



SAN FERNANDO

MAYOR/CHAIR SYLVIA BALLIN
VICE MAYOR/VICE CHAIR MARY MENDOZA
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ
COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

CITY OF SAN FERNANDO

CITY COUNCIL

AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, DECEMBER 6, 2021 – 6:00 PM

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340**

WATCH THE MEETING: Live stream with audio and video, via YouTube Live, at:

<https://www.youtube.com/c/CityOfSanFernando>

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

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.

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.

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PUBLIC STATEMENTS

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR NOVEMBER 15, 2021 SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 21-121 approving the Warrant Register.

3) CONSIDERATION TO APPROVE CALENDAR YEAR 2022 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Recommend that the City Council approve the Business Permits for Calendar Year 2022 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the San Fernando City Code.

4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE EXECUTION OF SETTLEMENT AGREEMENTS WITH CERTAIN MANUFACTURERS, DISTRIBUTORS, AND RETAILERS OF OPIOID PHARMACEUTICALS

Recommend that the City Council:

- a. Adopt Resolution No. 8106 authorizing the City to enter into settlement agreements with certain manufacturers, distributors, and retailers of opioid pharmaceuticals;
- b. Authorize the City Manager to execute the participation agreements and settlement agreements with Distributors and Janssen.

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5) CONSIDERATION TO APPROVE THE DISPOSITION OF SURPLUS CITY-OWNED VEHICLES AND EQUIPMENT

Recommend that the City Council:

- a. Declare all the items on the Surplus City-Owned Vehicle and Equipment List as surplus; and
- b. Authorize the City Manager to dispose of surplus City-owned vehicles and equipment in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

6) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR SWEEPING AND PRESSURE WASHING OF CITY-OWNED PARKING LOTS, ALLEYS, SIDEWALKS, AND TRASH ENCLOSURES IN THE DOWNTOWN MALL AREA

Recommend that the City Council authorize the formal solicitation of bids for sweeping and pressure washing services to be advertised and publicly noticed for no less than 14 days prior to the opening of bids.

7) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR THE DEVELOPMENT OF AN URBAN FOREST MANAGEMENT PLAN

Recommend that the City Council:

- a. Adopt Resolution No. 8109 authorizing the filing of a grant application to California Department of Forestry and Fire Protection for the development of an Urban Forest Management Plan;
- b. Authorize the City Manager to accept the grant funds, if awarded;
- c. Authorize the City Manager or designee, to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

8) CONSIDERATION TO AUTHORIZE THE PURCHASE OF A NICE LOGGING RECORDER FROM MOTOROLA SOLUTIONS, INC.

Recommend that the City Council:

- a. Waive formal bidding and authorize the purchase of a NICE Logging Recorder from Motorola Solutions, Inc. through a cooperative purchasing contract with the County of Los Angeles, contract # MA-IS-1740313; and

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- b. Authorize the City Manager to execute a Purchase Order with Motorola Solutions, Inc. in an amount not to exceed \$96,000.

9) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR CITY-WIDE RADIO SYSTEM AND WIRELESS BROADBAND VIDEO NETWORK MAINTENANCE SERVICES

Recommend that the City Council:

- a. Approve a five-year Professional Services Agreement (Contract No. 2041) with Bear Communications, Inc., dba BearCom for City-Wide Radio System and Wireless Broadband Video Network Maintenance Services for a not-to-exceed amount of \$776,709 for the term of the Agreement; and
- b. Authorize the City Manager to execute the Professional Services Agreement and all related documents.

10) CONSIDERATION TO ADOPT RESOLUTIONS TO ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM

Recommend that the City Council:

- a. Accept the State of California Department of Justice Tobacco Grant Program DOJ-PROP56-2021-22-1 in the amount of \$113,735;
- b. Adopt Resolution No. 8107 authorizing the Police Chief to execute the Tobacco Grant Program with California Department of Justice; and
- c. Adopt Resolution No. 8108 amending the budget for Fiscal Year 2021-2022 to appropriate the grant revenues and expenses.

11) CONSIDERATION TO APPROVE AN EXECUTIVE ORDER EXTENDING THE COVID-19 OUTDOOR SERVICES PERMIT PROGRAM THROUGH JUNE 30, 2022

Recommend that the City Council approve Executive Order No. 2021-12-06 extending COVID-19 Outdoor Services Permit regulations through June 30, 2022.

12) RECEIVE AND FILE AN UPDATE REGARDING COVID-19 RESPONSE EFFORTS

Recommend that the City Council receive and file an update related to the City's COVID-19 efforts, including, but not limited to the City's COVID-19 planning, response, enforcement; education and outreach efforts; financial assistance programs and the pursuit of funding opportunities; COVID-19 related policy initiatives; and related recommendations, as appropriate.

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ADMINISTRATIVE REPORTS

13) CONSIDERATION TO AUTHORIZE THE PURCHASE OF BODY-WORN CAMERA SYSTEMS AND DIGITAL IN-VEHICLE CAMERA/VIDEO SYSTEMS WITH INTEGRATED AUTOMATED LICENSE PLATE READER SYSTEMS FROM AXON, INC.

Recommend that the City Council:

- a. Waive formal bidding and authorize the purchase of Body-Worn Camera Systems and Digital In-Vehicle Camera/Video System, along with integrated Automated License Plate Readers from Axon Inc.; and
- b. Authorize the City Manager to execute a Purchase Order with Axon, Inc. in an amount not to exceed \$495,000.

14) CONSIDERATION TO AWARD A CONTRACT FOR SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT, JOB NO. 7601, PLAN NO. P-732

Recommend that the City Council:

- a. Accept the lowest responsive bid from Ortiz Enterprises, Inc. for construction of the improvements related to the San Fernando Regional Infiltration Project;
- b. Authorize the City Manager to execute a Construction Contract, and all related documents, with Ortiz Enterprises, Inc., (Contract No. 2042) for an amount not-to-exceed \$11,189,930; and
- c. Authorize the City Manager to approve change orders not-to-exceed 10% contingency (\$1,118,993).

15) CONSIDERATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR CITY ENGINEERING, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM, WATER AND WASTEWATER, AND PAVEMENT ENGINEERING SERVICES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2043) with Willdan Engineering, in an amount not to exceed the annual City Council approved budgeted expenditure for City Engineering Services for a three-year term, with a City option to renew for two additional years;
- b. Approve a Professional Services Agreement (Contract No. 2044) with CWE, in an amount not to exceed the annual City Council approved budgeted expenditure for Water and Wastewater Engineering Services for a three-year term, with a City option to renew for two additional years;

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- c. Approve a Professional Services Agreement (Contract No. 2045) with Willdan Engineering, in an amount not to exceed the annual City Council approved budgeted expenditure for National Pollutant Discharge Elimination System (NPDES) Consulting Services for a three-year term, with a City option to renew for two additional years;
- d. Approve a Professional Services Agreement (Contract No. 2046) with GMU Pavement Engineering Services, in an amount not to exceed the annual City Council approved budgeted expenditure for Pavement Engineering Services for a three-year term, with a City option to renew for two additional years; and
- e. Authorize the City Manager to execute all proposed agreements and related documents.

16) ANNUAL REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND VICE MAYOR

Recommend that the City Council proceed with their annual reorganization for the selection of Mayor and Vice Mayor in accordance with Section 11.1 Reorganization of the City Council Procedural Manual.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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.

Julia Fritz, CMC

City Clerk

Signed and Posted: December 2, 2021 (5:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meetings of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

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

**Regular Meeting
San Fernando City Council
and Successor Agency to the
San Fernando Redevelopment Agency**

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 15, 2021 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Ballin called the special meeting to order at 5:01 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Hector Pacheco, Cindy Montañez, and Celeste Rodriguez (arrived at 5:30 p.m.)

Staff: City Manager Nick Kimball and Assistant City Attorney Richard Padilla

Absent: None

APPROVAL OF AGENDA

Motion by Vice Mayor Mendoza, seconded by Councilmember Montañez to approve the agenda.
Motion carried with Councilmember Rodriguez absent.

PUBLIC STATEMENTS - WRITTEN/ORAL None

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

By consensus, Councilmembers recessed to Closed Session.

Councilmember Celeste Rodriguez arrived at 5:30 p.m. directly into the Closed Session meeting.

A) **CONFERENCE WITH LABOR NEGOTIATOR
PURSUANT TO G.C. §54957.6:**

Designated City Negotiators:
City Manager Nick Kimball

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SPECIAL MEETING MINUTES – November 15, 2021**

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Employees and Employee Bargaining Units:

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

**B) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION
PURSUANT TO G.C. §54957:**

Title of Employee: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on November 15, 2021, at 5:00 p.m.

ADJOURNMENT

The City Council adjourned the special meeting at 6:08 p.m. to the regular meeting at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 15, 2021, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Sonia Gomez-Garcia, Interim Director of Finance/City Treasurer

Date: December 6, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-121 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Director of Finance/City Treasurer 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/City Treasurer hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 21-121

RESOLUTION NO. 21-121

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED
ON DEMAND/ WARRANT REGISTER NO. 21-121**

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

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2021.

Sylvia Ballin, Mayor of the City of San
Fernando, California

ATTEST:

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. 21-121 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 6th day of December, 2021, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of _____, _____.

