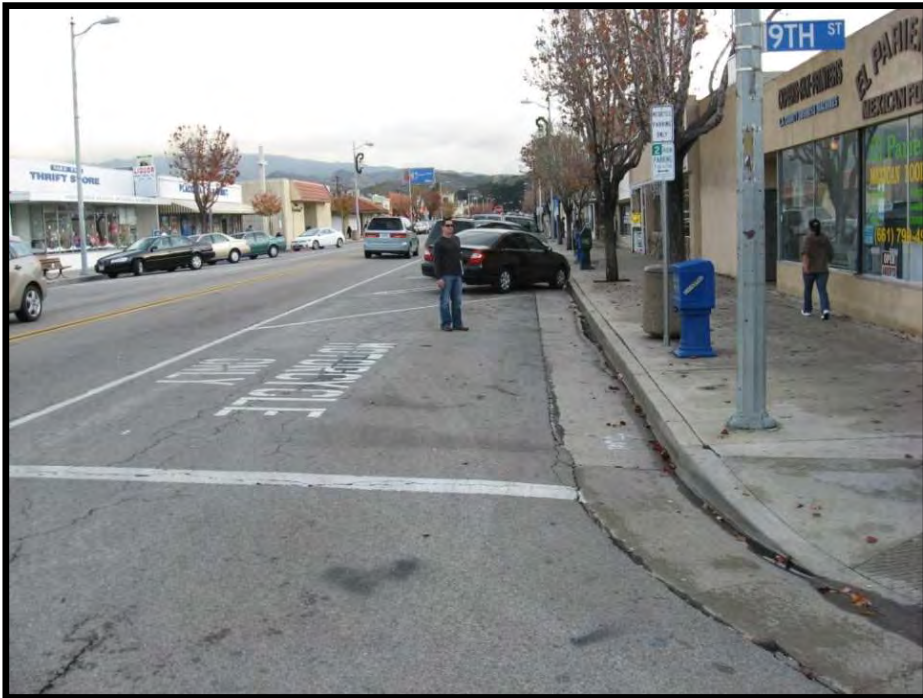
**NOTE:** A net fiscal impact analysis which considers municipal service costs, as well as indirect and induced fiscal revenues generated by catalyst projects, should be conducted prior to recommending a strategy





# OLD TOWN NEWHALL STREETSCAPE IMPROVEMENTS

Before



After



# OLD TOWN NEWHALL FAÇADE IMPROVEMENTS

Before



After





# OLD TOWN NEWHALL – CATALYST PROJECT



**RESIDENTIAL / RETAIL MIXED-USE**



**RESIDENTIAL / RETAIL MIXED-USE**



**THEATER**



**PARKING STRUCTURE**

---

## CASE STUDY #3: PLACENTIA PARKING STRUCTURE

Transaction Structure – Public-private partnership: build-to-suit Capital Lease Structure

### Challenge

- City owns properties adjacent to future Metrolink station
- Limited financial resources prohibits City from proceeding with development of properties
- New Metrolink station required City to provide parking spaces for Metrolink riders
- City **needs private developer** who will take on construction risk

---

## PLACENTIA – PARKING STRUCTURE

### Strategy

- **Public private deal structure** with a third party developer (RFQ process)
- Development of the **parking structure** will likely be financed through the use of **Lease-leaseback structure** or **lease revenue bonds**
- **Revenues** from parking structure will be used to **underwrite the bonds**
- **Other City Assets** (parks, etc.) may be pledged as security to help reduce credit risk
- If desired can utilize leveraged **funds** to finance (gas tax bonds)

---

## PLACENTIA – PARKING STRUCTURE

### Outcome

- The City leveraged its own assets and land for private development, public infrastructure, and overall economic development for the community
  - Transit Oriented Development (TOD) of parking structure adjacent to the future Metrolink station
  - Minimize cost of construction and transfer risk of cost escalation (GMP)
  - Complete project in an accelerated timeframe (no or limited bidding process)
  - Finance TOD project as part of revitalization of downtown Placentia
  - Prevailing wage did not factor into this transaction
- In addition to the parking structure site, the City of Placentia issued an RFP for a potential hotel development on another set of parcels it owns. This land will be sold for market value and the City is currently in an Exclusive Negotiation Agreement (ENA) with a developer
- The City has also embarked on creating a specific plan for the transit-oriented area and are currently looking at highest and best use options

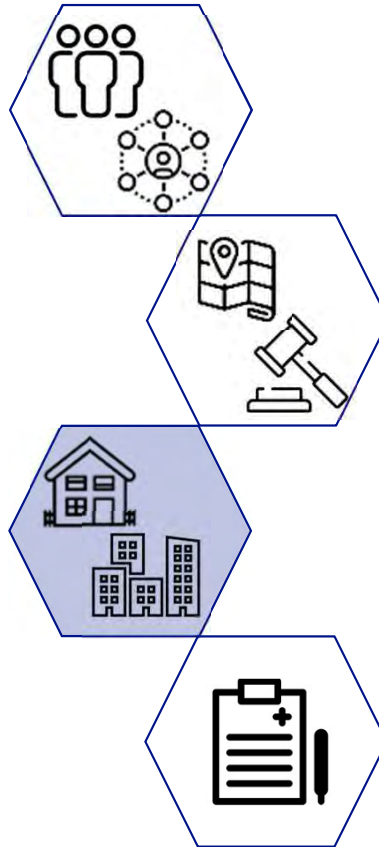
# STRATEGIES FOR PROSPEROUS COMMUNITIES

- Basis of successful Community Development prioritizes place-making, transit-oriented development (TOD), greenhouse gas reduction, and sustainable infrastructure.
- Goal of successful Community & Neighborhood Development is to attract and retain business, jobs, and increase cities' tax base.
- Trends in CA public policy, demographics, and retail shape this generation of Community Development projects
- Projects implemented through application of Econ. Dev. tools:
  - Land use / zoning and D.O.R.<sup>TM</sup>
  - Tax increment financing (EIFD / CRIA)
  - Private-private sector investment and financing (SSTR)
  - Special Districts





## PRESENTATION OUTLINE



- Global Changes
- Economic Development
- **Downtown San Fernando**
- Conclusions and Recommendations

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# EVALUATE AND STRATEGIZE

## Assets must be evaluated

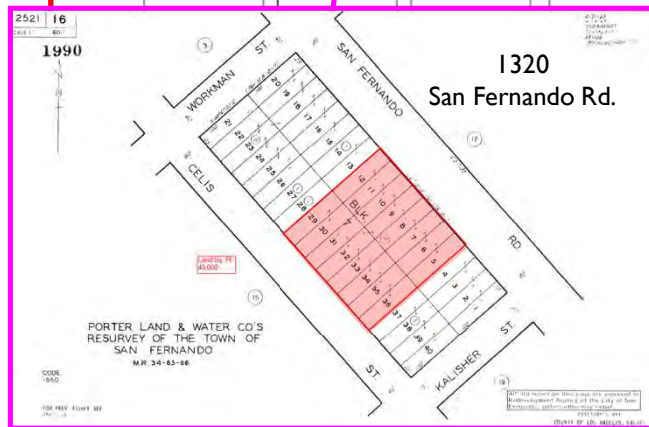
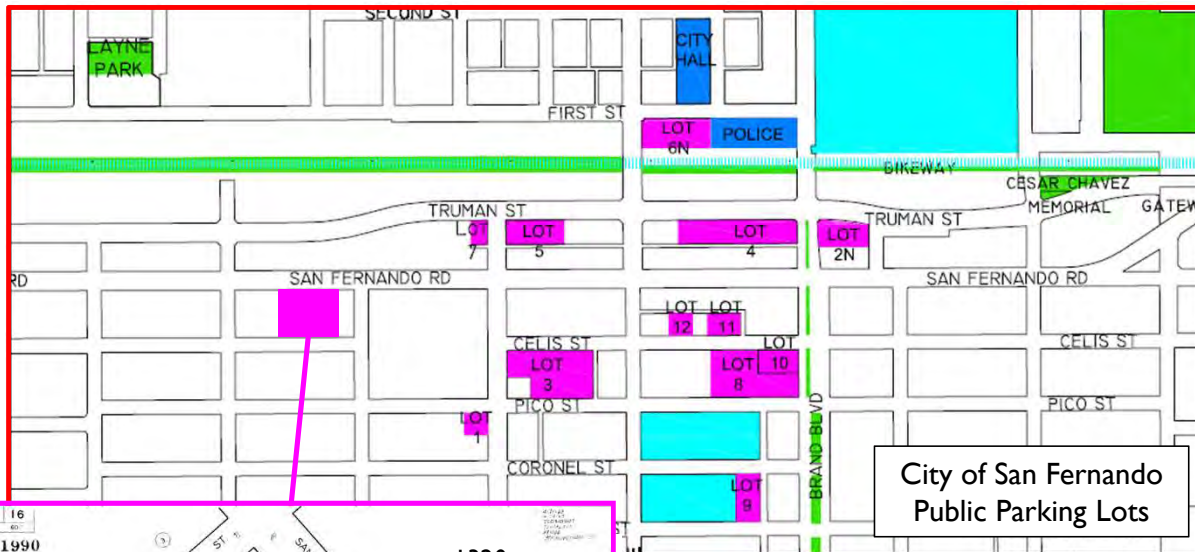
- Evaluate asset's maximum potential
- Determine highest and best use
- Align potential of asset with needs of the:
  - Community
  - Public Agency

## Optimal asset management strategies

- Maximize revenues
- Optimize costs
- Minimize risks
- Realize public agency's objectives
- Sustain economic development in the community

# WHAT ASSETS?

City of San Fernando



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## WHAT ASSETS?

**City of San Fernando owns 13 public parking lots in the downtown area with 784 parking spaces, many for the San Fernando Mall businesses**

- Lots 1, 7 and 12 are very small lots (less than 7,500 SF), making blended/mixed-use development impractical
- Lots 3, 5, 8 & 10 are required to include at least 144, 59, 96 and 39 public parking spaces respectively - requiring parking structure
- Lots 8 and 10 are 60,000 SF of contiguous land, making mixed use development with a parking deck feasible
- Lot 3 is 62,876 SF with access on Celis St. and Pico St.
- Lot 6 is of significant size, but is located adjacent to City Hall and is not in mixed-use zone. Lot 6 is also adjacent to a future Metro Light Rail Transit (LRT) station
- Lot 4 is 1.2 acres with frontage on Truman St. and suitable for blended/mixed-use
- Lot 5 is 0.5 acres with access on San Fernando Mission Blvd. and Truman St.
- Lot 2 is well located but already is a multi-level parking deck
- Lot 9 is almost 0.5 acres, but located outside downtown zone
- 1320 San Fernando Rd. is a 0.9-acre, mid-block site between S. Workman St. and S. Kalisher St. located within the downtown area. Frontage on San Fernando Rd. makes the site suitable for blended/mixed-use development, primarily residential

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## **CORRIDORS SPECIFIC PLAN:** ***GOALS AND DISTRICTS***

Established in 2017 to Guide New Development in Downtown

### **Land Use and Development Goals:**

- Revitalize City's commercial corridors – small-town, mixed use
- Enable a walkable, multi-modal environment with a mix of uses within walking distance of the Metrolink Station, future LRT stations, and Downtown San Fernando
  - Maclay Ave., Truman St., San Fernando Rd., and First St. corridors

### **Relevant Specific Plan Districts and Overlays**

- Downtown – mixed-use, TOD, active storefronts; increased FAR/height in Downtown Overlay surrounding mall
- Mixed-Use Corridor – neighborhood connecting to Metrolink
- Auto Commercial – auto sales with retail/office mix
- Maclay – new housing/commercial compatible with adjacent residential; mixed-use in Neighborhood Services Overlay at Glenoaks and Eighth St.
- Workplace Flex – commercial/industrial; limited industrial allowed in Flex-Use Overlay north side of Truman
- General Neighborhood – multi-family housing with transition to adjacent single-family housing

## SPECIFIC PLAN DEVELOPMENT STANDARDS



**Source:** San Fernando Corridor Specific Plan § 4.1-4.4

### **Parking lots are located in Downtown District in Residential Overlay (near San Fernando Mall):**

- Mixed-use, TOD, active storefronts
- Freestanding stores, auto-oriented buildings, drive-up services prohibited
- Increased max FAR
- Extra story of development
- Upper floor residential uses with CUP

### **Generally allowed land uses:**

- Parking
- Residential (CUP)
- Retail, Service, Entertainment, Lodging and Office

### **General development standards:**

- Max FAR = 3.0 non-residential; 3.5 residential mixed-use
- Max residential density = 50 du/ac
- Max height = 4 stories, 50 ft.
- Setback = 0 ft.

---

## ASSET MANAGEMENT POLICIES

### Asset Management Best Practices Include:

- Define/Prioritize long term community needs
- Develop a financial plan
  - Understand long term capital requirements
  - Identify capital sources
  - Provide reserves for regular maintenance of real estate assets
  - Focused economic development initiatives to increase tax base
  - Long term ground leasing of surplus real estate



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## DETERMINE PROGRAM/CONCEPT

- Determine the highest and best use for the asset to generate the maximum value for the public agency, as well as the community. Your highest and best use may be different than that of the private sector.
- Initial project concept is further refined through:
  - Market analyses
  - Economic feasibility studies
  - Status of entitlements
  - Environmental compliance
- Highest and best use must be supported by an optimal mix of product types and basic building parameters: square footage, number of units, amount of open space, height of building, parking, amenities.

---

## POTENTIAL TAX REVENUES

**Real estate development offers numerous ways to address City financials:**

- Revenue from land sales/ground lease income
- Revenue from increased tax base:
  - Property tax from increase in assessed value
  - Retail sales taxes from visitor spending
- Potential for impact fees/inclusionary units at building permit (housing, traffic)
- Community Facilities District and/or Enhanced Infrastructure Financing Districts for infrastructure
- Density is key to feasibility – what is minimum threshold?

---

## MARKET AND FINANCIAL VIABILITY

### Is the project responsive to market demand?

- Look at tomorrow's market not just today's market
- Define the primary market area for the project
- Determine current and future competition
- Researching demographic and market trends

### Determine if project fulfills the current and future demand of potential users in the market area

- Absorption
- Pricing
- Quality/design/amenities

### How can public agency attract private equity/debt to make assets productive?

## LEVERAGING PRIVATE INVESTMENT

- **Public-private partnerships (P3)** can be utilized to make productive use of underutilized public assets
- The asset can also be an investment in a P3 to **generate income for the public agency**
- Primary P3 Transaction Structures:
  - Ground Lease
  - Sale-Leaseback
  - Sale
- Utilize non-traditional revenues

Intermediaries (like Kosmont) are the translator between the public and private sectors and can assist both parties in solving issues in the public-private partnership (P3). Kosmont assists in vetting the project merits and challenges of a P3 deal.

The public sector needs private investments. The private sector is in the business to access capital and take risks.



The private sector needs the public sector as their partner. Private sector developers need assistance with entitlements and at different times may partner with the City when there are financial implications (e.g. developer needs to install public infrastructure and City could help with public improvements.)