Julia Fritz, City Clerk

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224917	12/6/2021	891587 ABLE MAILING INC.	34751		NOV'21-MAILING AND FULFILLMENT SE	
				12444	072-360-0000-4300	102.71
				12444	070-382-0000-4300	102.71
			34752		OCT'21-WATER ENVELOPE STORAGE	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total :	230.42
224918	12/6/2021	888356 ADVANCED AUTO REPAIR	1528		CATALYTIC CONVERTER REPLACEMENT	
				12563	072-360-0000-4400	984.07
			1529		CATALYTIC CONVERTER REPLACEMENT	
				12563	041-320-0370-4400	1,200.00
			1535		CATALYTIC CONVERTER REPLACEMENT	
				12563	041-320-0311-4400	1,206.69
			1536		CATALYTIC CONVERTER REPLACEMENT	
				12563	041-320-0390-4400	1,294.56
			1538		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0225-4400	794.04
			1539		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0224-4400	386.01
					Total :	5,865.37
224919	12/6/2021	891969 ADVANCED PURE WATER SOLUTIONS	1057154		DRINKING WATER	
					001-222-0000-4300	98.55
					Total :	98.55
224920	12/6/2021	887377 AKEMON, DOLORES	NOV 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
224921	12/6/2021	889043 ALADIN JUMPERS	8328		TABLES & DANCE FLOOR RENTAL-10/3	
					001-424-0000-4260	1,107.00
					Total :	1,107.00
224922	12/6/2021	893813 ALMANZA, LAURAMARIE C	REIMB.		SUPPLIES FOR SENIOR WEEKLY BINGO	
					004-2346	147.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224922	12/6/2021	893813 893813 ALMANZA, LAURAMARIE C	(Continued)		Total :	147.94
224923	12/6/2021	100143 ALONSO, SERGIO	OCT 2021		MARIACHI MASTER APPRENTICE PRO	
				12570	109-424-3656-4260	1,435.00
					Total :	1,435.00
224924	12/6/2021	887695 AL'S KUBOTA TRACTOR	218308		MAINTENANCE SUPPLIES	
					041-320-0390-4400	365.85
					Total :	365.85
224925	12/6/2021	100165 AMERICAN WATER WORKS, INC.	31807		VEHICLE MAINT - PW8086	
					029-335-0000-4400	1,112.99
					Total :	1,112.99
224926	12/6/2021	100188 ANDY GUMP INC.	INV866849		PORTABLE RESTROOM SERVICE	
			INV869007	12491	121-390-3689-4260	197.17
				12491	PORTABLE RESTROOM SERVICE	
					043-390-0000-4260	115.36
					Total :	312.53
224927	12/6/2021	100191 ANGELES SHOOTING RANGE	11062		SHOOTING RANGE TRAINING	
					001-225-0000-4360	200.00
					Total :	200.00
224928	12/6/2021	100204 AQUA-METRIC SALES COMPANY	INV0085253		LARGE COMPOUND WATER METERS	
				12468	070-385-0700-4600	2,783.71
					Total :	2,783.71
224929	12/6/2021	893441 ARAMARK REFRESHMENT SERVICES	11811587		EMPLOYEE BREAK ROOM SUPPLIES	
				12451	001-222-0000-4300	184.72
					Total :	184.72
224930	12/6/2021	888321 ARRIZON, FRANCISCO	NOV 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
224931	12/6/2021	100222 ARROYO BUILDING MATERIALS, INC	264150		HARDWARE SUPPLIES & CONCRETE U	
				12461	001-311-0000-4300	203.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224931	12/6/2021	100222 ARROYO BUILDING MATERIALS, INC	(Continued) 264151			
			264162	12461	HARDWARE SUPPLIES & CONCRETE U 001-311-0000-4300	12.09
			264210	12461	HARDWARE SUPPLIES & CONCRETE U 001-311-0000-4300	153.21
			264863	12461	HARDWARE SUPPLIES & CONCRETE U 001-311-0000-4300	168.65
				12461	HARDWARE SUPPLIES & CONCRETE U 001-311-0000-4300	216.06
					Total :	753.97
224932	12/6/2021	889626 ASSETWORKS, INC	MA21-265		ANNUAL RENEWAL FEE - 12/01/21-11/30 001-135-0000-4260	1,600.00
					Total :	1,600.00
224933	12/6/2021	102530 AT & T	818-270-2203		PD NETWORK LINE NOV 2021 001-222-0000-4220	220.97
					Total :	220.97
224934	12/6/2021	889037 AT&T MOBILITY	287277903027X1108202		MODEM FOR ELECTRONIC MESSAGE I 001-310-0000-4220	100.39
					Total :	100.39
224935	12/6/2021	892412 AT&T MOBILITY	287297930559X1110202		MDT MODEMS PD UNITS OCT 2021 001-222-0000-4220	543.79
					Total :	543.79
224936	12/6/2021	889942 ATHENS SERVICES	11260373		CITY STREET SWEEPING 011-311-0000-4260	14,552.40
				12528	001-343-0000-4260	2,891.00
					Total :	17,443.40
224937	12/6/2021	893176 AUTOZONE STORE 5681	5681175639		SEAT COVER -PD3286 041-320-0228-4400	35.49
			5681176794		WHEEL COVER - PW3241 029-335-0000-4400	26.72
					Total :	62.21

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224938	12/6/2021	893013 AYSON, LEILANI	NOV 2021			
				12546	CONTRACTED INSTRUCTOR: ZUMBA 017-420-1337-4260	209.00
					Total :	209.00
224939	12/6/2021	890546 BARAJAS, CRYSTAL	OCT 2021			
				12571	MARIACHI MASTER APPRENTICE PRO 109-424-3656-4260	220.00
					Total :	220.00
224940	12/6/2021	892784 BARAJAS, MARIA BERENICE	NOV 2021			
				12547	CONTRACTED INSTRUCTOR (TBC/CYC 017-420-1337-4260	715.00
					Total :	715.00
224941	12/6/2021	892426 BEARCOM	5284847		OCT'21-RADIO COMM SYST & WIRELES 001-135-0000-4260	7,610.41
			5285724	12535	NOV'21-RADIO COMM SYST & WIRELES 001-135-0000-4260	7,610.41
					Total :	15,220.82
224942	12/6/2021	891301 BERNARDEZ, RENATE Z.	608		INTERPRETATION SRVCS-CC MTG 11/1 001-101-0000-4270	150.00
					Total :	150.00
224943	12/6/2021	100434 BROWNELLS, INC.	21688507.00		GUN CLEANING SUPPLIES 001-222-0000-4300	251.71
					Total :	251.71
224944	12/6/2021	893924 BUCKLEY, BRANDON	TRAVBEL-2		PER DIEM-BASIC JAILER & CORRECTIO 001-225-3688-4360	180.00
			TRAVEL-1		PER DIEM-BASIC JAILER & CORRECTIO 001-225-3688-4360	135.00
			TRAVEL-3		PER DIEM-BASIC JAILER & CORRECTIO 001-225-3688-4360	180.00
			TRAVEL-4		PER DIEM-BASIC JAILER & CORRECTIO 001-225-3688-4360	180.00
					Total :	675.00
224945	12/6/2021	888800 BUSINESS CARD	102221		SHOTGUN EQUIP 001-222-0000-4300	442.25

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224945	12/6/2021	888800 BUSINESS CARD	(Continued) 102521		TOTAL MICRO MEMORY 001-222-0000-4300	125.50
			102521		OFFICE SUPPLIES 001-222-0000-4300	428.77
			110121		LODGING-LEADERSHIP WORKSHOP 001-225-0000-4360	904.08
			110221		INFANT/CHILD KEYS FOR AED'S 001-222-0000-4300	208.37
			110421		INFORMANT DEVELOPMENT COURSE 001-224-0000-4360	50.00
			110521		MATTRESSES 001-222-0000-4300	240.01
			111021		TASER INSTRUCTOR COURSE 001-222-0000-4360	375.00
			111121		LEGISLATIVE UPDATE COURSE 001-225-0000-4360	75.00
					Total :	2,848.98
224946	12/6/2021	892464 CANON FINANCIAL SERVICES, INC	27661705	12470	CANON COPIERS LEASE PAYMENT-NO 001-135-0000-4260	651.40
					Total :	651.40
224947	12/6/2021	892425 CASTRO, ANGIE	102821		PHOTO BOOTH-DIA DE LOS MUERTOS 004-2359	125.00
					Total :	125.00
224948	12/6/2021	893645 CHASE	6078		INTEREST PAYMENT-DEC 2021 070-385-0806-4405	11,630.90
					Total :	11,630.90
224949	12/6/2021	103029 CITY OF SAN FERNANDO	3850-3913		REIMBURSEMENT TO WORKS COMP A 006-1038	26,877.93
					Total :	26,877.93
224950	12/6/2021	100805 COOPER HARDWARE INC.	127856	12454	SUPPLIES FOR P.W. OPS 001-311-0000-4300	44.50