---

## LEVERAGING PRIVATE INVESTMENT (CONT.)

### Ground Lease Transaction

Ground Lease of public land to private entity for development and operation of public-use or private-use property (potential economic development tool), but can be difficult to get loan financing

Typical Process and legal documents:

- Request for Qualifications (RFQ) / Request for Proposals (RFP)
- Exclusive Negotiation Agreement (ENA)
- Memo of Understanding (MOU) Non-binding
- Disposition Agreement (DA)
- Ground Lease (GL)
- CEQA/EIR

---

## LEVERAGING PRIVATE INVESTMENT (CONT.)

### Sale – Leaseback Transaction

- Public agency *sells* property to a private entity and *leases* it back simultaneously on long term basis
- Private entity makes an equity investment in the property and in return gets benefit of ownership
- Public agency gets a stable cash flow and an opportunity to lease back the facility at an affordable rate
- Private sector owns the property at the end of the lease (unless Joint Powers Authority (JPA)\* transaction wherein public agency gets ownership at end)
- Method of raising funds for capital projects that may be less costly than issuing tax exempt bonds

**\*Note:** A Joint Powers Authority (JPA) is a legally created entity that allows two or more public agencies to jointly exercise common powers. Such an entity provide public agencies the ability to provide services in an efficient and cost-effective manner; **Source:** <https://www.bbknowledge.com/general/the-ins-and-outs-of-joint-powers-authorities-in-california/>

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## LEVERAGING PRIVATE INVESTMENT (CONT.)

### Sale Transaction

- Public agency finds best developer/partner through RFQ/RFP selection process
- Public agency *sells* property to a private entity and controls entitlement process and development terms
- Private entity makes an equity investment in the property and in return gets benefit of ownership and asset appreciation
- Public agency gets an influx of cash capital
- Private sector owns and operates project potentially subject to Development Agreement performance measures



---

## LEVERAGING PRIVATE INVESTMENT (CONT.)

### Non-traditional Revenues and Approaches

- Signage, advertising, billboards, and wireless telecommunications facility leases can add significant revenue at little capital cost
  - Can you create a signage district?
  - Do you have sites with high visibility and high traffic?
- Kiosks also generate high rents per square foot
- Public messaging a benefit to community, programs and business districts, and city's marketing/outreach

## REAL ESTATE MARKET DATA (HIGH LEVEL)

### RETAIL MARKET

At a regional level, the East San Fernando Valley retail market has 95% occupancy with average rents of \$25 psf.

In City of San Fernando there is a 98% occupancy rate for the 1.8 million gross SF of inventory, up significantly from recession low of 90%. However, there has been less than 30,000 SF of new construction in past decade

Average rent rates are about \$25 psf, showing a strong recovery from peak recession lows around \$16 psf, but below levels needed to justify new development at current land values. New development will require higher rents

Asking rents for vacant space in the San Fernando Mall area above \$30 psf indicating better economic potential.



---

## REAL ESTATE MARKET DATA (HIGH LEVEL) – CONT.

### RETAIL MARKET (CONT.)

Consumer demographic analysis indicates that San Fernando is capturing more than its fair share of sales in most retail categories, indicating the city is a regional draw with respect to restaurants, general merchandise, grocery stores and home furnishings.

However, the City faces growing competition with many of today's consumers spending more in large discount warehouses (value shopping) and on e-commerce websites, such as Amazon.com (convenience shopping).

With significant online channels for purchasing clothing, shoes, and an array of soft goods, even the most vibrant communities are faced with reduction in retail brick and mortar formats. Despite this trend, the City has strong soft goods demand.

Key to maintaining a healthy retail market is creating dining and entertainment gathering places that provide social experiences, including more blended use with office and residential nearby.

---

## REAL ESTATE MARKET DATA (HIGH LEVEL) – CONT.

### OFFICE MARKET

The East San Fernando Valley office market is a small component of the Los Angeles office employment sector, with less than 9 million SF of space, primarily class B/C.

Vacancy rates at 6% are relatively healthy, while average gross monthly rents are \$28 psf.

Office building sale values are approximately \$250 psf, well below levels needed to justify new development.

For the City of San Fernando, there is only 450,000 SF of office inventory, with vacancy at approximately 3% and average rents of \$25 psf (full service gross) up 40% from recession levels.

There has been little new construction in the past 10 years.

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## REAL ESTATE MARKET DATA (HIGH LEVEL) – CONT.

The San Fernando area is a predominately single family suburban community with above average household size.

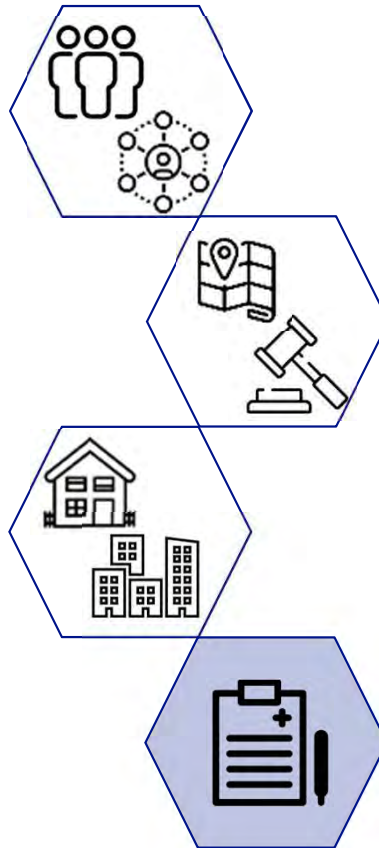
### APARTMENT MARKET

The North San Fernando Valley apartment market, as defined by CoStar, has only 5,500 apartment units, with 85% being older class B/C units.

Average rents are \$1,500 per month in 2018, as vacancy rates have steadily declined over the past decade down to 2.5%. Class A apartments are achieving rents of \$2,250 per month.

For the City of San Fernando, there are approximately 1,100 apartment units, with only 53 new units constructed since 2012. Even at peak of the 2008-10 recession vacancy rates were only 4-5%. Today's average rents are only \$1,000 per month, and clearly not high enough to justify new construction.

## PRESENTATION OUTLINE



- Global Changes
- Economic Development
- Downtown San Fernando
- **Conclusions and Recommendations**

---

## HIGHEST AND BEST USE SITE ANALYSIS

Kosmont has examined the 13 parking lots for new development potential using a SWOT analysis:

### Strengths

- Metrolink and other new regional transit station
- I-5 freeway access
- Healthy retail market
- Vibrant downtown

### Weaknesses

- Smaller parcel sizes (need 0.5 to 1.0 acre to do blended-use)
- Replacement parking for parking lots 3, 5, 8 & 10 increases cost

### Opportunities

- Potential for entertainment uses
- Multi-family transit oriented development (TOD)

### Threats

- High land values (\$75 - 95 psf) are major challenges to development
- E-commerce is a major threat to soft good retailers, limiting new retail development



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## CONCLUSION

- Blended-use development appears to be challenged by lower current residential market rents – New multi-family product may warrant higher residential rents and/or may need to consider condominiums instead of apartments
- The entertainment/retail market is healthy - opportunities for substantial new development need to be identified
- The office market is not strong enough with rents too low to support significant new development
- With land values so expensive, high density and zoning strategies are of utmost importance. Need large enough parcel to accommodate parking and integrated blended uses (explore parking strategies)

---

## CONCLUSION (CONT.)

**Based on the SWOT analysis Kosmont recommends the following parking lots for development:**

- Lot 3, potentially combined with closure of Celis St. is a prime location for blended use development and replacement parking
- Lot 6, although not in the mixed-use zone, is a good site for entertainment / retail and possible office
- Lots 8 & 10 combined total 60,000 square feet, leaving adequate room for a multi-level parking garage and 3-4 story blended use development
- 1320 San Fernando Rd. is a 0.9-acre, mid-block site located in the downtown area. Frontage on San Fernando Rd. makes the site suitable for blended/mixed-use development, primarily residential

To evaluate the financial feasibility, Kosmont prepared a preliminary pro forma to illustrate the potential development value and developer profit from both mixed-use and 100% commercial developments on a 40,000 SF site.

*See Blended-use and Commercial Development Pro Formas*

## BLEND-USE AND COMMERCIAL DEVELOPMENT SAMPLE PROFORMAS

Exhibit 1				
San Fernando Corridor SP				
Feasibility Per Specific Plan Limits				
Residential Units	30	850	sf	
Commercial SF	20,000			
Pro Forma				
Stabilized Income:				
Residential Gross income		\$2.80	per month	\$856,800
Less: Vacancy Factor		4.0%	of rent	(34,272)
Commercial Gross income		\$27	PSF	\$540,000
Less: Vacancy Factor		8.0%	of rent	(43,200)
Effective Gross Income				1,319,328
Maint., Taxes & Insurance		35.00%	of Apt EGI	(341,885)
Net Operating Income				977,443
Development Costs				
Land	\$ 75.00			\$ 3,000,000
Arch & Engineering	4.0%			439,283
Resid. Construction	\$ 200			5,862,069
Comm. Construction	\$ 175			3,500,000
Construction - Parking	18,000			1,620,000
FF&E	7,500	per apt unit		225,000
Leasing	\$ 1,500	and 5% Leasing commission		45,000
Financing	6.0%	30 mths		873,476
Taxes & insurance	1.0%			116,914
Developer Overhead	3.0%	of costs		380,452
Contingency	5.0%	of costs		634,087
Total Costs				16,696,281
Stabilized Value @	6.00%			\$16,290,720
Developer Profit				(\$405,561)
Profit Margin				-2.4%

Exhibit 2				
San Fernando Corridor SP				
Full Commercial Development				
Commercial SF	30,000			
	0			Pro Forma
Stabilized Income:				
Gross income		\$30		\$900,000
Less: Vacancy Factor		8.0%	of rent	(72,000)
Effective Gross Income				828,000
Non-Reimburs Expenses		10.00%	of EFG	(82,800)
Net Operating Income				745,200
Development Costs				
Land Value	\$ 75.00			\$ 3,000,000
Arch & Engineering	4.0%			222,000
Construction - Building	\$ 175			5,250,000
Construction - Parking	\$ 2,000			300,000
Tenant improvements	\$ 40			1,200,000
Leasing	5.0%	x 7.5 yr Lease		310,500
Financing	6.0%	18 mths		327,713
Taxes & insurance	1.0%			72,825
Developer Overhead	3.0%	of costs		230,491
Contingency	5.0%	of costs		384,152
Total Costs				11,297,681
Stabilized Value @	6.00%			\$12,420,000
Developer Profit				\$1,122,320
Profit Margin				9.9%



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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# THANK YOU QUESTIONS AND DISCUSSION

PREPARED BY:



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## **APPENDIX**

# **ECONOMIC & DEMOGRAPHIC PROFILE**

## *POPULATION & HOUSEHOLD DEMOGRAPHICS*

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## 2018 DEMOGRAPHIC HIGHLIGHTS

### **Population & Households**

- Population of ~24,700 and ~6,200 households within the City
- Population of ~10,288,900 and ~3,369,700 households within Los Angeles County

### **Income**

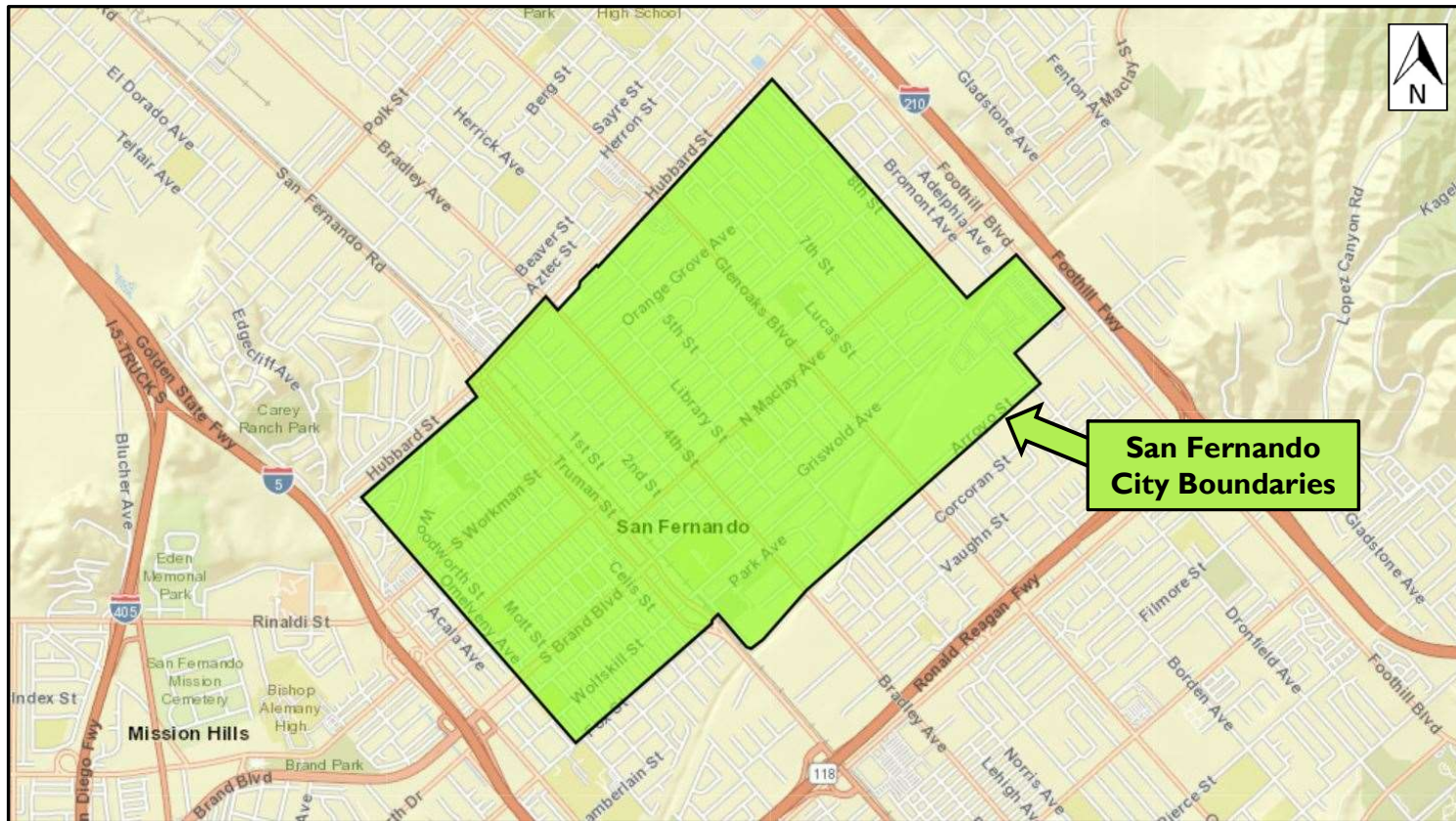
- Avg. HH income ~\$63,000 in City and ~\$94,900 within Los Angeles County
- 1.82% annual growth projected for HH income over next 5 years in City

### **Other Demographic Characteristics**

- Average household size of 3.97 in City (larger than County and State)
- Median age of 32.0 in City (younger than County and State)
- ~12% Bachelor's Degree or higher (lower than County and State)
- Race: ~51% White, ~42% Some Other Race, ~4% Two or More Races
- Ethnicity: ~93% Hispanic in City

Source: ESRI (2018)

## SAN FERNANDO CITY LIMITS



Source: ESRI (2018)



## POPULATION & INCOME

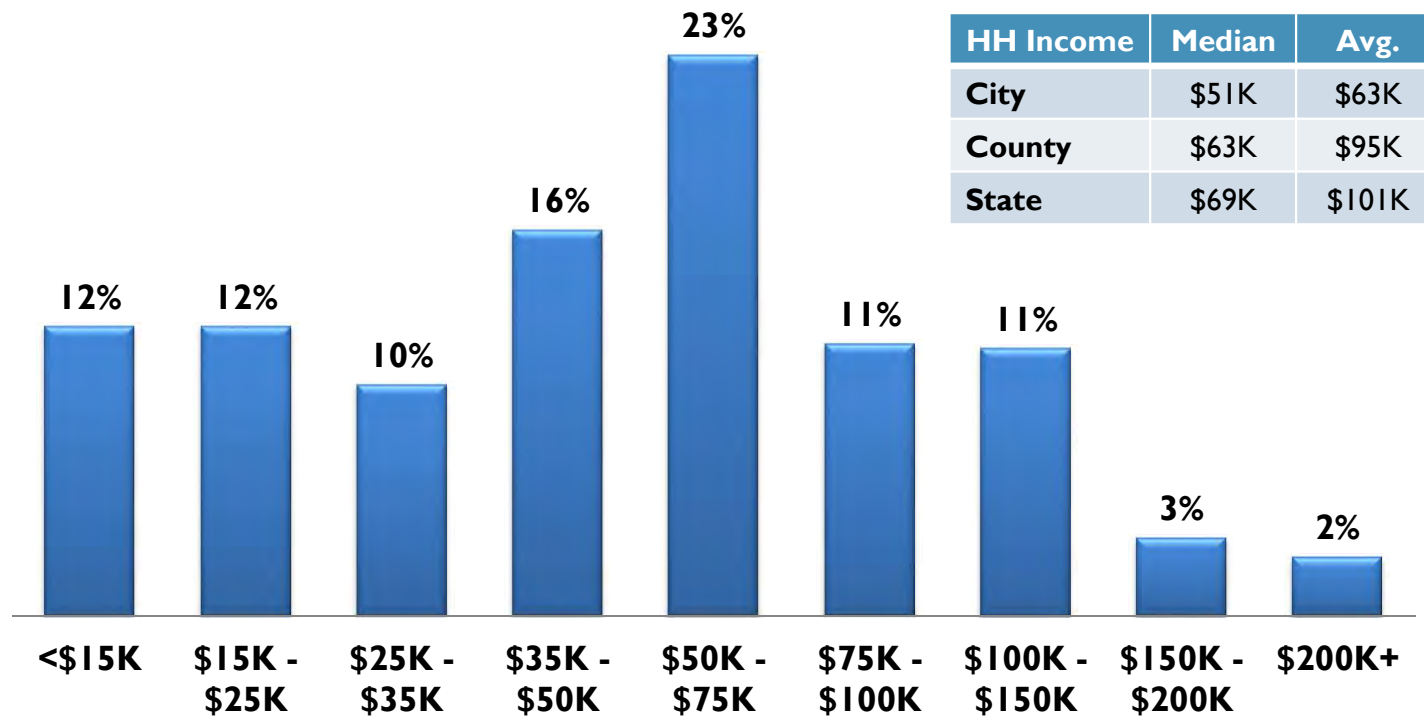
### *CITY, COUNTY, AND STATE*

<b><u>2018</u></b>	<b>City of San Fernando</b>	<b>County of Los Angeles</b>	<b>State of California</b>
<b>Population</b>	24,723	10,288,937	39,806,791
<b>Households</b>	6,190	3,369,650	13,336,104
<b>Average HH Size</b>	3.97	3.00	2.92
<b>Median Age</b>	32.0	35.7	36.2
<b>% Hispanic Origin</b>	93.3%	49.0%	39.6%
<b>Per Capita Income</b>	\$15,969	\$31,653	\$34,254
<b>Median HH Income</b>	\$50,618	\$62,751	\$69,051
<b>Average HH Income</b>	\$62,961	\$94,861	\$100,620
<b><u>2018-2023 Annual Growth Rate</u></b>			
<b>Population</b>	0.47%	0.54%	0.82%
<b>Median HH Income</b>	1.82%	3.87%	3.47%

Source: ESRI (2018)

# INCOME PROFILE

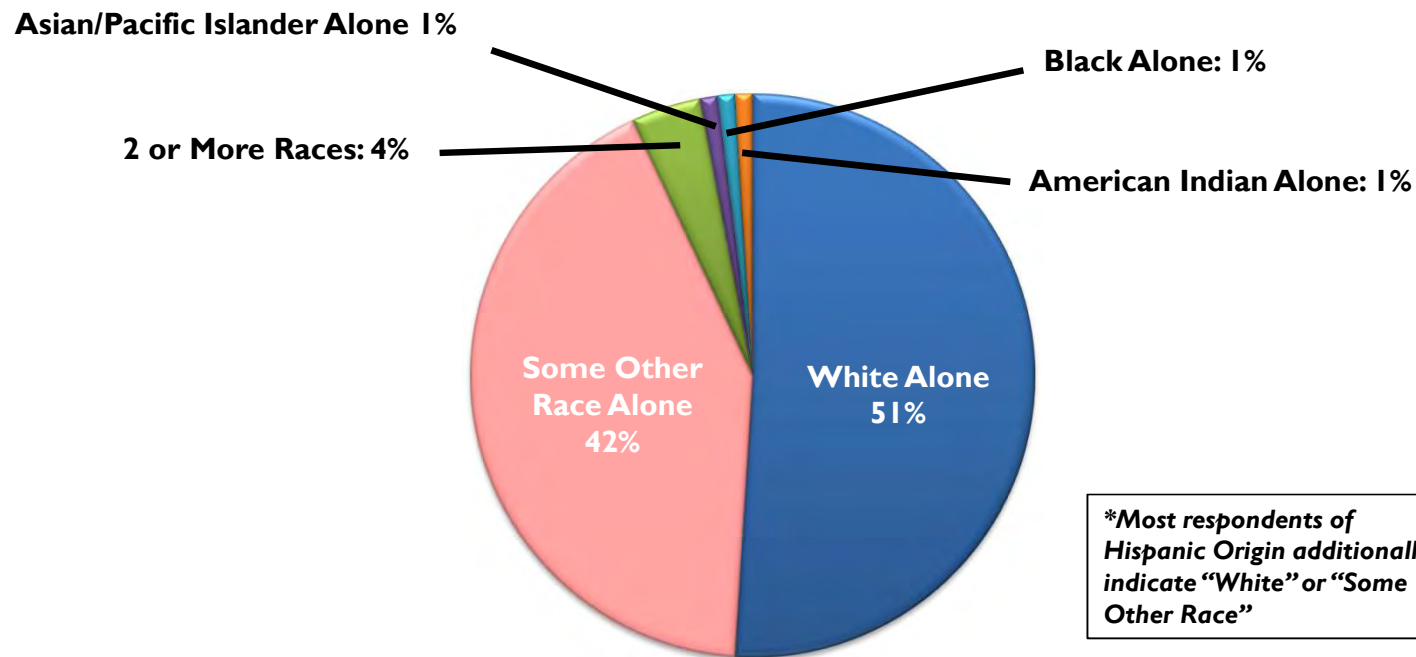
## City of San Fernando – 2018 Households by Income Bracket



Source: ESRI (2018)

# RACE & ETHNICITY

## City Population by Race & Ethnicity in 2018



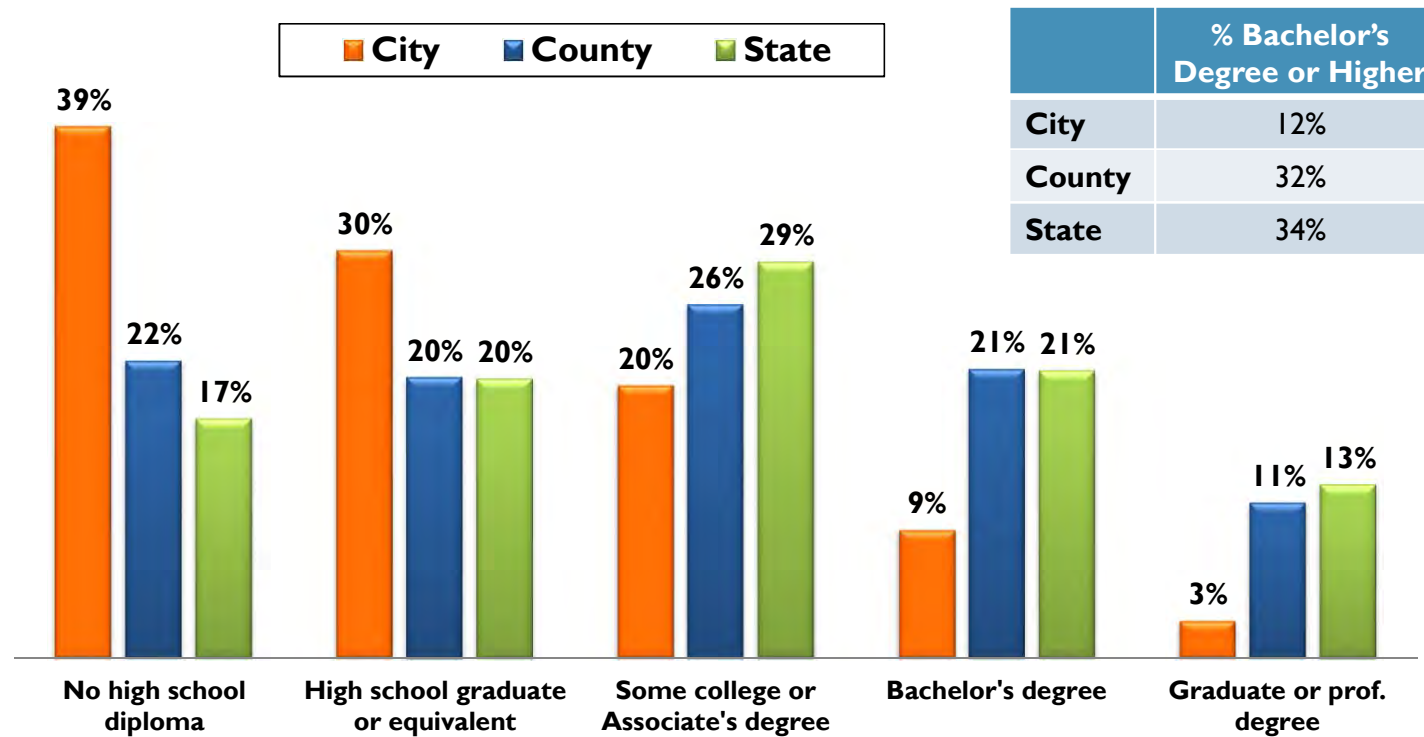
### ***Hispanic Origin of Any Race: 93%***

**Note:** U.S. Census Bureau defines race and ethnicity as two separate and distinct identities. One Census question asks respondents which socio-political race (of categories in pie chart above) they associate most closely with, and a separate question asks whether they associate with "Hispanic, Latino, or Spanish origin" or not (defined as ethnicity).

**Source:** ESRI (2018)

# EDUCATIONAL ATTAINMENT

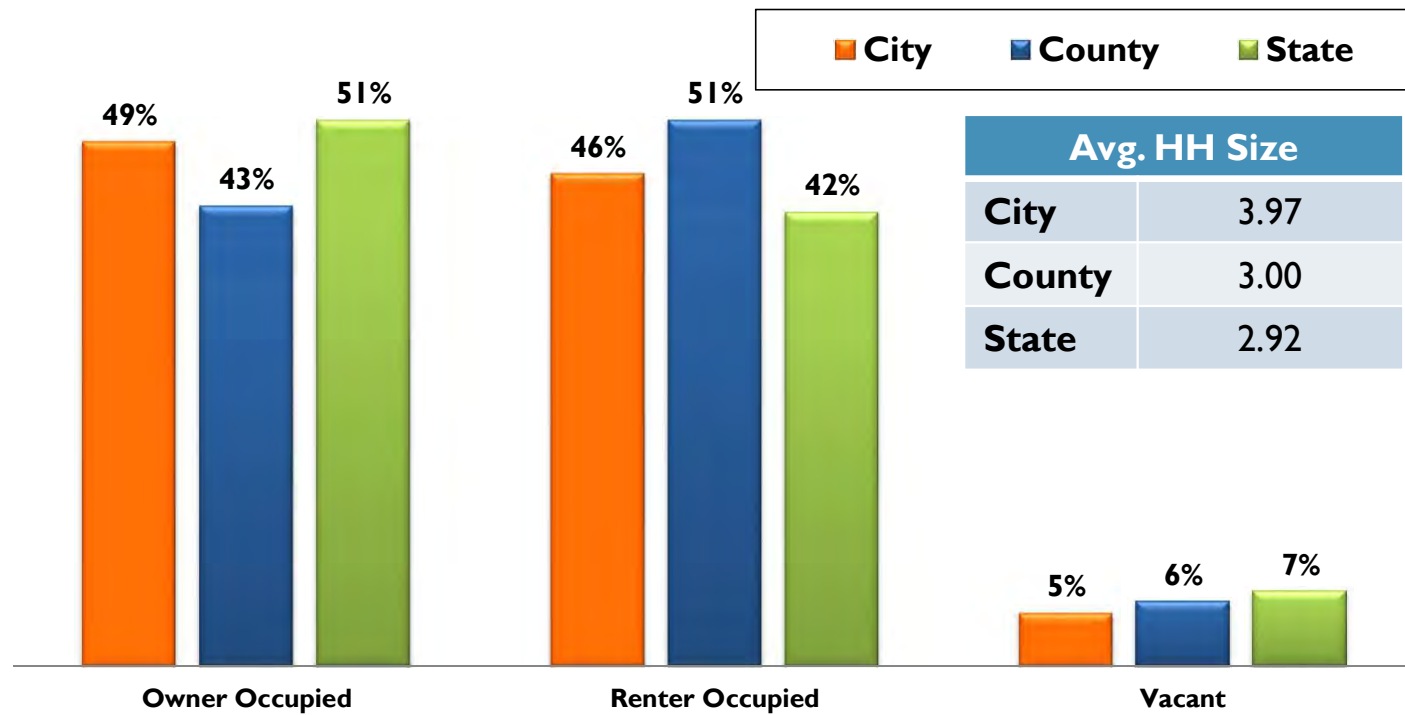
## Population Aged 25+ by Educational Attainment in 2018



Source: ESRI (2018)

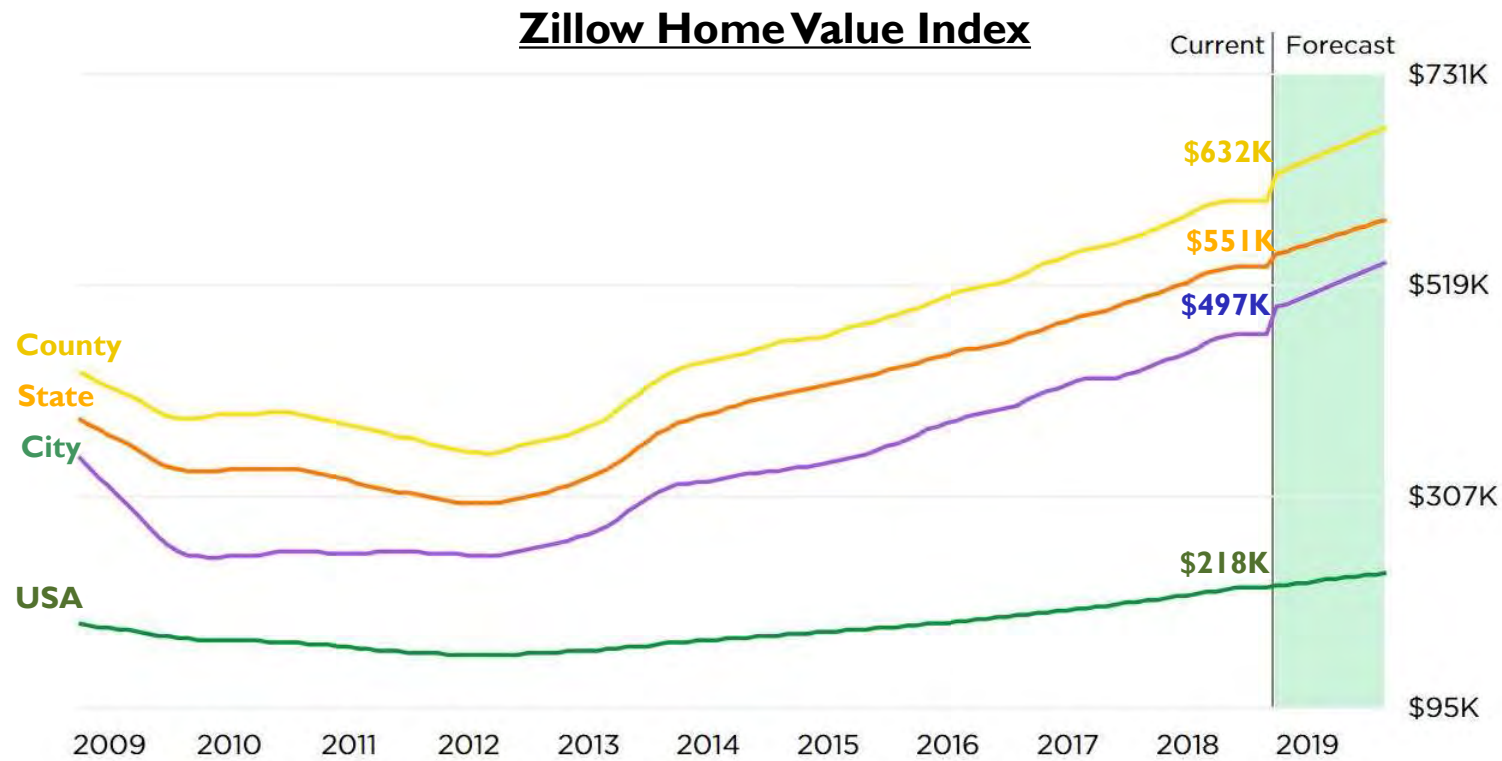
## HOUSING & HOUSEHOLD SIZE

### Housing Breakdown (2018)



Source: ESRI (2018)