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224950	12/6/2021	100805 COOPER HARDWARE INC.	(Continued) 127916	12454	SUPPLIES FOR P.W. OPS 001-311-0000-4300	105.10
			127944	12454	SUPPLIES FOR P.W. OPS 043-390-0000-4300	37.71
			128061	12454	SUPPLIES FOR P.W. OPS 001-311-0000-4300	47.14
					Total :	234.45
224951	12/6/2021	892687 CORE & MAIN LP	P808965	12471	WATER & FIRE SERVICE LINE MATERIA 070-383-0000-4310	174.27
			P867242	12471	WATER & FIRE SERVICE LINE MATERIA 070-383-0000-4310	1,399.27
			P888373	12471	WATER & FIRE SERVICE LINE MATERIA 070-383-0000-4310	1,571.47
			P906086	12471	WATER & FIRE SERVICE LINE MATERIA 070-383-0000-4310	159.06
					Total :	3,304.07
224952	12/6/2021	892888 CWE	21783	12523	REGIONAL PARK INFILTRATION PROJE 010-310-0620-4600	18,260.10
					Total :	18,260.10
224953	12/6/2021	892741 ELECTRIC GATE STORE, INC	264300		PD GATE SENSORS 043-390-0000-4300	297.40
					Total :	297.40
224954	12/6/2021	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING 001-190-3689-4132	243.00
					Total :	243.00
224955	12/6/2021	890401 ENVIROGEN TECHNOLOGIES INC	0012836-IN	12464	AUG'21-MAINT., REPAIRS, PARTS, LABC 070-384-0857-4260	10,106.80
			0012947-IN	12464	OCT'21-MAINT., REPAIRS, PARTS, LABC 070-384-0857-4260	10,618.94
					Total :	20,725.74

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224956	12/6/2021	103851 EVERSOF, INC.	R2199574		WATER SOFTENER - WELL #2A 070-384-0000-4260	97.94
					Total :	97.94
224957	12/6/2021	890981 FAJARDO, JOEL	SEPT 2021		ARP COBRA PREMIUM ASSISTANCE 001-101-3689-4126	776.45
					Total :	776.45
224958	12/6/2021	892298 FIDUCIARY EXPERTS LLC	000117		457 PLAN FIDUCIARY SRVS, ADMIN & 001-190-0000-4270	1,000.00
					Total :	1,000.00
224959	12/6/2021	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	573.47
			209-150-5250-081292		RADIO REPEATER PD 001-222-0000-4220	46.25
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	51.13
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	46.25
			209-151-4943-081292		RADIO REPEATER PD 001-222-0000-4220	46.25
			818-361-0901-051499		SEWER FLOW MONITOR PW 072-360-0000-4220	65.78
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	111.95
			818-361-2472-031415		PW PHONE LINE 001-190-0000-4220	55.97
			818-361-3958-0914070		PW PHONE LINE 070-384-0000-4220	525.36
			818-361-7825-120512		CNG STATION 074-320-0000-4220	52.93
			818-831-5002-052096		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	57.06
			818-837-2296-031315		POLICE SPECIAL ACTIVITIES PHONE LI 001-222-0000-4220	55.43
					VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	356.47

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224959	12/6/2021	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE LI 001-222-0000-4220	29.27
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	39.44
			818-898-7385-033105		LAS PALMAS FAX NUMBER 001-420-0000-4220	42.53
					Total :	2,155.54
224960	12/6/2021	887249 GALLS, LLC	019611894		PD JACKET 001-222-0000-4300	91.68
					Total :	91.68
224961	12/6/2021	893908 GARCIA, SONIA G.	11-18		PETTY CASH REIMBURSEMENT 001-101-0000-4300	106.04
					001-152-0000-4300	17.60
					001-222-0000-4300	40.16
					001-225-0000-4350	24.67
					Total :	188.47
224962	12/6/2021	101376 GRAINGER, INC.	9098062483	12482	SUPPLIES FOR BUILDING, ELECTRICAL 043-390-0000-4300	260.63
			9099620438	12482	SUPPLIES FOR BUILDING, ELECTRICAL 001-370-0000-4300	18.34
			9111637972	12482	SUPPLIES FOR BUILDING, ELECTRICAL 001-370-0000-4300	460.41
			9114706279	12482	SUPPLIES FOR BUILDING, ELECTRICAL 043-390-0000-4300	240.25
					Total :	979.63
224963	12/6/2021	101434 GUZMAN, JESUS ALBERTO	OCT 2021	12572	MARIACHI MASTER APPRENTICE PROJ 109-424-3656-4260	1,600.00
					Total :	1,600.00
224964	12/6/2021	101428 H & H WHOLESALE PARTS	1CR0066047		CREDIT-WARRANTY BATTERIES 041-1215	-429.18
			1CR0066698		CREDIT-WRONG BATTERY	

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224964	12/6/2021	101428 H & H WHOLESALE PARTS	(Continued)			
			1CR0068531		041-1215 CREDIT-BATTERY WARRANTY	-300.40
			1IN0458871		041-1215	-117.71
			BST3IN9592	12497	BATTERY SERVICE AND CHARGING PA	98.00
			BST3IN9594	12497	BATTERY SERVICE AND CHARGING PA	686.05
			BST3IN9625	12497	BATTERY SERVICE AND CHARGING PA	212.78
			BST3IN9636	12497	BATTERY SERVICE AND CHARGING PA	291.06
			BST3IN9676	12497	BATTERY SERVICE AND CHARGING PA	303.86
			BST3IN9764	12497	BATTERY SERVICE AND CHARGING PA	298.34
				12497	041-1215	229.76
					Total :	1,272.56
224965	12/6/2021	890594 HEALTH AND HUMAN RESOURCE	E0253411		EAP-OCT 2021	
			E0257183		001-106-0000-4260	243.10
					EAP-DEC 2021	
					001-106-0000-4260	243.10
					Total :	486.20
224966	12/6/2021	893817 HERNANDEZ MOLINA, MARIO ALBERTO	OCT 2021	12573	MARIACHI MASTER APPRENTICE PRO	
					109-424-3656-4260	720.00
					Total :	720.00
224967	12/6/2021	890033 HERNANDEZ, CARLOS	NOV 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
224968	12/6/2021	101599 IMAGE 2000 CORPORATION	481566		ADMIN COPIER TONERS SHIPPING CH.	
					001-190-0000-4300	23.00

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224968	12/6/2021	101599 101599 IMAGE 2000 CORPORATION	(Continued)			Total : 23.00
224969	12/6/2021	891570 INNOVATIVE TELECOM. SYSTEMS	3043		TELEPHONE EQUIPMENT MAINT-DEC 2	
					001-190-0000-4220	395.00
					Total :	395.00
224970	12/6/2021	891777 IRRIGATION EXPRESS	15234499	12483	IRRIGATION SUPPLIES FOR REPAIRS A	76.46
			15234686	12483	IRRIGATION SUPPLIES FOR REPAIRS A	58.61
			15234760	12483	IRRIGATION SUPPLIES FOR REPAIRS A	137.75
					Total :	272.82
224971	12/6/2021	101688 J & R AUDIO	338121-1	12520	STAGE AND AUDIO EQUIPMENT RENT#	4,000.00
					001-424-0000-4260	
					Total :	4,000.00
224972	12/6/2021	887952 J. Z. LAWNMOWER SHOP	26346	12465	SMALL EQUIPMENT REPAIRS (LAWNMO	42.00
			26347	12465	SMALL EQUIPMENT REPAIRS (LAWNMO	48.81
			26348	12465	SMALL EQUIPMENT REPAIRS (LAWNMO	24.00
			26349	12465	SMALL EQUIPMENT REPAIRS (LAWNMO	122.41
			26350	12465	SMALL EQUIPMENT REPAIRS (LAWNMO	45.00
					Total :	282.22
224973	12/6/2021	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-21	12145	RESERVOIR RECONSTRUCTION	2,386.00
					010-385-0716-4600	
					Total :	2,386.00
224974	12/6/2021	101768 KIMBALL-MIDWEST	9309014		MAINT SUPPLIES	303.73
					041-1215	
					Total :	303.73

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224975	12/6/2021	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER - 12900 DRONFIELD	
			500-750-1000		070-384-0000-4210	367.21
			694-750-1000		ELECTRIC-13655 FOOTHILL	
			757-750-1000		070-384-0000-4210	179.74
					ELECTRIC & WATER - 13180 DRONFIEL	
					070-384-0000-4210	6,137.56
					WATER - 14060 SAYRE	
					070-384-0000-4210	105.11
					Total :	6,789.62
224976	12/6/2021	101848 LANGUAGE LINE SERVICES	10379997		TRANSLATION SERVICES	
					001-222-0000-4260	51.57
					Total :	51.57
224977	12/6/2021	101852 LARRY & JOE'S PLUMBING	2203655-0001-02		LP PARK WOMEN'S OUTDOOR RESTRO	
					043-390-0000-4300	82.19
					Total :	82.19
224978	12/6/2021	893218 LAZARO, ERNESTO	OCT 2021	12574	MARIACHI MASTER APPRENTICE PRO	
					109-424-3656-4260	720.00
					Total :	720.00
224979	12/6/2021	893907 LESAR DEVELOPMENT CONSULTANTS	PCH-4	12536	HOMELESSNESS PLAN CONSULTANT	
					110-422-3682-4270	1,902.50
					Total :	1,902.50
224980	12/6/2021	888195 LEXIPOL LLC	INVLEX6390	12560	LAW ENFORCEMENT POLICY SOFTWA	
					001-135-0000-4260	4,786.10
					Total :	4,786.10
224981	12/6/2021	101935 LOCAL GOVERNMENT COMMISSION	105808	12282	CONSULTING SERVICES	
				12282	010-311-0628-4600	5,498.02
					001-310-0628-4270	712.33
					Total :	6,210.35
224982	12/6/2021	101974 LOS ANGELES COUNTY	OCT 2021	12526	ANIMAL CARE & CONTROL SERVICES	
			SEPT 2021		001-190-0000-4260	8,506.87
					ANIMAL CARE & CONTROL SERVICES	

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224982	12/6/2021	101974 LOS ANGELES COUNTY	(Continued)	12526	001-190-0000-4260	6,382.16
					Total :	14,889.03
224983	12/6/2021	102003 LOS ANGELES COUNTY	RE-PW-21110802480	12485	INDUSTRIAL WASTE CHARGES-OCT 20	
					072-360-0000-4450	4,918.10
					Total :	4,918.10
224984	12/6/2021	892477 LOWES	1172		MISC SUPPLIES-WATER HEATER REPA	
			1357		043-390-0000-4300	4.57
			1435		PAINTING	
			1595		043-390-0000-4300	57.07
			1645		MISC ITEMS	
			2444		043-390-0000-4300	37.12
					MAINT SUPPLIES	
					070-384-0000-4330	45.73
					MISC ITEMS	
					043-390-0000-4300	9.86
					BATTERIES	
					043-390-0000-4300	29.59
					Total :	183.94
224985	12/6/2021	893938 LOZANO, MASSIE	824090		SECURITY DEPOSIT REFUND	
					017-3770-1396	100.00
					Total :	100.00
224986	12/6/2021	890992 M & M PAPER COMPANY	IN15642		40 CASES COPY PAPER	
					001-190-0000-4300	1,761.80
					Total :	1,761.80
224987	12/6/2021	892089 MACGREGOR, MONIQUE	110121		SUGAR SKULLS & CRAFTS-DIA DE LOS	
					004-2385	100.00
					Total :	100.00
224988	12/6/2021	888468 MAJOR METROPOLITAN SECURITY	1104508	12486	ALARM MONITORING AT ALL CITY FACI	
			1104510		043-390-0000-4260	25.00
					ALARM MONITORING AT ALL CITY FACI	

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224988	12/6/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1104511	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104512	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1104513	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104514	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104515	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104516	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104517	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1104518	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104519	12486	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1104520	12486	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1104521	12486	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1104522	12486	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			114509	12486	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
					043-390-0000-4260	25.00
					Total :	312.00
224989	12/6/2021	888254 MCCALLA COMPANY	022970		GLOVES AND WYPALLS	
			022975	12456	001-222-0000-4300 GLOVES AND WYPALLS	588.28
					001-222-0000-4300	2,197.80
					Total :	2,786.08
224990	12/6/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE - 1100 PICO	

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224990	12/6/2021	888242 MCI COMM SERVICE	(Continued)			
					001-420-0000-4220	35.80
					Total :	35.80
224991	12/6/2021	893200 MCKESSON MEDICAL-SURGICAL	18694906		MEDICATIONS	
			18695084		001-225-0000-4350 MEDICATIONS	13.58
			18695179		001-225-0000-4350 MEDICATIONS	20.89
			18695557		001-225-0000-4350 MEDICATIONS	17.82
			18695746		001-225-0000-4350 MEDICATIONS	6.54
			18697864		001-225-0000-4350 MEDICATIONS	78.74
					001-225-0000-4350	7.70
					Total :	145.27
224992	12/6/2021	892140 MICHAEL BAKER	1132496	11886	CDBG ADMINISTRATIVE & LABOR COM	
					026-311-0182-4260	2,345.00
					Total :	2,345.00
224993	12/6/2021	893937 MICHEL, FRANCISCO	BS2103914		REFUND-OVRPYMNT ON BUILDING PE	
					001-190-0000-4437	97.38
					Total :	97.38
224994	12/6/2021	102226 MISSION LINEN SUPPLY	515850298		LAUNDRY SERVICE FOR PD	
			515877101	12457	001-225-0000-4350 LAUNDRY SERVICE FOR PD	132.19
			515898311	12457	001-225-0000-4350 LAUNDRY SERVICE FOR PD	99.53
			515931343	12457	001-225-0000-4350 LAUNDRY SERVICE FOR PD	129.94
			515945466	12457	001-225-0000-4350 LAUNDRY SERVICE FOR PD	96.05
					001-225-0000-4350	120.31

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224994	12/6/2021	102226 102226 MISSION LINEN SUPPLY	(Continued)			Total : 578.02
224995	12/6/2021	893343 MOHR, NICOLE	NOV 2021		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00 Total : 75.00
224996	12/6/2021	892353 MOORE IACOFANO, GOLTSMAN, INC.	0071182	12400	JULY'21-DESIGN FOR LAYNE PARK RE 010-420-3669-4600	9,171.20 Total : 9,171.20
224997	12/6/2021	893050 MORALES-RODRIGUEZ, CRISTAL	OCT 2021	12575	MARIACHI MASTER APPRENTICE PRO 109-424-3656-4260	300.00 Total : 300.00
224998	12/6/2021	888134 MOTOROLA SOLUTIONS, INC.	30624		LEASE PAYMENT-CITY WIDE RADIO SY 070-2055 072-2055 043-2055 010-225-3698-4500 070-385-3698-4405 072-360-3698-4405 010-225-3698-4405 043-390-3698-4405	54,564.75 45,106.93 62,678.54 484,752.42 3,311.75 2,737.72 29,421.57 3,804.21 Total : 686,377.89
224999	12/6/2021	891542 MR "B" PRINTING INC.	1034		SPORTS PROGRAM ADVERTISEMENT 017-420-1328-4260 017-420-1330-4260	375.00 545.00 Total : 920.00
225000	12/6/2021	102325 NAPA AUTO PARTS	5478-078695		WATER COOLER -ME8615 074-320-0000-4400	77.16 Total : 77.16
225001	12/6/2021	102403 NOW IMAGE PRINTING	2020204		WAREHOUSE RECEIPT BOOKS 070-383-0000-4270	99.23 Total : 99.23

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225002	12/6/2021	102423 OCCU-MED, INC.	1121901		(9) PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	1,487.25 Total : 1,487.25
225003	12/6/2021	102432 OFFICE DEPOT	203011354001		OFFICE SUPPLIES 001-222-0000-4300	32.39
			207266951001		OFFICE SUPPLIES 001-222-0000-4300	11.01
			207269219001		OFFICE SUPPLIES 001-222-0000-4300	56.73
			207723071001		OFFICE SUPPLIES 001-222-0000-4300	160.49
			207723195001		OFFICE SUPPLIES 001-222-0000-4300	56.17
			207757618001		OFFICE SUPPLIES 001-222-0000-4300	89.27
			207935114001		OFFICE SUPPLIES 001-222-0000-4300	22.15
			207940559001		OFFICE SUPPLIES 001-222-0000-4300	111.18
			20794057001		OFFICE SUPPLIES 001-222-0000-4300	10.12
			207969681001		OFFICE SUPPLIES 001-222-0000-4300	309.32
			208281378001		CELL PHONE SUPPLIES 070-381-0000-4300	48.50
			208791353001		OFFICE SUPPLIES 001-222-0000-4300	13.65
			208792147001		OFFICE SUPPLIES 001-222-0000-4300	61.56
			208792148001		OFFICE SUPPLIES 001-222-0000-4300	8.83
			208834638001		OFFICE SUPPLIES 001-130-0000-4300	149.60
			208869116001		OFFICE SUPPLIES 001-130-0000-4300	18.73
			208869120001		OFFICE SUPPLIES	