# HOME VALUE HISTORY



Source: Zillow.com (Sept. 2018)

## POPULATION SEGMENTATION PROFILE

“Tapestries” in City		Description
<b>1. Urban Villages</b>	55%	<ul style="list-style-type: none"> <li>• Multicultural, multigenerational, and multilingual households</li> <li>• More than half the population 25 and older have a high school diploma or some college</li> <li>• Homes are typically single-family and owner occupied</li> <li>• Consumers are brand and status conscious, but many purchases are for the family esp. children; Enjoy shopping at Costco, Trader Joe's, Target, and Macy's</li> </ul>
<b>2. Las Casas</b>	41%	<ul style="list-style-type: none"> <li>• A family-oriented market with multigenerational households (high average household size of 4.12)</li> <li>• Young population, average labor force participation, high unemployment</li> <li>• Homes are primarily renter-occupied in single-family and multi-unit buildings</li> <li>• Consumer spending reflects their children – baby food, furniture, children's apparel – and convenience – fast food and family restaurants</li> </ul>
<b>3. Southwestern Families</b>	4%	<ul style="list-style-type: none"> <li>• Young, majority Hispanic families</li> <li>• While 32% have attended or graduated college, 40% have not completed high school, limiting employment prospects</li> <li>• About 55% own, 45% rent single-family homes within a mix of urban city centers and metropolitan area suburbs</li> <li>• Budget-conscious consumers; Enjoy shopping at Walgreens, dollar stores, and discount department stores</li> </ul>

Source: ESRI (2018)



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## SUMMARY: POPULATION & HOUSEHOLD DEMOGRAPHICS

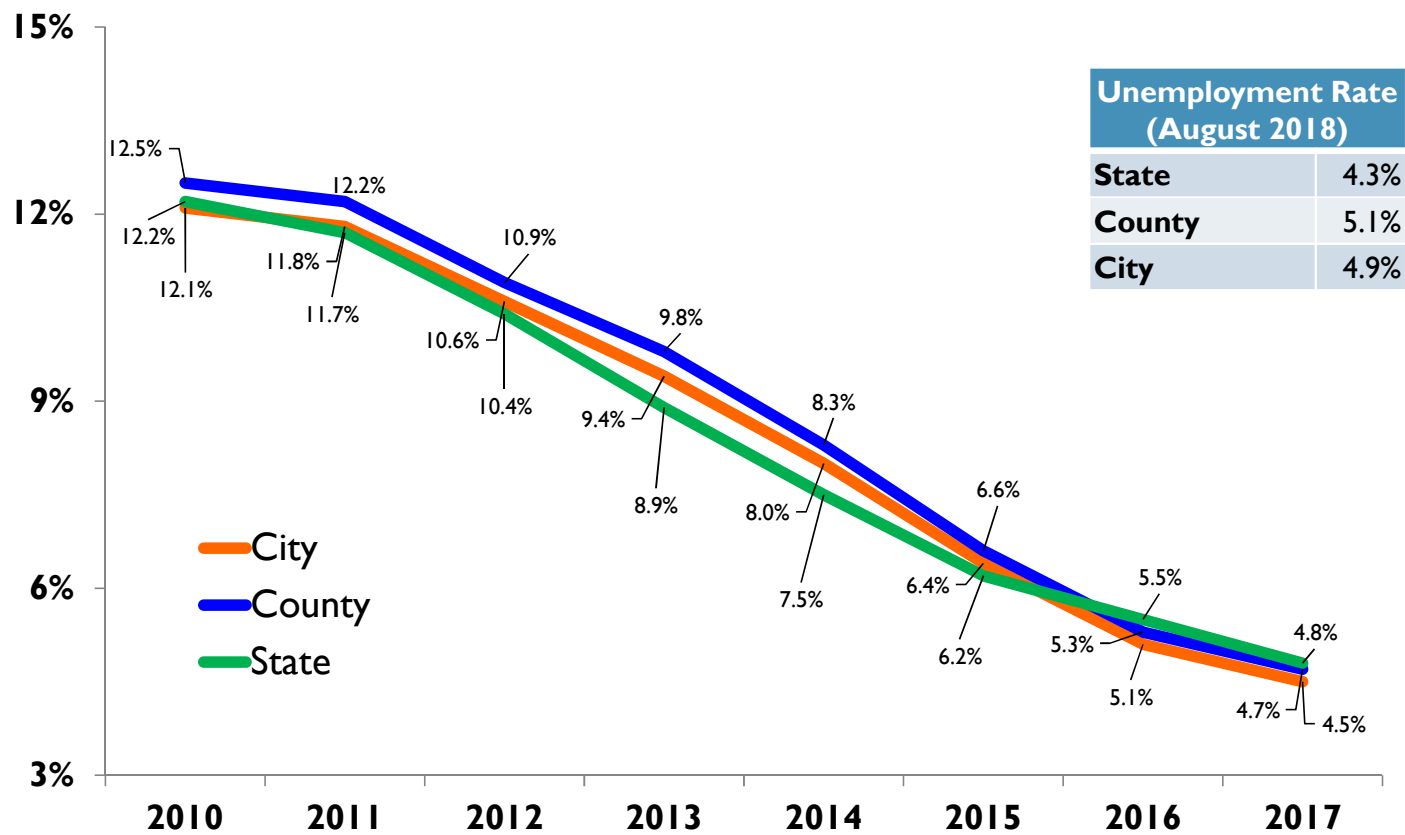
- Younger population - median age of 32.0 in City (younger than County and State median ages)
- Majority of San Fernando's population is of Hispanic origin (93%); Households are multigenerational and blue collar
- Average household size of 3.97 is larger than both Los Angeles County and State average household sizes; Average household income for the City is lower than the County and State average household incomes
- Educational attainment in San Fernando is lower than that of the County and State with a sizable population (39%) of residents not completing a high school education

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# ECONOMIC & DEMOGRAPHIC PROFILE

*UNEMPLOYMENT & EMPLOYMENT BY INDUSTRY*

# UNEMPLOYMENT

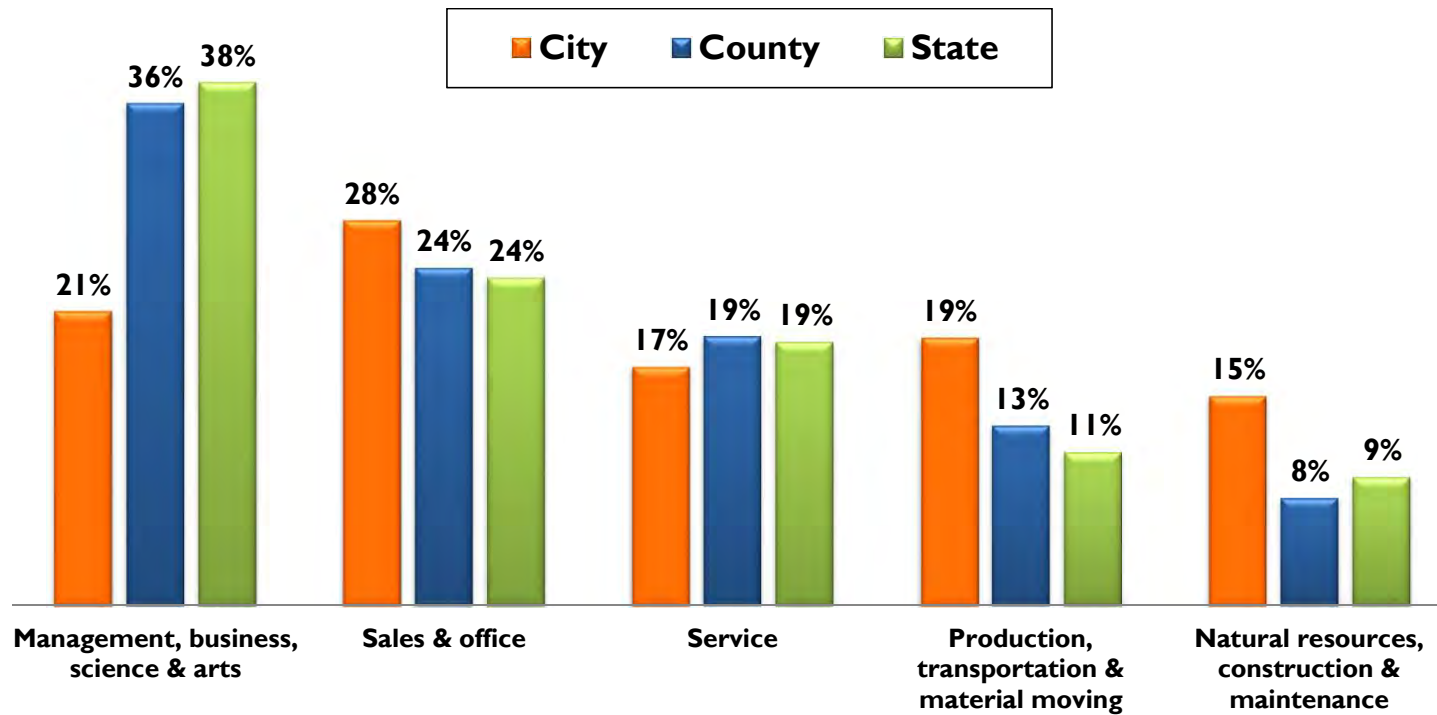


**Note:** Not seasonally adjusted; annual averages for 2010-2017

**Source:** California Employment Development Department (2018)

## RESIDENT EMPLOYMENT BY OCCUPATION

### Civilian Employed Population Age 16+ by Occupation



Source: ESRI (2018)

## SELECT MAJOR EMPLOYERS WITHIN THE CITY

Major Employers	No. of Employees
Los Angeles Unified School District	2,021
Pharmavite, LLC	370
Los Angeles County Superior Court	276
Pepsi Bottling	268
Home Depot	254
Puretek Corp.	200
Production Resource Group, LLC	200
Sam's Club	170
Vallarta Supermarkets	162
Ricon Corp.	149

**Note:** Top 10 listed by number of employees (high to low); **Source:** City of San Fernando CAFR (FY 2016-2017)

## EMPLOYMENT PROJECTIONS BY INDUSTRY

### LOS ANGELES COUNTY

Industry	2014	2024	Annual Growth 2014-24	Total Growth 2014-24	Total Change 2014-24
Health Care and Social Assistance	602,100	780,900	178,800	29.7%	3.0%
Accommodation and Food Services	386,800	483,700	96,900	25.1%	2.5%
Professional and Business Services	599,100	680,300	81,200	13.6%	1.4%
Retail Trade	413,000	449,900	36,900	8.9%	0.9%
Educational Services (Private)	118,600	148,600	30,000	25.3%	2.5%
Construction	119,600	146,700	27,100	22.7%	2.3%
Government	556,200	582,000	25,800	4.6%	0.5%
Wholesale Trade	222,500	242,700	20,200	9.1%	0.9%
Transportation, Warehousing, and Utilities	163,400	183,500	20,100	12.3%	1.2%
Other Services (excludes 814-Private Household Workers)	150,500	167,000	16,500	11.0%	1.1%
Information	198,000	213,500	15,500	7.8%	0.8%
Financial Activities	211,100	218,900	7,800	3.7%	0.4%
Mining and Logging	4,300	4,500	200	4.7%	0.5%
Manufacturing	364,100	329,300	(34,800)	(9.6%)	(1.0%)
<b>Total Nonfarm</b>	<b>4,189,000</b>	<b>4,724,700</b>	<b>535,700</b>	<b>12.8%</b>	<b>1.3%</b>
<b>Total Farm</b>	<b>5,200</b>	<b>4,700</b>	<b>(500)</b>	<b>(9.6%)</b>	<b>(1.0%)</b>
<b>Total Other</b>	<b>297,600</b>	<b>333,900</b>	<b>36,300</b>	<b>12.2%</b>	<b>1.2%</b>
<b>Total Employment</b>	<b>4,491,800</b>	<b>5,063,300</b>	<b>571,500</b>	<b>12.7%</b>	<b>1.3%</b>

Source: California Employment Development Department, U.S. Bureau of Labor Statistics (2014)

## EMPLOYMENT BY INDUSTRY

City Resident Employed Population (Age 16+)	
Health Care and Social Assistance	14.1%
Manufacturing	13.1%
Retail Trade	12.1%
Accommodation and Food Services	9.0%
Educational Services	7.4%
Administration & Support, Waste Management and Remediation	6.6%
Construction	5.5%
Professional, Scientific, and Technical Services	4.5%
Wholesale Trade	4.3%
Information	3.8%
Finance and Insurance	3.4%
Other Services (excluding Public Administration)	3.3%
Public Administration	3.1%
Transportation and Warehousing	2.8%
Arts, Entertainment, and Recreation	1.9%
Real Estate and Rental and Leasing	1.8%
Management of Companies and Enterprises	1.4%
Agriculture, Forestry, Fishing and Hunting	1.1%
Utilities	0.7%
Mining, Quarrying, and Oil and Gas Extraction	0.1%