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225003	12/6/2021	102432 OFFICE DEPOT	(Continued)			
			208913554001		001-130-0000-4300 OFFICE SUPPLIES	19.39
			208913694001		001-222-0000-4300 OFFICE SUPPLIES	28.58
			211159811001		001-222-0000-4300 OFFICE SUPPLIES	29.94
			211159894001		001-222-0000-4300 OFFICE SUPPLIES	201.49
			2532704642		001-222-0000-4300 OFFICE SUPPLIES	121.16
			2532919081		001-222-0000-4300 OFFICE SUPPLIES	38.57
			2533669756		001-311-0000-4300 OFFICE SUPPLIES	81.90
			2533908734		072-360-0000-4300 OFFICE SUPPLIES	63.05
					001-422-0000-4300	79.67
					Total :	1,823.45
225004	12/6/2021	893911 ON DECK SPORTS	INV154346	12542	REPL BLEACHER FOR LAS PALMAS PA 043-390-0000-4330	4,344.99
					Total :	4,344.99
225005	12/6/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-43136	12538	VEHICLE SERVICE, MAINT. AND REPAI 070-384-0000-4400	93.68
			4605-435927	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	30.83
			4605-436067	12538	VEHICLE SERVICE, MAINT. AND REPAI 070-384-0000-4400	14.32
			4605-436082	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	123.20
			4605-436798	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	41.86
			4605-437337	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0228-4400	21.99
			4605-438067		VEHICLE SERVICE, MAINT. AND REPAI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225005	12/6/2021	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-438594	12538	041-320-0224-4400 VEHICLE SERVICE, MAINT. AND REPAI	233.43
			4605-439623	12538	041-320-0370-4400 VEHICLE SERVICE, MAINT. AND REPAI	67.78
				12538	041-320-0225-4400	24.32
					Total :	651.41
225006	12/6/2021	102624 PITNEY BOWES	1019294486	12561	RELAY 3500 FOLDING MACHINE 001-130-0000-4300	3,262.50
				12561	072-360-0000-4300	3,262.49
				12561	070-382-0000-4300	3,262.50
					Total :	9,787.49
225007	12/6/2021	102688 PROFESSIONAL PRINTING CENTERS	19464	12519	PURCHASE OF PRE-PRINTED FORMS 001-130-0000-4300	325.24
					Total :	325.24
225008	12/6/2021	892131 PROHEALTH-VALLEY OCCUPATIONAL	00415777-00		DOT DRIVER PHYSICAL 001-106-0000-4270	80.00
					Total :	80.00
225009	12/6/2021	890004 PTS	2077418		PD PAY PHONE DEC 2021 001-190-0000-4220	65.64
					Total :	65.64
225010	12/6/2021	892297 PUKUU CULTURAL COMMUNITY	1	12135	JULY'21-PROF SERVS AGREEMENT YO 110-422-3649-4270	9,498.01
			2	12135	AUG'21-PROF SERVS AGREEMENT YO 110-422-3649-4270	17,329.03
			3	12135	SEPT'21-PROF SERVS AGREEMENT YC 110-422-3649-4270	16,640.97
					Total :	43,468.01
225011	12/6/2021	102738 QUINTERO ESCAMILLA, VIOLETA	NOV 2021	12549	CONTRACTED INSTRUCTOR: SENIOF 017-420-1323-4260	300.00
					Total :	300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225012	12/6/2021	102803 RED WING SHOE STORE	20211110047749		SAFETY WORK BOOTS 043-390-0000-4310	237.31
					Total :	237.31
225013	12/6/2021	102858 RIVERSIDE COUNTY SHERIFF	TRAVEL		RGSTR-BASIC JAILER & CORR OFFICE 001-225-3688-4360	644.00
					Total :	644.00
225014	12/6/2021	893156 RUIZ CARRILLO, MARIA DE LA PAZ	111621		SENIOR CLUB DANCE CLEAN UP ON 1: 004-2380	208.00
					Total :	208.00
225015	12/6/2021	891253 SAN FERNANDO SMOG TEST ONLY	4730		SMOG PD4541 041-320-0000-4450	60.00
			4749		SMOG PD1135 041-320-0000-4450	60.00
					Total :	120.00
225016	12/6/2021	103057 SAN FERNANDO VALLEY SUN	11323		LEGAL PUBL-1ST READING-ORD 1704 001-115-0000-4230	87.75
			11324		LEGAL PUBL-2ND READING-ORD 1703 001-115-0000-4230	91.13
					Total :	178.88
225017	12/6/2021	103184 SMART & FINAL	150		SUPPLIES-SENIOR CLUB MEETING 004-2380	89.68
			160		SUPPLIES-SENIOR CLUB MEETING 004-2380	247.37
			185		BREAK ROOM SUPPLIES 001-222-0000-4300	56.93
					Total :	393.98
225018	12/6/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	700136176526		ELECTRIC - METER FOR MALL-MACLA' A 030-341-0000-4210	69.29
			700224888278		ELECCTRIC - 801 8TH 043-390-0000-4210	21.50
			700301226571		ELECTRIC-1117 2ND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225018	12/6/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		043-390-0000-4210	19.69
			700360580265		ELECTRIC - 910 FIRST 043-390-0000-4210	5,926.66
			700577150347		ELECTRIC - 190 PARK 027-344-0000-4210	680.25
					Total :	6,717.39
225019	12/6/2021	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402	4,866.12
					Total :	4,866.12
225020	12/6/2021	889149 STAPLES BUSINESS ADVANTAGE	8064185756		BREAK ROOM SUPPLIES 001-190-0000-4300	228.15
					Total :	228.15
225021	12/6/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	542009	12459	DOJ LIVESCAN FINGERPRINTING 004-2386	3,080.00
			543940	12459	001-222-0000-4270 FINGERPRINTS-OCT 2021	384.00
					001-106-0000-4270	224.00
					Total :	3,688.00
225022	12/6/2021	893463 STEP SAVER	CT435589	12446	NSF CERTIFIED BULK SALT FOR THE K 070-384-0000-4300	3,763.79
					Total :	3,763.79
225023	12/6/2021	893881 SUPERIOR PAVEMENT	14616	12489	PAVEMENT MARKINGS & SIGNAGE 001-311-0000-4260	8,631.00
				12489	029-335-0000-4260	4,445.00
					Total :	13,076.00
225024	12/6/2021	103090 SUSAN SAXE-CLIFFORD, PH.D.	21-1111-7	12524	PSYCHOLOGICAL EVALUATIONS 001-222-0000-4270	350.00
					Total :	350.00
225025	12/6/2021	103205 THE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST 043-390-0000-4210	125.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225025	12/6/2021	103205 THE GAS COMPANY	(Continued) 088-520-6400-8 143-287-8131-6		GAS-117 MACNEIL 043-390-0000-4210 GAS-208 PARK 043-390-0000-4310	49.57 147.15 Total : 322.47
225026	12/6/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1101861 1112045 120254 120255 1340832 1830152 2022905 2114133 2705352 3094434 5023599 5700193 6370560 93627		ELECTRIC TOOLS 041-320-0000-4310 MISC SUPPLIES 041-320-0000-4310 BATTERY PACKS 041-320-0000-4300 IMPACT KIT 041-320-0000-4310 CONCRETE 001-311-0000-4300 COMBO KIT-CNG TRUCK REPAIR 074-320-0000-4400 MATL'S FOR BLEACHER REPAIR 043-390-0000-4300 MAINT SUPPLIES 070-384-0000-4310 MATL'S FOR BLEACHER REPAIR 043-390-0000-4300 TOOLS 001-370-0000-4300 SPEED BUMP REPAIR 001-311-0000-4300 TILE FOR REPAIRS @ PD 043-390-0000-4300 MATL'S FOR REPAIRS AT PIONEER PAF 043-390-0000-4300 MISC TOOLS 001-311-0000-4300	816.85 274.39 219.40 164.27 66.91 660.40 77.28 146.31 159.51 76.61 287.63 743.86 131.08 167.06 Total : 3,991.56

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225027	12/6/2021	890833 THOMSON REUTERS	845250162	12467	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	226.65 Total : 226.65
225028	12/6/2021	103903 TIME WARNER CABLE	10328110521 222204102921 283057110521		CABLE CITY HALL 11/05/21-12/04/21 001-190-0000-4220 CABLE PW OPS CTR 10/29/21-11/28/21 043-390-0000-4260 LP CABLE - 11/05-12/04 001-420-0000-4260	139.70 129.95 227.67 Total : 497.32
225029	12/6/2021	893747 TOOLE DESIGN GROUP LLC	9	12382 12382	TRANSPORTATION PLANNING AND DE: 010-311-0628-4600 001-310-0628-4270	5,881.07 761.96 Total : 6,643.03
225030	12/6/2021	103413 TRANS UNION LLC	10104687		CREDIT CHECKS 001-222-0000-4260	85.00 Total : 85.00
225031	12/6/2021	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		POSTAGE MACHINE REIMB 001-190-0000-4280	1,500.00 Total : 1,500.00
225032	12/6/2021	103463 U.S. POSTMASTER	NOV 2021		PRESORTED FIRST CLASS POSTAGE F 070-382-0000-4300 072-360-0000-4300	637.68 637.69 Total : 1,275.37
225033	12/6/2021	103439 UPS	831954451		COURIER SERVICES 001-190-0000-4280	246.15 Total : 246.15
225034	12/6/2021	103449 USA BLUE BOOK	767056 768701	12447 12447	MISC. WATER SUPPLIES 070-384-0000-4300 MISC. WATER SUPPLIES 070-384-0000-4300	141.88 249.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225034	12/6/2021	103449 USA BLUE BOOK	(Continued) 782808	12447	MISC. WATER SUPPLIES 070-384-0000-4300	128.99
					Total :	520.05
225035	12/6/2021	893740 UTILITY SYSTEMS SCIENCE &	COSF_10/8-11/8	12379	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	770.00
					Total :	770.00
225036	12/6/2021	893647 VALEO NETWORKS	17552	12558	WIFI PROJECT AT RECREATION PARK 001-135-0420-4260	1,593.75
			17858	12492	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	359.10
					001-135-0420-4260	-187.50
					Total :	1,765.35
225037	12/6/2021	103534 VALLEY LOCKSMITH	75510	12555	LOCKSMITH SERVICES CITY-WIDE 043-390-0000-4330	1,247.17
					Total :	1,247.17
225038	12/6/2021	103574 VERDIN, FRANCISCO JAVIER	OCT-DEC 2021	12550	CONTRACTED INSTRUCTOR: FOLKLOF 017-420-1362-4260	798.00
					Total :	798.00
225039	12/6/2021	889644 VERIZON BUSINESS	62350514		CITY HALL LONG DIST (Y2619454) 001-190-0000-4220	54.12
			62350515		CITY ARD LONG DIST (Y2619455) 070-384-0000-4220	16.24
			62350516		CITY HALL LONG DIST (Y2619456) 001-190-0000-4220	27.06
			62350517		POLICE LONG DIST (Y2619457) 001-222-0000-4220	129.24
			62350518		CITY YARD LONG DISTANCE (Y2619458) 070-384-0000-4220	10.82
			62350519		PARKS LONG DIST (Y2619459) 001-420-0000-4220	16.50
			62351060		CITY YARD LONG DIST (Y2620611)	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225039	12/6/2021	889644 VERIZON BUSINESS	(Continued)		001-310-0000-4220	5.41
			62351071		CITY HALL LINES (Y2620636) 001-190-0000-4220	60.28
					Total :	319.67
225040	12/6/2021	892081 VERIZON BUSINESS SERVICES	72027411		MPLS PORT ACCESS AND ROUTER PD 001-222-0000-4220	1,043.21
					Total :	1,043.21
225041	12/6/2021	889627 VERIZON CONFERENCING	Z7875486		CONFERENCE CALLS-OCT 2021 001-190-0000-4220	6.10
					Total :	6.10
225042	12/6/2021	100101 VERIZON WIRELESS-LA	9891448919		PD CELL PHONE PLANS 001-222-0000-4220	271.25
			9891459994		CITY YARD CELL PHONE PLANS 070-384-0000-4220	204.00
					043-390-0000-4220	18.65
					041-320-0000-4220	18.64
					072-360-0000-4220	35.27
			9891471007		VARIOUS CELL PHONE PLANS 001-106-0000-4220	53.10
					070-384-0000-4220	62.49
			9892468596		VARIOUS CELL PHONE PLANS 072-360-0000-4220	50.29
					001-101-0102-4220	50.29
					001-101-0108-4220	41.00
					001-105-0000-4220	54.71
					Total :	859.69
225043	12/6/2021	888390 WEST COAST ARBORISTS, INC.	178455	12540	CITY-WIDE TREE TRIMMING 011-311-0000-4260	6,644.00
				12540	001-311-0000-4260	11,346.00
					Total :	17,990.00
225044	12/6/2021	891531 WILLDAN ENGINEERING	00335507		NPDES CONSULTANT SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225044	12/6/2021	891531 WILLDAN ENGINEERING	(Continued)			
			622009	12346	023-311-0000-4270	5,138.75
				11901	SF - HSIP CYCLE 8 TRAFFIC SIGNAL IM	
					024-371-0562-4600	1,228.00
					Total :	6,366.75
225045	12/6/2021	892023 WINDSTREAM	74324027		PHONE SERVICES 10/18/21-11/17/21	
					001-222-0000-4220	681.96
					001-420-0000-4220	466.44
					001-190-0000-4220	2,223.10
					070-384-0000-4220	539.99
					Total :	3,911.49
225046	12/6/2021	103710 WONDRIES FLEET GROUP	PC96617		2021 FORD POLICE INTERCEPTOR UTI	
				12405	041-225-0000-4500	34,408.75
					041-225-0000-4500	3,517.29
			PC96618		2021 FORD POLICE INTERCEPTOR UTI	
				12405	041-225-0000-4500	8.75
					041-225-0000-4500	3,517.29
				12405	041-225-0000-4500	34,400.00
					Total :	75,852.08
225047	12/6/2021	893867 YOUTH EVOLUTION ACTIVITIES	OCT & NOV 2021		CONTRACTED SERVICES FOR SUMME	
				12515	017-420-1332-4260	679.00
				12515	017-420-1328-4260	395.50
					Total :	1,074.50
131 Vouchers for bank code : bank3						Bank total : 1,124,397.49
131 Vouchers in this report						Total vouchers : 1,124,397.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224802	11/8/2021	893115 P.E.R.S. CITY RETIREMENT	100000016550038		EMPL CONTRIB VARIANCE-09/25-10/08	
					018-222-0000-4124	109.68
					018-224-0000-4124	82.27
					018-225-0000-4124	1,179.15
					Total :	1,371.10
					Bank total :	1,371.10
					Total vouchers :	1,371.10