*"Industries in which City residents work"*

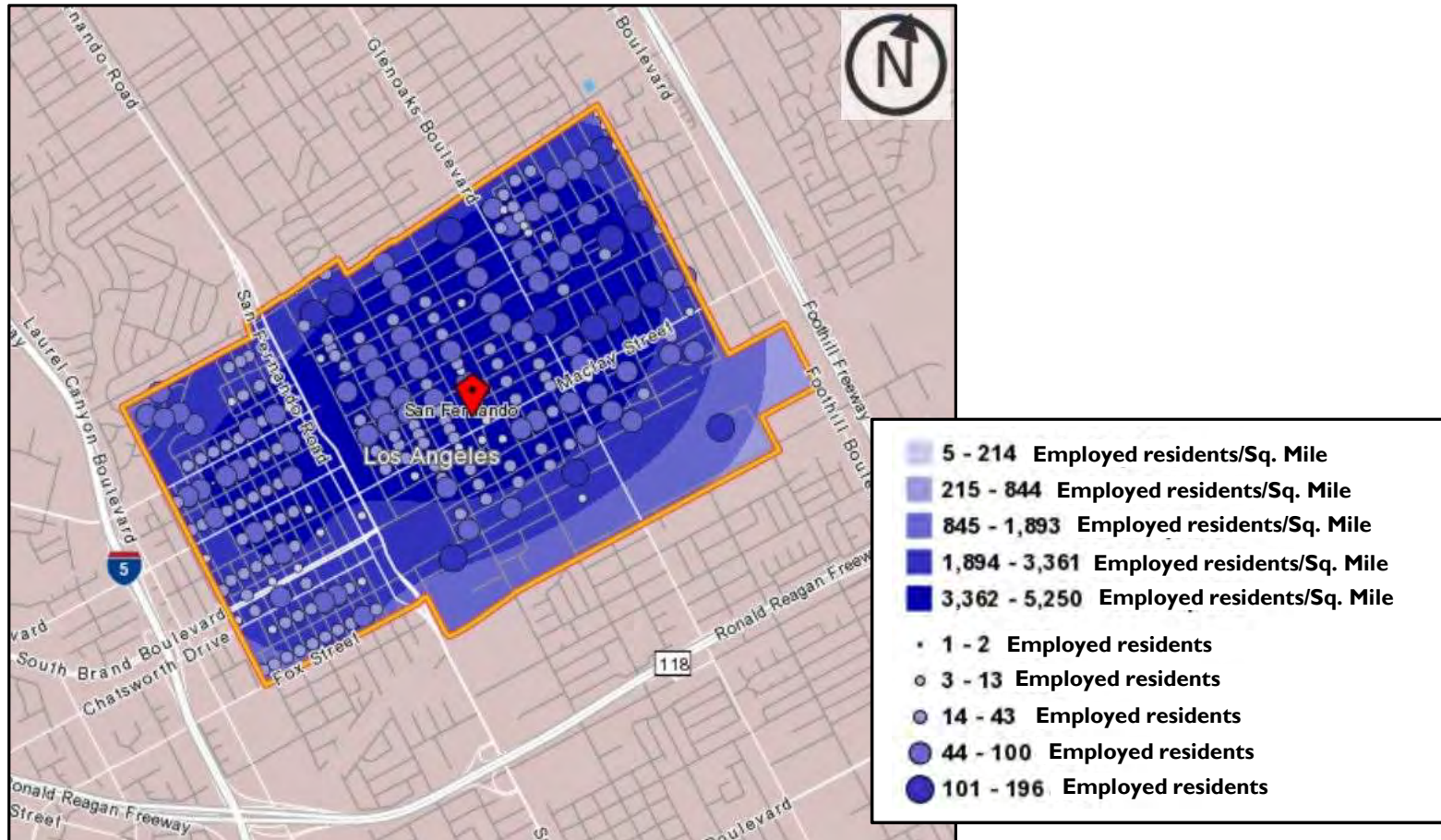
Workers Employed Within City	
Manufacturing	19.6%
Accommodation and Food Services	14.2%
Wholesale Trade	9.8%
Health Care and Social Assistance	8.8%
Construction	8.5%
Retail Trade	8.5%
Finance and Insurance	5.9%
Educational Services	5.6%
Other Services (excluding Public Administration)	4.7%
Professional, Scientific, and Technical Services	3.1%
Information	2.3%
Administration & Support, Waste Management and Remediation	2.1%
Public Administration	2.1%
Transportation and Warehousing	1.5%
Agriculture, Forestry, Fishing and Hunting	1.3%
Real Estate and Rental and Leasing	1.2%
Management of Companies and Enterprises	0.6%
Utilities	0.1%
Arts, Entertainment, and Recreation	0.1%
Mining, Quarrying, and Oil and Gas Extraction	0.0%

*"Jobs in the City"*

Source: U.S. Census Bureau Center for Economic Studies (2015)

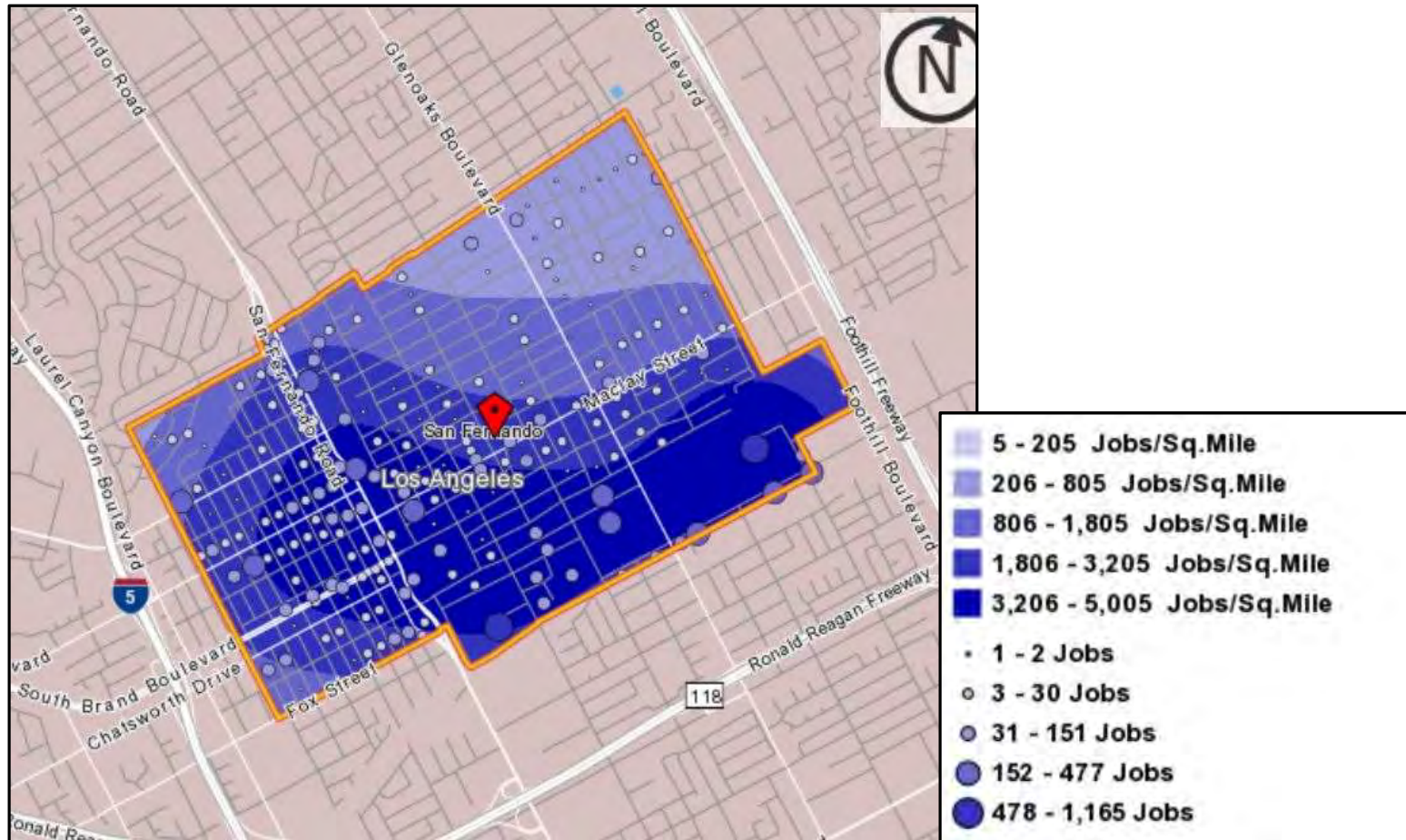


## RESIDENT CONCENTRATION WITHIN CITY



Source: U.S. Census Bureau Center for Economic Studies (2015)

## EMPLOYMENT CONCENTRATION WITHIN CITY



Source: U.S. Census Bureau Center for Economic Studies (2015)

## RESIDENT AND EMPLOYEE COMMUTE

Employed Residents Place of Work*	
Los Angeles, CA	53.0%
San Fernando, CA**	5.6%
Santa Clarita, CA	4.3%
Burbank, CA	4.0%
Glendale, CA	1.7%
Simi Valley, CA	1.5%
Thousand Oaks, CA	0.9%
San Diego, CA	0.9%
Santa Monica, CA	0.8%
Culver City, CA	0.8%
Pasadena, CA	0.7%
Oxnard, CA	0.6%
Anaheim, CA	0.6%
Beverly Hills, CA	0.5%
Irvine, CA	0.5%
Long Beach, CA	0.5%
Torrance, CA	0.5%
San Francisco, CA	0.5%
Moorpark, CA	0.4%
Camarillo, CA	0.4%
Westlake Village, CA	0.4%
Calabasas, CA	0.4%
El Segundo, CA	0.4%
Orange, CA	0.4%
Costa Mesa, CA	0.4%
All Other Locations	19.5%

### *“Where City residents work”*

City Employee Origin*	
Los Angeles, CA	51.1%
San Fernando, CA**	6.7%
Santa Clarita, CA	4.5%
Palmdale, CA	2.4%
Glendale, CA	2.1%
Burbank, CA	1.5%
Simi Valley, CA	1.3%
Lancaster, CA	0.8%
Pasadena, CA	0.6%
Anaheim, CA	0.6%
Long Beach, CA	0.5%
San Diego, CA	0.5%
Oxnard, CA	0.5%
Thousand Oaks, CA	0.5%
Bakersfield, CA	0.4%
Moorpark, CA	0.4%
Santa Monica, CA	0.3%
South Gate, CA	0.3%
Lake Los Angeles CDP, CA	0.3%
Castaic CDP, CA	0.3%
East Los Angeles CDP, CA	0.3%
Altadena CDP, CA	0.3%
Torrance, CA	0.3%
Calabasas, CA	0.3%
San Bernardino, CA	0.3%
All Other Locations	22.8%

### *“Where people who work in the City come from”*

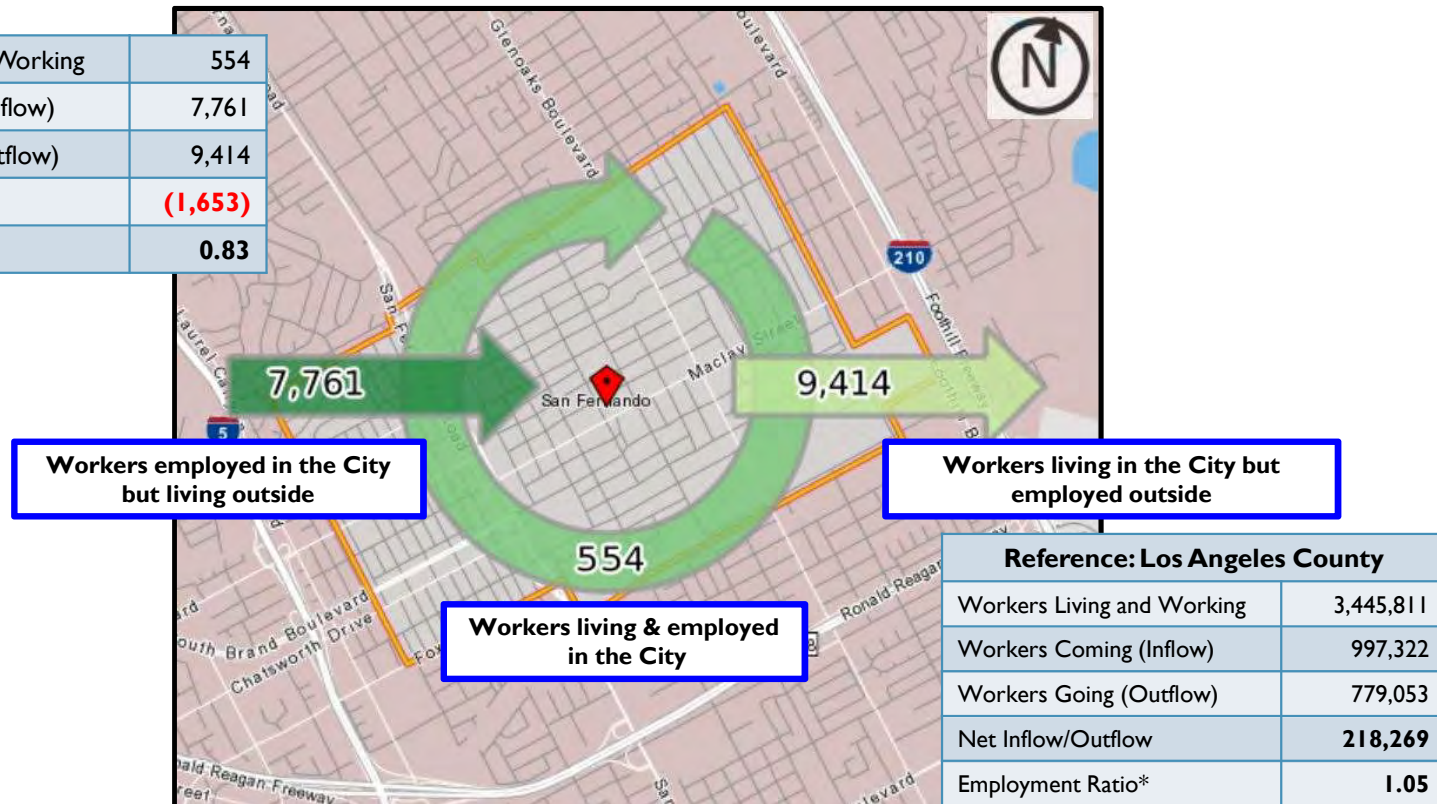
**Source:** U.S. Census Bureau Center for Economic Studies (2015); **Notes:** \*The top 25 locations where City residents work and where people who work in San Fernando come from are listed.\*\*The table on the left asks the question ‘What percent of **total San Fernando residents** work within the City of San Fernando?’, while the table on the right asks ‘What percent of **everybody who works in San Fernando** also live in the City of San Fernando?’.



## WORKER INFLOW / OUTFLOW

### “ARE JOBS COMING OR GOING?”

Workers Living and Working	554
Workers Coming (Inflow)	7,761
Workers Going (Outflow)	9,414
Net Inflow/Outflow	(1,653)
Employment Ratio*	0.83



\***Employment Ratio** = People employed within City (living and working in City + those who come into the City for work) / Employed population of City (living and working in City + workers who live in the City, but work outside of the City)

**Source:** U.S. Census Bureau Center for Economic Studies (2015)

## JOBS / HOUSING BALANCE

2018	City of San Fernando	County of Los Angeles	State of California
Employment	10,494	4,186,060	16,100,156
Households	6,190	3,369,650	13,336,104
<b>Jobs / Housing Ratio</b>	<b>1.70</b>	<b>1.24</b>	<b>1.21</b>

Source: ESRI (2018)



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## SUMMARY: UNEMPLOYMENT AND EMPLOYMENT BY INDUSTRY

- Kosmont analyzed the location of homes and job centers within the City. There is a high concentration of homes in the north and northeast portions of the City, while there is a strong concentration of jobs in the south and southeast portions of the City
- Historically, the City has **slightly lower unemployment** compared to Los Angeles County, but **slightly higher unemployment** than the State. Currently, the City's unemployment rate is only slightly lower than the County and higher than the State's unemployment rates
- Most workers in the City are employed in the following industries: manufacturing, accommodation and food services, wholesale trade, health care and social assistance, and construction
- A majority of employees who live in the City work in other areas including Los Angeles, Santa Clarita, Burbank, Glendale, and Simi Valley, yielding a **net outflow** of jobs; The net outflow of jobs indicates a lower daytime population in the City
- San Fernando's jobs/housing ratio is higher than the County and State ratios, indicating a possible need for more housing in the City



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# MARKET DEMAND ANALYSIS

*RETAIL SALES SURPLUS / LEAKAGE*

## RETAIL SALES SURPLUS / LEAKAGE BY CATEGORY

### CITY OF SAN FERNANDO

Retail Category	Retail Spending Potential	Retail Sales	Retail Surplus/ (Leakage)	Percent Surplus/ (Leakage)	Online Sales Leakage Potential
<b><u>Shopper Goods (GAFO):</u></b>					
Clothing & Clothing Accessories Stores	\$11,986,064	\$20,273,332	\$8,287,268	69.1%	High
General Merchandise Stores	\$27,404,381	\$86,567,835	\$59,163,454	215.9%	Med
Furniture & Home Furnishings Stores	\$5,824,094	\$24,970,625	\$19,146,531	328.7%	Med
Health & Personal Care Stores	\$10,730,748	\$7,531,939	(\$3,198,809)	(29.8%)	Med
Sporting Goods, Hobby, Book & Music Stores	\$5,341,570	\$5,164,087	(\$177,483)	(3.3%)	High
Electronics & Appliance Stores	\$6,067,450	\$6,591,052	\$523,602	8.6%	High
Miscellaneous Store Retailers	\$5,724,463	\$8,356,433	\$2,631,970	46.0%	Varies
<b>Subtotal – GAFO</b>	<b>\$73,078,770</b>	<b>\$159,455,303</b>	<b>\$86,376,533</b>	<b>118.2%</b>	
<b><u>Convenience Goods:</u></b>					
Food & Beverage Stores (Grocery)	\$26,381,472	\$68,555,324	\$42,173,852	159.9%	Low
Food Services & Drinking Places (Restaurants)	\$17,525,291	\$41,824,553	\$24,299,262	138.7%	None
<b>Subtotal – Convenience</b>	<b>\$43,906,763</b>	<b>\$110,379,877</b>	<b>\$66,473,114</b>	<b>151.4%</b>	
<b><u>Heavy Commercial Goods:</u></b>					
Bldg Materials, Garden Equip. & Supply Stores	\$8,783,401	\$29,741,260	\$20,957,859	238.6%	Low
Motor Vehicle & Parts Dealers	\$31,809,880	\$56,729,755	\$24,919,875	78.3%	Low
Gasoline Stations	\$14,664,876	\$14,294,773	(\$370,103)	(2.5%)	None
<b>Subtotal – Heavy Commercial</b>	<b>\$55,258,157</b>	<b>\$100,765,788</b>	<b>\$45,507,631</b>	<b>82.4%</b>	
Non-store Retailers	\$4,628,832	\$1,412,730	(\$3,216,102)	(69.5%)	Varies
<b>Total Retail</b>	<b>\$176,872,522</b>	<b>\$372,013,698</b>	<b>\$195,141,176</b>	<b>110.3%</b>	

Source: ESRI, Infogroup (2018)

[Petition details](#) [Comments](#) [Updates](#)



# San Fernando Residents Deserve Public Notice of New Tesla Charging Station



**459 have signed.** Let's get to 500!

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The City of San Fernando has provided its residents no public notice of the creation of a potentially disruptive Tesla Charging Station. Even impacted businesses were provided limited notice of the project, which the city has been considering for months.

While the COVID 19 pandemic has made public communication and civic engagement more difficult, that is no excuse for providing next to zero public notice of such a major project.

We ask that the City of San Fernando **delay** the planned Tesla Charging Station for 90 days in order to provide a period of public notice and comment. We also ask that the City consider relocation options within 1,000 feet of the current site.

**Start a petition of your own**

Start a petition of your own

This petition starter stood up and took action. Will you do the same?

Start a petition

## Updates

Happy Holidays and Thank You

Happy holidays to all on this Christmas Eve! Thank you for being a part of this effort and I look forward to continuing to update as I get more info. Please keep this petition moving and I appreciate the momentum that we

...

Happy Holidays and Thank You

Happy holidays to all on this Christmas Eve! Thank you for being a part of this effort and I look forward to continuing to update as I get more info. Please keep this petition moving and I appreciate the momentum that we have already gained.



**Nicolas Cardenas**

6 days ago

**More updates**

**Reasons for signing**



## CONTRACT NO. 1960

## SUPERCHARGER AGREEMENT

This Supercharger Agreement (this "**Agreement**") is effective as of the date last signed below by and between the City of San Fernando, a municipal corporation ("**Counterparty**") and Tesla, Inc., a Delaware corporation ("**Tesla**"). Tesla and Counterparty are each referred to herein as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, Tesla, through the provision of electric vehicle charging services at the Property, will provide value to Counterparty by increasing the visibility of, and attracting Tesla customers to, the City of San Fernando; and

**WHEREAS**, Counterparty is the sole owner of the Property; and

**WHEREAS**, Counterparty acknowledges the value of having an electric vehicle charging station to serve Tesla customers at the Property and desires to grant a license to Tesla for the use of the Premises, defined below, pursuant to the terms set forth herein.

**WHEREAS**, this Agreement was approved by the City Council of the City of San Fernando at its meeting of August 3<sup>rd</sup>, 2020 under Agenda Item No. 7.

**NOW THEREFORE**, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **CONTACT INFORMATION:**

**Counterparty:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Nick Kimball  
Phone: (818) 898-1202  
Fax: (818) 898-7329  
Email: nkimball@sfcity.org

**Tesla:**

Tesla, Inc.  
3500 Deer Creek Road  
Palo Alto, CA 94304  
Attention: Supercharger Team  
Phone: (650) 681-5000

**With a copy to:**

Email: superchargerhost@tesla.com

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24-hour Technical Support & Service:  
877-79-TESLA (877-798-3752)

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2. **LICENSE FOR USE OF PREMISES:** Counterparty is the owner of that certain real property commonly described as City of San Fernando Parking Lot 8 (Assessor Identification No 2522-004-904 (hereinafter, referred to as the "**Property**") which is more particularly described and depicted in the legal description attached and incorporated hereto as Exhibit A. For the purpose of undertaking the Permitted Uses described under Section 10 of this Agreement below, and subject to the terms and conditions set forth in this Agreement, Counterparty hereby grants to Tesla a license to use and access fourteen (14) parking spaces, up to five (5) feet of additional parking width to provide disability access and up to 400 square feet of space for equipment (hereinafter referred to as the "**Premises**") on that portion of the Property described and depicted in that certain document attached hereto as Exhibit A. The parking spaces within the Premises shall not



**CONTRACT NO. 1960**

- be outfitted with non-Tesla charging equipment and Counterparty shall not license, lease or commit the same during the Term (as defined below); provided, however, nothing herein shall prevent Counterparty from entering into agreements with other third party electric vehicle service providers to install non-Tesla charging equipment elsewhere on the Property.
3. **FOOTPRINT:** A total of fourteen (14) parking spaces within the footprint of the Premises shall be outfitted Trade Fixtures consisting of: (a) twelve (12) Superchargers (as defined in Exhibit B), and (b) two (2) Tesla Wall Connectors ("**Wall Connector**"), all to serve as dedicated charging stalls ("**Dedicated Stalls**").
  4. **CONSTRUCTION AND ALTERATIONS:** Tesla, at its sole cost and expense, shall construct and install the Supercharger Station on the Premises ("**Tesla's Work**"). Tesla acknowledges and agrees that Tesla's Work shall only begin after: (a) Counterparty has approved all plans and specifications, including equipment and easement locations (the "**Approved Plans**"); and (b) Tesla has obtained all permits and approvals required by applicable governing bodies. Any alterations to the Approved Plans or Supercharger Station shall be subject to Counterparty's prior written approval which may be granted, conditionally granted or denied by Counterparty (provided that any such approval shall not be unreasonably withheld, conditioned, or delayed). Tesla, at its sole cost and expense, shall promptly repair any damage to the Property or any improvements constructed thereupon caused by Tesla or its agents or contractors in the performance of Tesla's Work.
  5. **CONSTRUCTION START DATE; CONSTRUCTION COMPLETION:** Tesla shall be authorized to commence the Tesla Work upon the date specified by Counterparty in a written notice to proceed (hereinafter, the "**Construction Start Date**"). Counterparty and Tesla shall undertake a joint inspection of the Supercharger Station upon completion by Tesla to ensure that all installation and construction of all improvements, equipment, utilities and infrastructure that comprise the Tesla Work have been constructed in accordance with the Approved Plans; are operational and free of defects; and are constructed and installed in compliance with all applicable federal and state standards and requirements. As a precondition to Counterparty accepting and approving the Tesla Work, Tesla shall correct any aspect of the Tesla Work which does not satisfy the requirements set forth in the preceding sentence. The construction and installation effort shall be deemed complete upon Counterparty's issuance of a written notice of acceptance (hereinafter, the "**Notice of Acceptance**").
  6. **COMMENCEMENT DATE:** Tesla shall open the Supercharger Station to the public (the "**Commencement Date**") within three hundred and sixty-five (365) days following the Construction Start Date. Upon Tesla's written request, Counterparty may entertain requests for additional time before opening the Supercharger Station to the public. Any such written request for additional time must be submitted no less than thirty (30) calendar days prior to the Commencement Date. The written request shall (i) explain why additional time is required; (ii) identify what tasks remain to be completed; (iii) describe what measures Tesla has undertaken to mitigate the need for additional time; and (iv) state how much additional time is reasonably required. Counterparty may grant or conditionally grant any such request for additional time which shall not be unreasonably withheld, conditioned, or delayed, to the extent delay is due to permitting, utility, or other requirements beyond Tesla's control, or is due to Force Majeure (as defined in Section 32). Tesla shall deliver written notice to Counterparty promptly following the Commencement Date to confirm such date for recordkeeping purposes.

**CONTRACT NO. 1960****7. TERM; EARLY TERMINATION FOR CONVENIENCE:**

- A. Initial Term; Renewal Term: The term of this Agreement (the “Initial Term”) shall commence upon the date the Agreement is signed by all of the Parties and shall remain in effect until the fifth (5<sup>th</sup>) anniversary of the Commencement Date. Tesla shall have one (1) option to extend the term of this Agreement for an additional five (5) years (a “Renewal Term” and together with the Initial Term, the “Term”), upon the same terms contained in this Agreement, provided that Tesla is not in breach of this Agreement (as defined under Section 16 of this Agreement, below) at the time the option is exercised. Tesla shall exercise the option for the Renewal Term by giving notice to Counterparty no later than ninety (90) days prior to the expiration of the Initial Term.
- B. Termination for Convenience: If Tesla timely exercises its option to extend the Initial Term of this Agreement (as provided under paragraph 7(A) of this section, then Counterparty may, in Counterparty’s sole and absolute discretion at any time on or after the sixth (6<sup>th</sup>) anniversary of the Commencement Date, terminate this Agreement for convenience and without cause upon sixty (60) calendar days prior written notice to Tesla (“Termination for Convenience”).
- C. Termination Based On Low Utilization or No Utilization: If Tesla timely exercises its option to extend the Initial Term of this Agreement (as provided under paragraph 7(A) of this section), then Counterparty may, in Counterparty’s sole and absolute discretion at any time after the sixth (6<sup>th</sup>) anniversary of the Commencement Date, terminate this Agreement upon thirty (30) calendar days prior written notice on the grounds that the Superchargers are underused. For purposes of this Agreement, the Supercharges shall be deemed “underused” if over a sixty (60) consecutive day period, fifty (50) or few charging sessions occur at the Premises as set forth in a written report generated by Tesla following Counterparty’s written request therefor.
- D. In the event Counterparty elects to terminate the Agreement pursuant to paragraph 7(B) or 7(C) of this section, Counterparty shall pay Tesla (hereinafter, a “Termination Payment”) in accordance with the following buyout schedule:
1. If Counterparty issues its notice of termination on or after the sixth (6<sup>th</sup>) anniversary of the Commencement Date but before the seventh (7<sup>th</sup>) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of Two Hundred and Forty Thousand Dollars (\$240,000);
  2. If Counterparty issues its notice of termination on or after the seventh (7<sup>th</sup>) anniversary of the Commencement Date but before the eighth (8<sup>th</sup>) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of One Hundred and Eighty Thousand Dollars (\$180,000);
  3. If Counterparty issues its notice of termination on or after the eighth (8<sup>th</sup>) anniversary of the Commencement Date but before the ninth (9<sup>th</sup>) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of One Hundred and Twenty Thousand Dollars (\$120,000);

**CONTRACT NO. 1960**

4. If Counterparty issues its notice of termination on or after the ninth (9<sup>th</sup>) anniversary of the Commencement Date but before the tenth (10<sup>th</sup>) anniversary of the Commencement Date, Counterparty shall pay Tesla the aggregate sum of Sixty Thousand (\$60,000);
  5. If Counterparty issues its notice of termination on or after the ten (10<sup>th</sup>) anniversary of the Commencement Date, Tesla shall not be entitled to receive any compensation from Counterparty for such termination and Counterparty shall be under no obligation to compensate Tesla for such termination.
- E. The sums referenced in paragraph 7(D) of this section shall be delivered to Tesla by Counterparty upon the effective date of the termination, provided that Tesla has removed all Trade Fixtures from the Premises.
- F. Except as otherwise provided under paragraph 7(G) of this section, in consideration for the applicable Termination Payment referenced under paragraph 7(D) of this section, Tesla shall fully and forever discharge and release Counterparty and Counterparty's elected and appointed officials, officers, employees, agents and volunteers and their respective heirs, executors, attorneys and insurers from all claims and causes of action, or appeal rights, whether now known or now unknown, which Tesla has, or might have or could have asserted, against the Counterparty in connection with the termination of this Agreement pursuant to paragraphs 7(B) and 7(C) of this Agreement, including damages (including, but not limited to consequential damages), losses, attorneys' fees and costs. By acceptance of the Termination Payment, Tesla waives any and all rights Tesla may have under Civil Code section 1542 with respect to the forgoing release to the full extent that Tesla may lawfully waive such rights, notwithstanding any subsequent discovery of any additional claims or facts which Tesla did not know or suspect to exist in favor of Tesla on or after the time at which Tesla receives the Termination Payment. Except as otherwise provided under paragraph 7(G) of this section, it is the intention of the Parties that Tesla's receipt of the Termination Payment shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to each and every claim, demand, action, covenant, cause of action, obligation, debt, controversy, act, omission, promise, agreement, account, reckoning, liability, cost, or expense that Tesla has or may have against Counterparty arising out of Counterparty's termination of this Agreement pursuant to paragraphs 7(B) and 7(C) of this section. In connection with such release, discharge accord and satisfaction, Tesla acknowledges that it is aware that it may after the receipt of the Termination Payment, discover facts different from or in addition to the facts known or believed to be true with respect to the subject matter of this Agreement, but it is Tesla's intention to fully, finally, absolutely and forever settle any and all claims, disputes and differences relating to Counterparty's decision to terminate this Agreement pursuant paragraphs 7(B) or 7(C) of this section that may exist upon the receipt of the Termination Payment, except as otherwise provided in paragraph 7(G) of this section.
- G. The provisions of Section 20 (Indemnification) and Section 25 (Publicity) shall survive the termination of this Agreement for any reason, including termination pursuant to paragraphs 7(B) and 7(C), above. Unless otherwise agreed to by the Parties in writing, the release and discharge contemplated under paragraph 7(F), above, shall not extend to, or otherwise embrace, breach of contract claims or claims arising out of (i) the breach of Section 20



**CONTRACT NO. 1960**

(Indemnification) or Section 25 (Publicity); (ii) any outstanding, unsettled or unadjudicated claim for damages (excluding claims for consequential damages or causes of action seeking Tesla's continued use of the Premises as contemplated under this Agreement) submitted in writing to Counterparty prior to the Counterparty's issuance of notice pursuant to paragraph 7(B) or 7(C) of this section; or (iii) any pre-existing, unadjudicated and unsettled lawsuit seeking damages (excluding claims for consequential damages or containing causes of action seeking Tesla's continued use of the Premises as contemplated under this Agreement) filed by Tesla prior to City's issuance of notice pursuant to paragraphs 7(B) and 7(C) (all of the foregoing collective referred to as "Pre-Existing Claims"). The foregoing notwithstanding, the existence of any Pre-Existing Claims shall not operate to prohibit Counterparty from exercising its right to initiate the termination of this Agreement pursuant to paragraph 7(B) or 7(C), subject to the survival of such Pre-Existing Claims as contemplated under this paragraph 7(G). For purposes of subsection 7(G)(ii), above, the "writing" submitted by Tesla in connection with an outstanding, unsettled or unadjudicated claim shall have stated in reasonable detail the factual and legal basis for Tesla's claim for damages; the date of occurrence for such damages or a reasonable approximation of such date; the amount of such damages or a reasonable approximation of such damages; measures Tesla has taken to mitigate such damages (it being understood that Tesla shall have no duty to mitigate such damages unless if required by law) and such writing shall have been submitted in accordance with the noticing requirements set forth under Section 27, below. For purposes of subsection 7(G)(iii) a "pre-existing, unadjudicated and unsettled lawsuit includes any claim subject to the California Government Claims Act (Government Code Section 810 et seq.) which shall have been submitted to the City c/o of the Office of the City Clerk in the manner prescribed under the Government Claims Act.