1 Vouchers for bank code : bank3

1 Vouchers in this report

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224915	11/19/2021	893115 P.E.R.S. CITY RETIREMENT	100000016550058		EMPL CONTRIB VARIANCE-10/09-10/22	
					018-222-0000-4124	251.96
					018-224-0000-4124	188.97
					018-225-0000-4124	2,708.61
					Total :	3,149.54
224916	11/30/2021	893115 P.E.R.S. CITY RETIREMENT	100000016580179		EMPL CONTRIB VARIANCE-10/23-11/05	
					018-222-0000-4124	206.72
					018-224-0000-4124	155.04
					018-225-0000-4124	2,222.27
					Total :	2,584.03
2 Vouchers for bank code :					bank3	Bank total :
2 Vouchers in this report						5,733.57
					Total vouchers :	5,733.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224805	12/1/2021	100286 BAKER, BEVERLY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
224806	12/1/2021	100916 DEIBEL, PAUL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224807	12/1/2021	891041 GARCIA, CONNIE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224808	12/1/2021	101781 KISHITA, ROBERT	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224809	12/1/2021	102126 MARTINEZ, MIGUEL	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
					Total :	526.84
224810	12/1/2021	891031 ORTEGA, JIMMIE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224811	12/1/2021	891032 OTREMBA, EUGENE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224812	12/1/2021	891354 RAMIREZ, ROSALINDA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224813	12/1/2021	102940 RUIZ, RONALD	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					Total :	691.88
224814	12/1/2021	892782 TIGHE, DONNA	21-Dec		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224814	12/1/2021	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	181.48
					Total :	181.48
10 Vouchers for bank code : bank3						Bank total : 3,209.20
10 Vouchers in this report						Total vouchers : 3,209.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224815	12/1/2021	100042 ABDALLAH, ALBERT	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
					Total :	1,321.98
224816	12/1/2021	100091 AGORICHAS, JOHN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
					Total :	206.97
224817	12/1/2021	891039 AGUILAR, JESUS	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					Total :	505.96
224818	12/1/2021	100104 ALBA, ANTHONY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224819	12/1/2021	891011 APODACA-GRASS, ROBERTA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224820	12/1/2021	100260 AVILA, FRANK	21-Dec		CALPERS HEALTH REIMB 041-180-0000-4127	1,196.68
					Total :	1,196.68
224821	12/1/2021	100306 BARNARD, LARRY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					Total :	879.00
224822	12/1/2021	100346 BELDEN, KENNETH M.	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
					Total :	1,183.00
224823	12/1/2021	892233 BUZZELL, CAROL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
224824	12/1/2021	891350 CALZADA, FRANK	21-Dec		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224824	12/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
					Total :	480.12
224825	12/1/2021	100642 CASTRO, RICO	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
					Total :	1,929.14
224826	12/1/2021	103816 CHAVEZ, ELENA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					Total :	691.88
224827	12/1/2021	100752 COLELLI, CHRISTIAN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
					Total :	1,598.58
224828	12/1/2021	891014 CREEKMORE, CASIMIRA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224829	12/1/2021	893711 DAVIS, JAMES	21-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
					Total :	1,734.92
224830	12/1/2021	891016 DEATON, MARK	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
					Total :	617.17
224831	12/1/2021	100913 DECKER, CATHERINE	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
					Total :	619.50
224832	12/1/2021	100925 DELGADO, RALPH	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
					Total :	480.12
224833	12/1/2021	100960 DIEDIKER, VIRGINIA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224833	12/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
224834	12/1/2021	892102 DOSTER, DARRELL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
224835	12/1/2021	100996 DRAKE, JOYCE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
224836	12/1/2021	100995 DRAKE, MICHAEL	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
224837	12/1/2021	100997 DRAPER, CHRISTOPHER	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
224838	12/1/2021	101044 ELEY, JEFFREY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
224839	12/1/2021	891040 FISHKIN, RIVIAN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
224840	12/1/2021	101178 FLORES, ADRIAN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
224841	12/1/2021	101182 FLORES, MIGUEL	21-Dec		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
224842	12/1/2021	892103 GAJDOS, BETTY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224842	12/1/2021	892103 892103 GAJDOS, BETTY	(Continued)			Total : 181.48
224843	12/1/2021	891351 GARCIA, DEBRA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01 Total : 2,478.01
224844	12/1/2021	891067 GARCIA, NICOLAS	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	851.32 Total : 851.32
224845	12/1/2021	101318 GLASGOW, KEVIN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
224846	12/1/2021	891020 GLASGOW, ROBERT	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
224847	12/1/2021	101333 GODINEZ, FRAZIER C.	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 Total : 2,027.69
224848	12/1/2021	101409 GUERRA, LAUREN E	21-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
224849	12/1/2021	891021 GUIZA, JENNIE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
224850	12/1/2021	101415 GUTIERREZ, OSCAR	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
224851	12/1/2021	102896 GUZMAN, ROSA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224852	12/1/2021	891352 HADEN, SUSANNA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 526.84
224853	12/1/2021	101440 HALCON, ERNEST	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,269.00 1,269.00
224854	12/1/2021	891918 HARTWELL, BRUCE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
224855	12/1/2021	101465 HARVEY, DAVID	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
224856	12/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,131.00 1,131.00
224857	12/1/2021	101471 HASBUN, NAZRI A.	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224858	12/1/2021	891023 HATFIELD, JAMES	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
224859	12/1/2021	892104 HERNANDEZ, ALFONSO	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24 1,423.24
224860	12/1/2021	891024 HOOKER, RAYMOND	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 893.07
224861	12/1/2021	893616 HOUGH, LOIS	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	168.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224861	12/1/2021	893616 893616 HOUGH, LOIS	(Continued)			168.56
224862	12/1/2021	101597 IBRAHIM, SAMIR	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224863	12/1/2021	101694 JACOBS, ROBERT	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
224864	12/1/2021	892105 KAHMANN, ERIC	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
224865	12/1/2021	101786 KLOTZSCHE, STEVEN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	889.45 889.45
224866	12/1/2021	891866 KNIGHT, DONNA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	174.48 174.48
224867	12/1/2021	892929 LEWIS, WANDA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224868	12/1/2021	891043 LIEBERMAN, LEONARD	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
224869	12/1/2021	101933 LITTLEFIELD, LESLEY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224870	12/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54 1,196.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224871	12/1/2021	102059 MACK, MARSHALL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224872	12/1/2021	891010 MAERTZ, ALVIN	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	491.96 491.96
224873	12/1/2021	888037 MARTINEZ, ALVARO	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,972.46 1,972.46
224874	12/1/2021	102206 MILLER, WILMA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224875	12/1/2021	102212 MIRAMONTES, MONICA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224876	12/1/2021	102232 MIURA, HOWARD	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224877	12/1/2021	892106 MONTAN, EDWARD	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
224878	12/1/2021	102365 NAVARRO, RICARDO A	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
224879	12/1/2021	102473 ORDELHEIDE, ROBERT	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 2,088.36
224880	12/1/2021	102483 OROZCO, ELVIRA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	168.56

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224880	12/1/2021	102483 102483 OROZCO, ELVIRA	(Continued)			168.56
224881	12/1/2021	102486 ORSINI, TODD	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30 2,298.30
224882	12/1/2021	102569 PARKS, ROBERT	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
224883	12/1/2021	102580 PATINO, ARMANDO	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
224884	12/1/2021	102527 PISCITELLI, ANTHONY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
224885	12/1/2021	891033 POLLOCK, CHRISTINE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 370.00
224886	12/1/2021	102735 QUINONEZ, MARIA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 1,196.68
224887	12/1/2021	891034 RAMSEY, JAMES	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 865.08
224888	12/1/2021	102864 RIVETTI, DOMINICK	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
224889	12/1/2021	102936 RUELAS, MARCO	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 1,377.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224890	12/1/2021	891044 RUSSUM, LINDA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
224891	12/1/2021	103005 SALAZAR, TONY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224892	12/1/2021	103118 SENDA, OCTAVIO	21-Dec		CALPERS HEALTH REIMB 043-180-0000-4127	2,027.69 2,027.69
224893	12/1/2021	892107 SHANAHAN, MARK	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
224894	12/1/2021	891035 SHERWOOD, NINA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224895	12/1/2021	103175 SKOBIN, ROMELIA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
224896	12/1/2021	893677 SOLIS, MARGARITA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98 1,177.98
224897	12/1/2021	103220 SOMERVILLE, MICHAEL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00 1,356.00
224898	12/1/2021	103394 TORRES, RACHEL	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224899	12/1/2021	889588 UFANO, VIRGINIA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224899	12/1/2021	889588 889588 UFANO, VIRGINIA	(Continued)			181.48
224900	12/1/2021	888417 VALDIVIA, LAURA	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224901	12/1/2021	891046 VANAALST, LEONILDA	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	181.48 181.48
224902	12/1/2021	103550 VANICEK, JAMES	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68 1,196.68
224903	12/1/2021	103562 VASQUEZ, JOEL	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00 1,751.00
224904	12/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Dec		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 851.32
224905	12/1/2021	103692 VILLALVA, FRANCISCO	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 2,027.69
224906	12/1/2021	891038 WAITE, CURTIS	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
224907	12/1/2021	103612 WALKER, MICHAEL	21-Dec		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 1,526.76
224908	12/1/2021	103620 WARREN, DALE	21-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224909	12/1/2021	891036 WATT, DAVID	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224910	12/1/2021	893690 WATTS, STEVE M.	21-Dec		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68
					Total :	1,196.68
224911	12/1/2021	891037 WEBB, NANCY	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	865.08
					Total :	865.08
224912	12/1/2021	103643 WEDDING, JEROME	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224913	12/1/2021	103727 WYSBEEK, DOUDE	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224914	12/1/2021	103737 YNIGUEZ, LEONARD	21-Dec		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					Total :	1,274.32
100 Vouchers for bank code : bank3						Bank total : 89,582.02
100 Vouchers in this report						Total vouchers : 89,582.02

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Sonia Gomez-Garcia, Interim Director of Finance/City Treasurer

Date: December 6, 2021

Subject: Consideration to Approve Calendar Year 2022 Business Permits for Certain Business Activities as Required by the City Code

RECOMMENDATION:

It is recommended that the City Council approve the Business Permits for Calendar Year 2022 for businesses engaged in certain business activities (Attachment "A"), as required by Article III of Chapter 22 of the San Fernando City Code.

BACKGROUND:

1. On September 8, 2021, Business Permit Renewal Applications for calendar year 2022 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the City Code prior to issuance of a Business License (see Attachment "B" for complete list of Business Activities that require a Permit). Completed applications were due on October 8, 2021.
2. On November 8, 2021, all completed applications received by the Finance Department were submitted to the Community Development Department for review of zoning and building requirements. All applications were subsequently approved.
3. On November 15, 2021, all applications received by the Finance Department, and approved by the Community Development Department, were submitted to the Police Department for approval. All applications were approved.
4. On November 15, 2021, all completed applications received by the Finance Department, and approved by the Community Development Department and Police Department, were submitted to the Public Works Department for review and approval. All applications requiring their approval were approved.

Consideration to Approve Calendar Year 2022 Business Permits for Certain Business Activities as Required by the City Code

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ANALYSIS:

Article III of Chapter 22 of the San Fernando City Code (SFCC) requires certain types of businesses (Attachment “B”) to obtain a Business Permit as a prerequisite to receiving their regular Business License. Business Permits require the approval of the City Council.

Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the Permit.

Applications are submitted to the Finance Department and reviewed by the Police, Community Development and Public Works departments for compliance with all applicable regulations. Completed applications are on file in the Finance Department.

If the Business Permits are approved, they will expire on December 31, 2022. After the expiration date, applicants will be required to submit a renewal for the upcoming calendar year.

BUDGET IMPACT:

The Business Permit fees previously adopted by the City Council ensure the administrative costs associated with said application are recovered by the City.

CONCLUSION:

By approving Business Permits for the businesses noted in Attachment “A,” the City Council authorizes those businesses to continue their operations for calendar year 2022 at the specified commercial addresses.

ATTACHMENTS:

- A. List of Business License Permit Applicants for 2022
- B. Section 22-215 of the San Fernando City Code

BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215):

ARCADE

Recess Time Arcade

AUTOMOBILE DEALERS (USED)

Valley Auto Sales

Isaac's Auto Sales

Rydell Chrysler Dodge Jeep Ram

Ganas Auto Group

Diego's Auto Sales

BINGO

American Legion Post #176

St. Ferdinand's Church

DANCING

El Potro Bar

DANCING ACADEMY

Fox Studio of Dance

Danzone

FORTUNE TELLERS

Botanica Santa Barbara

MASSAGE

QQ Spa

Vida Spa

MISCELLANEOUS

Orange Grove Mobile Home Park

San Fernando Swap Meet

PEDDLERS

Garcia Produce

POOL TABLES

El Porto Bar

BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215) CONTINUED:

PRIVATE PATROL/SECURITY

Security Specialists / Tyan Inc

REFUSE DISPOSAL

Consolidated Disposal Service, LLC

SECOND-HAND MERCHANDISE

Cassell's Music

Goodyear Tire Center

Addax Inc

SECOND-HAND JEWELERY (PAWNSHOP)

San Fernando Loan Company

Sec. 22-215. - Fees.

- (a) *Schedule.* The city council shall not accept any application for any permit required to be obtained by this article or by any other ordinance or law or for the renewal of such permit, unless the application is accompanied by the fee prescribed in the following schedule:

Business or Activity for Which Permit is Required		Original Fee	Renewal Fee
Antique shop		\$ 50.00	\$ 10.00
Arcade		50.00	25.00
Auction (jewelry)		100.00	
Auctioneer		100.00	15.00
Auto rental		25.00	15.00
Auto reposessor:			
	Owner	50.00	25.00
	Employee	10.00	10.00
Auto wrecking		300.00	25.00
Bath		10.00	10.00
Bowling alley		25.00	10.00
Boxing (amateur) contest		25.00	25.00
Carnival		25.00	25.00
Closing-out sale		100.00	25.00
Dance, public (only one)		None	
Dancehall:			
	Cafe, bar where liquor is sold	100.00	10.00
	Public	50.00	10.00
Dancing academy		10.00	10.00
Dancing club		25.00	10.00
Escort bureau		100.00	50.00
Fire sale		100.00	25.00
Fireworks sale		25.00	25.00
Game, skill and chance		25.00	10.00
Handbill (as defined in <u>section 6-31</u>) distribution business		25.00	10.00
Junk and/or refuse collector		25.00	10.00
Junk dealer		50.00	10.00
Massage parlor		25.00	10.00
Merry-go-round		10.00	10.00
Pawnbroker		200.00	25.00
Pool room		25.00	10.00
Pool tables (two only), incidental to main business activity, per table		25.00	10.00
Private patrol		25.00	10.00
Secondhand dealer:			
	Auto parts	50.00	10.00

	Books	50.00	10.00
	General	50.00	10.00
	Jewelry	50.00	25.00
	Used automobile vehicles	300.00	25.00
Shooting gallery		25.00	10.00
Show (in liquor establishment)		25.00	10.00
Skating rink		50.00	25.00
Street speaking		10.00	10.00
Swap meet operator		100.00	25.00
Tattooing and/or body piercing		50.00	25.00
Trailer camps		25.00	10.00
Applications for changing location of a business for which a permit has been granted		10.00	
Change of ownership to be applicable only when the new owner is already operating under a permit issued pursuant to this article		10.00	

(b) *Closeout sales, fire sales.* The permit fee requirements and the submission requirements for the inventory of merchandise for closeout sales and fire sales shall be as follows:

- (1) The permit fee requirements specified for closeout sales and fire sales are not applicable to bona fide merchants licensed as such who are closing their business and selling out merchandise then on hand or who have had fires and are selling only the merchandise damaged in such fire.
- (2) Any person, before conducting any close-out or fire sale, shall file with the police department and the city a complete inventory of merchandise on hand to be sold at any such sale and such supplementary inventories as may be required and shall comply with such other rules and regulations governing such sales as may be prescribed by resolution of the city council.