- H. Notwithstanding anything to the contrary contained in this Agreement, the rights of Counterparty set forth in paragraphs 7(B) through 7(G) of this section are personal to the City of San Fernando and shall not be subject to any assignment or other transfer of this Agreement.
8. **REMOVAL:** If this Agreement is not Terminated for Convenience, Tesla shall, at its' sole cost and expense, remove all Trade Fixtures (as defined in Exhibit B) promptly following termination of this Agreement and restore the Premises to a condition commensurate with the rest of the Property, subject to exceptions for reasonable wear and tear and damage by casualty or condemnation. Counterparty agrees that all Trade Fixtures and related intellectual property are and shall remain the personal property of Tesla. The Infrastructure (as defined in Exhibit B) shall be left in a safe condition and shall become the property of Counterparty upon termination of this Agreement (except for Infrastructure that is upstream of the meter, which is and shall remain the property of the utility).
9. **UTILITIES:** Tesla agrees to arrange for, and shall pay, all charges for all Tesla-related utility services provided or used in or at the Premises during the Term. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was Counterparty's gross negligence or intentional misconduct. Counterparty and Tesla shall reasonably cooperate to establish all necessary utility easements upon the Property required to connect the Supercharger Station with

**CONTRACT NO. 1960**

electrical service from Southern California Edison, provided that all such effort shall be at Tesla's sole cost and expense and further provided that the location and scope of all such easements shall be subject to approval by Counterparty, which shall not be unreasonably withheld, conditioned, or delayed.

10. **USE:** Tesla shall use and occupy the Premises during the Term for the following authorized uses:

- A. For the purpose of installing equipment, utilities and other related infrastructure and improvements for the operation of an electric vehicle charging station to serve Tesla customers. The aforementioned equipment, utilities and other related infrastructure and improvements to be installed on the Premises shall be more specifically described and depicted in the Approved Plans. The term "**Supercharger Station**" shall be a collective reference to the Superchargers and all equipment, utilities and other infrastructure and improvements constructed and installed on the Premises by Tesla, as more particularly defined on Exhibit B, attached hereto;
- B. For the incidental generation of photovoltaic electricity and the operation of an energy storage system;
- C. Tesla is authorized to operate and collect payment for use of the Supercharger Station year round, twenty-four (24) hours per day and seven (7) days per week;
- D. Tesla may, in its discretion and at its sole cost and expense, install security cameras and other equipment to monitor the Premises from off-site, which plans and specifications therefor shall be subject to Counterparty's prior written approval, not to be unreasonably withheld, conditioned, or delayed; and
- E. Seal coating of all areas in the Premises impacted by Tesla's Work together with any areas on the Property outside of the Premises which are excavated as part of Tesla's installation of its utility lines to serve the Premises. All surface improvements described in this section and Section 4 above, shall be more specifically described in the Approved Plans.

The term "Permitted Uses" shall be a collective reference to the authorized use set forth under this Section, above.

11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Supercharger Station (including repair and replacement of equipment, as necessary) at its' sole cost and expense, and Counterparty shall have no liability for damage to the Supercharger Station unless caused by Counterparty's negligence or intentional misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for repaving, restriping, snow removal and garbage collection, and Counterparty agrees to coordinate such maintenance with Tesla pursuant to Section 12. Tesla understands that the Property is open and accessible to the public and agrees that Counterparty shall be under no responsibility to provide posted police security or private security to safeguard the Supercharger Station or any other improvements installed on the Premises.

12. **TEMPORARY IMPAIRMENT:** Tesla agrees that Counterparty shall have the right to temporarily access and/or temporarily restrict access to all or any portion of the Premises to perform routine

**CONTRACT NO. 1960**

parking lot maintenance, provided that (a) not more than half of the charging stalls may be restricted at any given time, (b) Counterparty shall use commercially reasonable efforts to minimize any impairment of the Premises, including, without limitation, by limiting such impairment to times of day and days of the week that are not busy charging periods, and (c) except in the case of an emergency, Counterparty shall provide Tesla at least fourteen (14) days' advance written notice stating the date, time, duration and scope of the planned impairment.

13. **COUNTERPARTY COVENANTS:** Counterparty represents that: (a) it is the owner of the Property and has the power and authority to enter into this Agreement on the terms hereof; (b) it has obtained any required consents to enter into this Agreement; (c) the Property is subject to no conditions, restrictions or covenants incompatible with the Permitted Uses; and (d) this Agreement does not violate any agreement, lease or other commitment by which Counterparty is bound. Counterparty shall not take any action that would impair or interrupt the use of the Premises or Supercharger Station, except as permitted in Section 12. Counterparty agrees to notify Tesla within a commercially reasonable time if (a) it has knowledge of third-parties impairing or misusing the Supercharger Station, or (b) it obtains knowledge of a needed repair to the Supercharger Station. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, then the Parties shall reasonably cooperate to implement an appropriate and effective strategy for preventing such impairment, which may include, without limitation, alternative signage and painted asphalt.
14. **PAYMENTS TO COUNTERPARTY:** Other than parking fees charged to all users of the Property, Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with use of the Supercharger Station.
15. **SIGNAGE:** Subject to applicable Laws (as defined in Section 35), Tesla shall install signage for the Dedicated Stalls substantially similar to the signage represented in Exhibit B ("Signage"). Any material revisions or additions to the Signage shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.
16. **EVENT OF DEFAULT AND CURE; BREACH:**
  - A. In the event either Party fails to perform any duty, obligation or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur provided, however, that for each Events of Default, the Party alleging an Event of Default shall first give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which specifies: (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 will be cured, which will not be less than thirty (30) calendar days, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the thirty (30) calendar day cure period, or such extended period of time if a cure is not reasonably possible within such thirty (30) calendar days provided that the defaulting Party has commenced such cure and is diligently prosecuting such cure to completion.
  - B. In addition to any Event of Default described under subsection (A) of this Section, above, the



**CONTRACT NO. 1960**

following shall also constitute an Event of Default; (i) the assignment of this Agreement by Tesla without the prior written approval of Counterparty (where such approval is required pursuant to Section 19) where such assignment is not cured within the cure period set forth under subsection 16(A), above; (ii) the filing by or against Tesla of a petition to have Tesla adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tesla, the same is dismissed within sixty (60) calendar days); (iii) the appointment of a trustee or a receiver to take possession of substantially all of Tesla's assets located on the Premises or of Tesla's interest in this Agreement, where possession is not restored to Tesla within sixty (60) calendar days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tesla's assets located on the Premises or of Tesla's interest in this Agreement, where such seizure is not discharged in sixty (60) calendar days.

- C. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
17. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each Party shall have all remedies available at law or in equity if a breach by the other Party has occurred and is continuing. In addition, if a breach by Tesla has occurred and is continuing, then Counterparty, may: (a) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or (b) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the state where the Premises are located then in effect.
18. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, each Party expressly releases the other from any claims for, speculative, indirect, consequential or punitive damages, including any lost sales or profits of the other Party.
19. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a Tesla Affiliate, for which no consent of Counterparty shall be required. "**Affiliate**" means an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity. Subject to Section 16(B), above, any assignment or attempted assignment of this Agreement by Tesla without the prior written consent of Counterparty as provided herein shall be void and of no force or effect.
20. **INDEMNIFICATION:**
- A. **Counterparty:** Except to the extent a claim arises from any negligence or willful misconduct of a Counterparty Indemnified Party, Tesla hereby agrees to indemnify, hold harmless and defend Counterparty, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "**Counterparty Indemnified**")



**CONTRACT NO. 1960**

Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Tesla's use of the Premises; (ii) Tesla's breach of this Agreement; or (iii) bodily injury or damage to real or tangible personal property caused by the use of the Trade Fixtures.

- B. Tesla: Except to the extent a claim arises from any negligence or willful misconduct of a Tesla Indemnified Party, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its Affiliates and their respective directors, officers, managers, members, employees, agents and representatives (each a "Tesla Indemnified Party") from all losses and liabilities, including court costs and reasonable attorneys' fees, on account of or arising out of or alleged to have arisen out of any third party claim directly related to: (i) Counterparty's entry onto the Premises; or (ii) Counterparty's breach of this Agreement.
21. **LIENS**: Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to Tesla at the Premises.
22. **DESTRUCTION**: Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate this Agreement.
23. **INSURANCE**: Tesla shall carry commercial general liability insurance with limits of not less than Two Million Five Hundred Thousand dollars (\$2,500,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million dollars (\$5,000,000). The total limits required above may be met by any combination of primary and excess liability insurance. Counterparty and Counterparty's elected and appointed officials, officers, employees, agents and volunteers shall be included as additional insured on all such policies of insurance. A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Tesla will also carry worker's compensation insurance in accordance with state and federal law.
24. **TAXES**: Tesla understands and acknowledges that the Trade Fixtures installed at the Property may be subject to possessory interest taxes pursuant to Section 107 of the Revenue and Taxation Code and Section 33673 of the Health and Safety Code. Tesla shall promptly pay such taxes following receipt of a written notice from Counterparty stating that such tax is due, with adequate supporting documentation showing the amount of such tax. Tesla shall have the right to challenge such tax and Counterparty, at no expense, shall reasonably cooperate in such challenge.
25. **PUBLICITY**: Neither Party will use the other Party's name, trademark or logo without obtaining the other Party's prior written consent.
26. **ENVIRONMENTAL MATTERS**: Counterparty is not aware of any environmental contamination at the Premises that violates any applicable environmental law. Counterparty agrees that it will indemnify and hold Tesla harmless from all costs from, and Tesla shall have no liability for, any environmental contamination of the Property, unless caused by Tesla, its agents, employees or contractors. During the Term, Counterparty is responsible for remediating any pre-existing contamination and any contamination not caused by Tesla, its agents, contractors or employees, but only to the extent required by applicable environmental law.

**CONTRACT NO. 1960**

27. **NOTICES:** All notices, demands and approvals shall be in writing and shall be delivered by prepaid first class certified mail, or by a reputable overnight delivery service, to the addresses of the respective Party as specified in Section 1. Notice given by certified mail shall be deemed given on the second business day after deposit in the United States Mail, and any notice given by overnight delivery service shall be deemed given on the next business day after deposit with such overnight delivery service. Copies of notices, demands and approvals shall also be delivered if a "copy to" e-mail or other address is specified in Section 1. Notwithstanding the foregoing, as provided in Section 4, Counterparty may approve the plans and specifications by e-mail. Either Party may change their respective address for notices by giving written notice of such new address in accordance with the provisions of this Section 27.
28. **BROKERS:** Each Party represents to the other Party that it has not dealt with any broker and each Party hereby agrees to indemnify and hold the other Party harmless from all losses and liabilities, including court costs and reasonable attorneys' fees, arising out of any claims for commissions or fees related to any broker, finder or similar person with whom the indemnifying Party has dealt, or purportedly has dealt, in connection with this Agreement.
29. **SALE OR TRANSFER:** In the event of a sale or transfer of all or a portion of Counterparty's interest in the Property or Premises while this Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises and Counterparty warrants that any transferee shall be bound by all terms and conditions of this Agreement, and shall obtain any necessary documents to confirm such assignment.
30. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
31. **SUBORDINATION:** This Agreement is subject to and subordinate to all ground or superior leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such ground or superior leases and mortgages; provided that Tesla's rights under this Agreement shall not be disturbed by such subordination so long as Tesla is not in breach of this Agreement. This Section 31 shall be self-operative and no further instrument of subordination or non-disturbance shall be required by any ground or superior lessor or by any mortgagee, affecting any lease or the Property.
32. **FORCE MAJEURE:** If either Party's performance of its obligations under this Agreement is delayed by Force Majeure, then such Party's time of performance will be extended by a corresponding number of days. As used in this Agreement, "**Force Majeure**" means an act, event, condition or requirement beyond such party's reasonable control, including, without limitation, labor disputes, governmental restrictions, natural disasters, fire, flood, inclement weather, explosion, embargoes, war, terrorism, civil disturbance or other similar events.
33. **INCENTIVES:** Counterparty agrees that Tesla shall own and receive the benefit of any Incentives derived from the construction, ownership, use and operation of the Supercharger Station. Counterparty will cooperate with Tesla in obtaining all Incentives, provided that Counterparty is not obligated to incur any out-of-pocket costs in doing so unless reimbursed by Tesla. If any Incentives are paid directly to Counterparty, Counterparty agrees to immediately pay such amounts over to Tesla. "**Incentives**" means (i) electric vehicle charging or renewable energy

**CONTRACT NO. 1960**

credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (ii) rebates or other payments based in whole or in part on the cost or size of equipment, (iii) performance-based incentives paid as periodic payments, (iv) tax credits, grants or benefits, and (v) any other attributes, commodities, revenue streams or payments, in each of (i) through (v) under any present or future law, standard or program, or paid by a utility or any governmental, regulatory or administrative authority.

34. **RIGHT OF COUNTERPARTY TO RELOCATE SUPERCHARGER STATION:** Counterparty shall have the one-time right during the Term to order the relocation of the Supercharger Station to another location within the Property, or any other parking lot owned by Counterparty within the Central Business District of San Fernando, California which Counterparty deems suitable for such facilities, at the sole cost of the Counterparty, provided that (i) the new location provides for the same footprint for charging stalls and charging equipment, (ii) the new location can be supplied with equivalent utility service, (iii) the new location is similar in terms of ease of access, safety, security, and proximity to amenities, (iv) Counterparty shall provide Tesla with no less than 120 calendar days prior written notice of any such ordered location, and (v) Counterparty obtains Tesla's written approval of the new location, which shall not be unreasonably withheld, conditioned or delayed. In all relocation scenarios, the relocation plan shall make best efforts to ensure that the new Supercharger Station location is open to the public before the former Supercharger Station location is decommissioned.
35. **COMPLIANCE WITH LAW:** Each Party shall comply with all applicable codes, laws and ordinances ("Laws") in fulfilling its respective obligations under this Agreement. Each Party represents that it is in good standing under the Laws of the state of its organization.
36. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state where the Premises are located.
37. **WAIVER OF JURY TRIAL:** COUNTERPARTY AND TESLA EACH WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT.
38. **INTERPRETATION:** The headings and defined terms in this Agreement are for reference purposes only and may not be construed to modify the terms of this Agreement. Neither Party shall have the right to unilaterally revoke or terminate this Agreement, unless such revocation or termination is pursuant to the explicit terms of this Agreement.
39. **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision shall be valid and enforceable to the fullest extent permitted by law.
40. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Electronic signatures and other signed copies transmitted electronically in PDF or similar format shall be treated as originals.


*[Signature page follows.]*

**CONTRACT NO. 1960**

**IN WITNESS WHEREOF**, the Parties have each caused an authorized representative to execute this Agreement as of the date signed below.

**COUNTERPARTY:**

City of San Fernando  
a Municipal Corporation

By: 

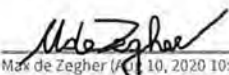
Name: Nick Kimball

Title: City Manager

Date: 8/10/2020

**TESLA:**

Tesla, Inc.  
a Delaware corporation

By:   
Max de Zegher (08/10/2020 10:54 PDT)

Name: Maximilien de Zegher

Title: Senior Manager, North America Charging Infrastructure

Date: August 10 2020



CONTRACT NO. 1960

## EXHIBIT A

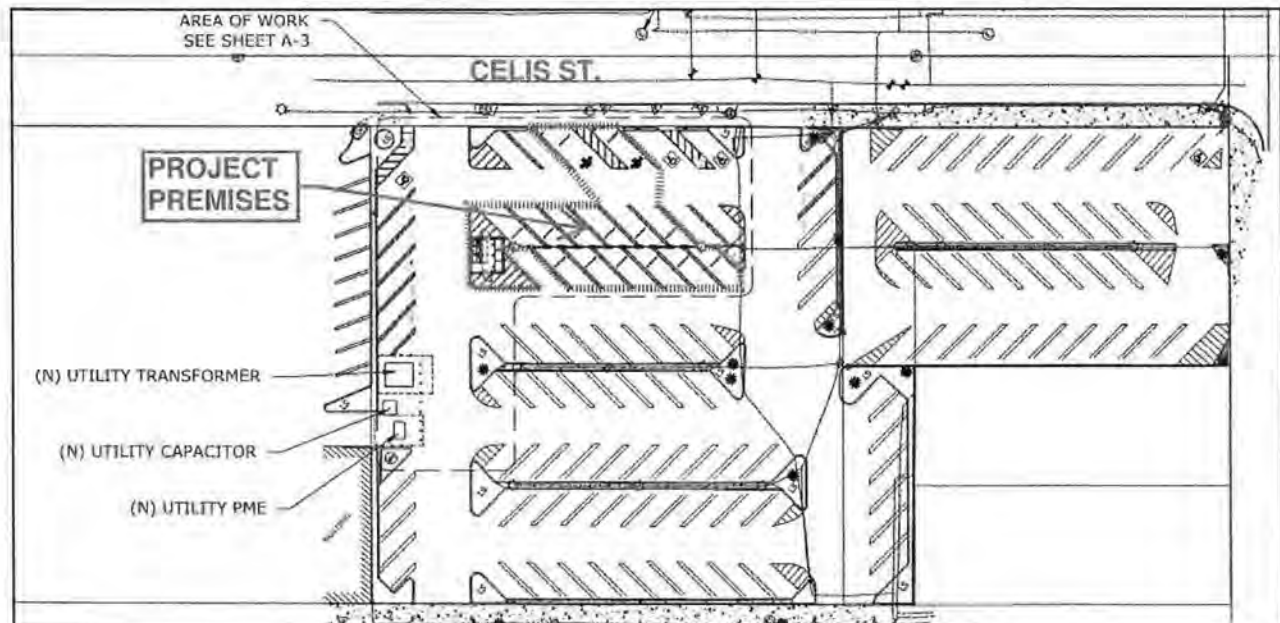
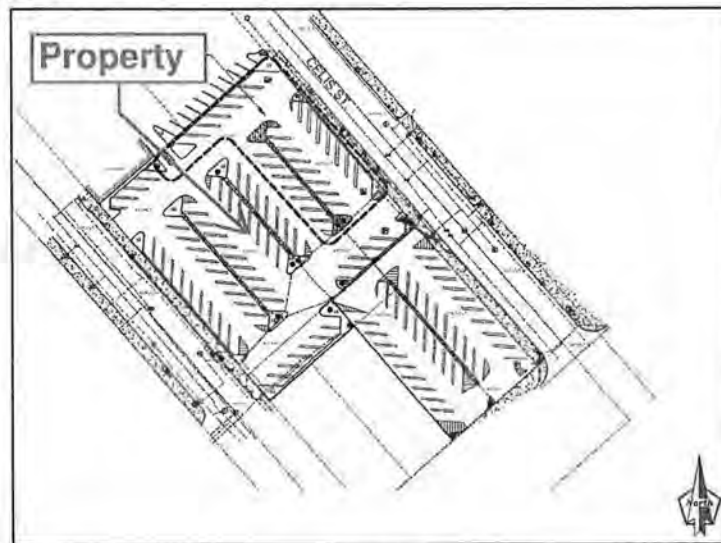
## Property and Premises Descriptions and Depiction

**Property:**

Parking Lot 8 owned by the City of San Fernando, with a lot sq. ft. of 43,070 sq. ft.  
Assessors Identification No. 2522-004-904

**Legal Description:**

PORTER LAND AND WATER CO'S RE SURVEY OF SAN FERNANDO LOTS 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37, 38 AND 39 AND NW 30 FT OF SW 100 FT OF VAC ST ADJ ON SE AND LOT 40 BLK 17

**Premises and Property Depiction:**

**CONTRACT NO. 1960****EXHIBIT B****Supercharger Station**

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this Agreement and the Approved Plans.

The "**Supercharger Station**" shall consist of: (a) necessary utility infrastructure, which may include a utility transformer, metering equipment, conduit, wiring and concrete pads (collectively, the "**Infrastructure**"); and (b) certain trade fixtures as determined by Tesla, which shall include (12) charge posts ("**Superchargers**"), two (2) Wall Connectors, power electronics equipment, switchgear and Signage, and may also include, without limitation, other visual barriers, a canopy, solar panels and an energy storage system (collectively, the "**Trade Fixtures**").

**Signage****Dedicated Stall Sign Example**





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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Vice Mayor Mary Mendoza

**Date:** January 4, 2021

**Subject:** Consideration to Approve a Partnership with the East Los Angeles College Foundation and California Student Aid Commission to Promote the "Second Annual CALSOAP LA College and Career Expo" through the City's Social Media, and Approve Use of the City Seal

### RECOMMENDATION:

I have placed this item on the agenda and recommend that the City Council:

- a. Discuss and approve a one-time partnership with the East Los Angeles College Foundation and California Student Aid Commission to promote the "Second Annual California Student Opportunity and Access Program (CALSOAP) LA College and Career Expo"; and
- b. Approve the use of the City Seal to allow CALSOAP LA to use the City name and City Seal on event promotional materials; and
- c. Approve providing promotional information related to the event through the City's Website and Social Media outlets.

### BACKGROUND/ANALYSIS:

The East Los Angeles College Foundation, California Student Aid Commission CALSOAP was formed with the program's primary goal to improve the flow of information about post-secondary education and financial aid while raising the achievement levels of low-income, elementary and secondary school students or geographic regions with documented low-eligibility or college participation rates, and who are first in their families to attend college.

1. On November 25, 2020, Vice Mayor Mendoza received correspondence from CALSOAP (Attachment "A") announcing the upcoming Los Angeles College Foundation's Second Annual College and Career Expo being held virtually on February 13, 20 and 27, and requested the City of San Fernando to partner with the program by contributing in the following:

**Consideration to Approve a Partnership with the East Los Angeles College Foundation and California Student Aid Commission to Promote the “Second Annual CALSOAP LA College and Career Expo” through the City’s Social Media, and approve use of the City Seal**

Page 2 of 2

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- a. Allowing CALSOAP LA to use the City name and City Seal on event informational materials to increase recognition and credibility for the event; and
- b. Promote the event through the City’s website and social media campaigns.

**BUDGET IMPACT:**

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

**ATTACHMENT:**

- A. Correspondence and Flyer

**From:** [Julia Fritz](#)  
**To:** [Julia Fritz](#)  
**Subject:** RE: Join CALSOAP LA as a Partner for the Second Annual College & Career Expo this February 2021!  
**Date:** Monday, December 28, 2020 11:06:05 AM  
**Attachments:** [image002.png](#)  
[image004.png](#)

---

**From:** "Angelica D'Egidio" <[angelica@santamariagroup.com](mailto:angelica@santamariagroup.com)>  
**To:** "Mary Mendoza" <[MMendoza@sfcity.org](mailto:MMendoza@sfcity.org)>  
**Subject:** Re: Join CALSOAP LA as a Partner for the Second Annual College & Career Expo this February 2021!

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Honorable Vice Mayor Mendoza,

Thank you for your response! There is no fee associated with a partnership; it's more so about utilizing the channels available to you through the City of San Fernando (ie. city digital marketing like social media, newsletters, etc.) to promote the event to your constituency! We also use your name and logo to boost recognition for the event as well! Financial contributions are welcome but not required, and we would be excited to have you on board!

Please feel free to let me know if you have any other questions and we look forward to hearing from you! Stay safe! Happy holidays!

Best Regards,

Angelica D'Egidio  
The Santa Maria Group  
1801 E. 7th Street, Los Angeles, CA 90021  
Email: [angelica@santamariagroup.com](mailto:angelica@santamariagroup.com)  
Office: 213-346-0400  
Cell: 818-397-8342  
Pronouns: She | Her | Hers  
[www.santamariagroup.com](http://www.santamariagroup.com)

On Tue, Dec 22, 2020 at 10:38 PM Mary Mendoza <[MMendoza@sfcity.org](mailto:MMendoza@sfcity.org)> wrote:

Hello Ms. D'Egidio,  
Thank you for your email. Is there a fee associated with the partnership?  
Mary Mendoza, Vice Mayor  
City of San Fernando

---

**From:** Angelica D'Egidio <[angelica@santamariagroup.com](mailto:angelica@santamariagroup.com)>

**Sent:** Wednesday, November 25, 2020 2:12 PM

**To:** Yicel Paez <[yicel@calsoapla.org](mailto:yicel@calsoapla.org)>; Angelica D'Egidio  
<[angelica@santamariagroup.com](mailto:angelica@santamariagroup.com)>

**Subject:** Join CALSOAP LA as a Partner for the Second Annual College & Career Expo this February 2021!

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

***\*Please forward this to the appropriate person as needed.***



### **CALSOAP LOS ANGELES**

P.O. Box 286  
Monterey Park, CA 91754

### **RE: JOIN US AS A PARTNER FOR THE SECOND ANNUAL CALSOAP LA COLLEGE AND CAREER EXPO THIS FEBRUARY 2021**

In partnership with the East Los Angeles College Foundation and California Student Aid Commission (CSAC), the California Student Opportunity and Access Program Los Angeles Consortium (CALSOAP LA) is proud to invite you to be a **partner** for our **Second Annual CALSOAP LA College and Career Expo**, which will take place on **Zoom** over **three consecutive Saturdays, February 13<sup>th</sup>, 20<sup>th</sup>, and 27<sup>th</sup>**, from **10:00 AM to 2:00 PM**. Please **RSVP** through our **Eventbrite** link below.

[\*\*RSVP on Eventbrite!\*\*](#)

resources about numerous colleges and universities, career and technical education pathways, scholarships opportunities, and much more so that students can successfully set and reach their academic goals.

### **WHAT DOES A PARTNER DO?**

It is our sincere hope that you will join us in bringing valuable resources to our LAUSD students. As a partner, there are many ways you can contribute to this event, including:

- **Allowing CALSOAP LA to use your name and logo on our materials to increase recognition and credibility for the event.**



- recognition and credibility for the event;
- Inviting attendees and relevant exhibitors who have a relationship with;
- Participating in the program of the event as a speaker and/or exhibitor; and
- Promote the event through your website, social media, email blasts, and/or printed materials.

With your help, we can truly make this event a success and help the students of Los Angeles strive to reach their fullest potential. We thank you for your consideration and look forward to working with you!

Sincerely,



**YICEL PAEZ**

**Program Director, CALSOAP LA**

calsoapexpo@gmail.com

(213) 260-0569

## WHAT IS CALSOAP?

Established by the California State Legislature in 1978, CALSOAP has worked to raise the academic achievement levels and increase the college preparation skills of historically underrepresented students. Through its 15 consortia, CALSOAP is instrumental in improving the flow of information about post-secondary education and financial aid for low-income elementary and secondary school students living in geographic regions with documented low-eligibility or college participation rates along with students who are the first in their families to attend college.

Currently, CALSOAP LA offers services to 14 high schools in the Greater Los Angeles area, of which all enrolled students are eligible for services regardless of income, grade point average, and citizenship status. At these target high schools, CALSOAP LA student success coaches will target and case manage 9th through 12th graders by helping students devise their post-secondary path and develop custom college and career plans based on students' personal needs and interests.

Furthermore, a primary focus area for the CALSOAP LA Program is ensuring that ALL students are financially ready to attend college. For this reason, CALSOAP LA maintains that increasing FAFSA and CADAA completion rates is a top priority. CALSOAP LA has also developed a first-year success program, which helps first-year college students persist through their first year of post-secondary education. Our first-year success coaches help first-time, first-generation students navigate higher education campuses and assist them with the social and emotional transitions that often come with attending college. We hope you will join us in furthering the academic success of our students this February!

## OUR PARTNERS AND SCHOOLS

Princeton Review  
Families In Schools  
Pasadena City College  
East Los Angeles College  
Los Angeles Cash for College  
L.A. Trust for Children's Health  
Pasadena Tournament of Roses  
Pasadena Unified School District

Blair High School  
Crenshaw STEMM  
Jordan High School  
Dorsey High School  
El Monte High School  
John Muir High School  
South East High School  
South Gate High School

Campaign for College Opportunity  
Los Angeles Unified School District  
El Monte Union High School District  
Partnership for Los Angeles Schools  
University of California–Los Angeles

Mountain View High School  
Huntington Park High School  
Linda Marquez High School -  
LIBRA, HPIAM, and Social Justice  
Sotomayor Arts & Sciences Magnet

Sincerely,

**Angelica D'Egidio**  
**The Santa Maria Group**  
**1801 E. 7th Street, Los Angeles, CA 90021**  
**Email: [angelica@santamariagroup.com](mailto:angelica@santamariagroup.com)**  
**Office: 213-346-0400**  
**Cell: 818-397-8342**  
**[www.santamariagroup.com](http://www.santamariagroup.com)**

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**CSAC**  
**CALSOAP**  
**LOS ANGELES**  
**CONSORTIUM**



# SAVE THE DATE

**FOR THE ANNUAL CAL-SOAP L.A.  
COLLEGE & CAREER EXPO**

**JOIN US FOR A VIRTUAL COLLEGE AND CAREER EXPO  
ON THE FOLLOWING THREE SATURDAYS IN FEBRUARY 2021:  
FEBRUARY 13<sup>TH</sup> , 20<sup>TH</sup> , AND 27<sup>TH</sup> FROM 10:00 AM TO 1:00PM**

## OUR PARTNERS



# DAY 1: FEBRUARY 13



## FINANCIAL AID AND COLLEGE AFFORDABILITY



WITH STUDY SMART TUTORS & CAL-SOAP LONG BEACH

# DAY 2: FEBRUARY 20

## FIRST YEAR PERSISTENCE

# DAY 3: FEBRUARY 27

## COLLEGE & CAREER EXPLORATION

## CONTACT US

YICEL PAEZ AND REYNA VERDUZCO  
EMAIL: [CALSOAPLA@GMAIL.COM](mailto:CALSOAPLA@GMAIL.COM)  
OFFICE: 213-260-0569

LEARN MORE  
[WWW.CALSOAPLA.ORG](http://WWW.CALSOAPLA.ORG)

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