(c) *Applicability.* This section shall not be deemed to modify the requirements of any other section of this article and any other ordinance prescribing any change of location fees, any change of ownership fees, any special fee for additional places of business operated by one permittee, or any special fee for the posting of notices or the like, nor shall the schedule of fees appearing in this section be deemed exclusive.

(Code 1957, § 18.5)

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Richard Padilla, Assistant City Attorney

Date: December 6, 2021

Subject: Consideration to Adopt a Resolution Authorizing the Execution of Settlement Agreements with Certain Manufacturers, Distributors, and Retailers of Opioid Pharmaceuticals

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8106 (Attachment "A") authorizing the City to enter into settlement agreements with certain manufacturers, distributors, and retailers of opioid pharmaceuticals;
- b. Authorize the City Manager to execute the participation agreements and settlement agreements with Distributors and Janssen.

BACKGROUND:

1. Since 2017, state and local governments in California and throughout the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact of the Opioid Epidemic on the City of San Fernando (the City) and resources necessary to combat the opioid epidemic. Negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settling Defendants") have been ongoing for several years.
2. In September 2021, two settlements, which were intended to resolve all opioid-related claims brought by cities, counties, and states against three large opioid distributors (McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, "the Big Three") ("Distributor" or "Distributor Settlement") and opioid manufacturer Janssen Pharmaceuticals (owned by Johnson & Johnson) ("Janssen" or "Janssen Settlement"), were reached.

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ANALYSIS:

The total settlement amount for claims against the Big Three was \$21 billion; the total settlement amount for Janssen was \$5 billion, for a total settlement amount of approximately \$26 billion. The \$26 billion is allocated amongst the states based on an allocation worked out by the Attorneys General of each State. Under that allocation, up to 9.9% of the funds, approximately \$2.5 billion, are earmarked for California and its subdivisions, depending on the number of California subdivisions that participate. (See Exhibit “F” of the Settlement Agreements, available at <https://nationalopioidsettlement.com/>, for other State percentages.)

California has signed onto the settlements, along with 45 other States. The intrastate allocation plans for California were finalized during the last week of October and are now publicly available at <https://oag.ca.gov/system/files/media/final-distributor-settlement-agreement-10222021-exhibit-updates.pdf>.

Over the past year, a statewide working group, which includes cities and counties of all sizes, have been working with the California Attorney General to design intrastate allocation agreements for the Distributor and Janssen settlements, which will control how the funds are distributed within California. Under the terms of the allocation agreements, the division of funds between the State of California and its cities and counties will be 15% to the State, with the remaining 85% going to counties and cities (70% to cities and counties, the additional 15% going to litigating cities and counties). This agreement is extremely favorable to cities and counties, when compared with other intrastate agreements across the country. Allocation amongst the counties is done by looking at three county-level metrics: 1) opioid use disorder cases; 2) opioid deaths; and 3) opioid shipments. To determine the amount going to a city, additional factors are considered: specifically, the amount historically spent by the city on fire, police, housing, corrections, health services, judicial services, legal services, elementary and secondary education, public welfare (including child protective services) and hospitals.

The final allocation amounts, which take into account these metrics, are found in Appendix 1 of each settlement agreement (Attachments “B”, “C”).

Limits on Funds.

In general, funds received from the “California Abatement Accounts Funds” (“Abatement Fund”) of these settlements can only be used for approved abatement uses. Exhibit “E of the Distributor Settlement, which is posted on the following link, details how these funds can be used: <https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Final-Distributor-Settlement-Agreement-10.22.2021-Exhibit-Updates .pdf>

Examples of eligible uses include: naloxone training, opioid abuse treatment services, services for opioid addicted pregnant people, treatment for neonatal abstinence syndrome, prevention

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programs, treatment for incarcerated people, data collection and research. Further, the intrastate allocation agreement requires that at least 50% of funds received from the Abatement Fund be used for “High Impact Abatement Activities.” These are defined as:

- (1) The provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
- (2) Creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
- (3) Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
- (4) Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
- (5) Interventions to prevent drug addiction in vulnerable youth.

Funds received from the “California Subdivision Funds” (“Subdivision Funds”) are to be used to fund future opioid remediation and reimburse past opioid related expenses and to pay the reasonable fees and expenses of the Special Master administering the settlement. For examples of reimbursable costs and information about the procedure to seek cost reimbursement, please see Appendix 2 of the California Intrastate Allocation.

When a subdivision agrees to participate, each city has the choice of receiving their allocated funds directly or requesting that the funds go to the county within which the city is located. Factors to consider in making this decision are:

- (1) Does the amount of the settlement justify the administrative costs and time required to accept the direct payment?
- (2) Does the city offer the services and/or have the infrastructure to spend the money in accordance with the prescribed uses (Exhibit “E”). If not, it may be difficult or impossible to spend the settlement funds in accordance with Exhibit “E”. If that is the case, the city may be better off having its funds be directed to the county.
- (3) Does the city have the ability and/or infrastructure to undertake the reporting requirements required under the settlement? Subdivisions receiving settlement funds must create and submit annual reports regarding the use of these funds.

Because not all cities have the infrastructure to provide these services or make these reports, or because their settlement values are relatively small, the default in the intra-state allocation agreement is for funds that are allocated to a city be sent to the county in which the city is located.

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If the City Council elects to participate in the settlements and elects to receive the funds, staff will need to provide notice to the settlement fund administrator.

The deadline to participate in the Distributor and Janssen settlements is January 2, 2022. If the City decides to participate in the Distributor and/or Janssen settlements, the City will need to sign a Participation Agreement. The person who signs the Participation Agreements must be authorized to sign on behalf of the City.

BUDGET IMPACT:

Pursuant to allocations identified in the Appendix 1 of the Intrastate Allocation plan for the Distributor Settlement and the Janssen Settlement, the City will receive 0.0104837% of the funds going to California Subdivisions under the Distributor and Janssen Settlements. Assuming the total amount going to the subdivisions is approximately \$2.19B (which assumes full participation of the subdivisions), the City would receive approximately \$229,593.03 in settlement funds under these settlement agreements. NOTE: this is not a guarantee, it is a rough estimate.

The Janssen payments are expected to issue over a period of seven years, while the Distributor payments have an 18-year payment term. More details about the payment schedule can be found on Exhibit "M" of the Settlement Agreements.

CONCLUSION:

Staff recommends that the City Council agree to participate in the Distributor and Janssen settlements and adopt the proposed Resolution to authorize the City Manager to enter into the participation agreements and settlement agreements with Distributors and Janssen.

These settlements are very advantageous to the local governments, but only if all or most of the subdivisions agree to participate.

ATTACHMENTS:

- A. Resolution No. 8106
- B. California State-Subdivision Agreement regarding Distribution and Use of Settlement Funds (Janssen Settlement)
- C. California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds (Distributor Settlement)
- D. Distributor Settlement Participation Agreement
- E. Janssen Settlement Participation Agreement

RESOLUTION NO. 8106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVES AND AUTHORIZES THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC. AND AGREE TO THE TERMS OF THE PARTICIPATION AGREEMENTS TO THE SETTLEMENT AGREEMENTS

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis.

WHEREAS, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of San Fernando (the City") and resources necessary to combat the opioid epidemic;

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settling Defendants") have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation;

WHEREAS, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively "Settlement Agreements");

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court's Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements, have been provided to the Council with this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds");

WHEREAS, California local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement (collectively the "Allocation Agreements,") which are agreements between all of the entities identified in the Allocation Agreements;

WHEREAS, copies of the Allocation Agreements have been provided with this Resolution;

WHEREAS, the Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements will be combined pursuant to Allocation Agreements, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund Allocation"), and 15% to the California Subdivision Fund ("CA Subdivision Fund Allocation");

WHEREAS, the funds in the CA Abatement Accounts Fund (the California Abatement Accounts Fund Allocation) will be allocated based on an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) "Eligible Local Government" is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City's share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 (the "Local Allocation").

WHEREAS, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as defined in the Settlement Agreements.

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

SECTION 1. The City Council hereby approves and authorizes the City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements including taking the following measures:

- A. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
- B. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
- C. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement by executing the signature pages to that Allocation Agreement.
- D. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement.
- E. The execution of any additional documents necessary to effectuate the terms of the Participation Agreements to the Distributor Settlements and Janssen Settlement, and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds for Distributor Settlement and Janssen Settlement.

SECTION 2. All actions heretofore taken by the Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 6th day of December, 2021.

Sylvia Ballin, Mayor of the City of San Fernando, California

ATTEST:

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. 8106 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 6th day of December, 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 _____, ____.

Julia Fritz, City Clerk

**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Janssen Settlement**

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

¹ A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	Imperial County	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	Inyo County	Inyo	0.073%	0.089%	0.0754413%
County	Kern County	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	Kings County	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	Lake County	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	Lassen County	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	Los Angeles County	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	San Diego County	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	San Francisco	San Francisco	3.026%	3.702%	3.1457169%
County	San Joaquin County	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	San Luis Obispo County	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	Stanislaus County	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	Sutter County	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	Tehama County	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	Trinity County	Trinity	0.082%	0.101%	0.0855476%
County	Tulare County	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	Tuolumne County	Tuolumne	0.486%	0.594%	0.5047621%
County	Ventura County	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Distributor Settlement**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

¹ A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	Imperial County	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	Inyo County	Inyo	0.073%	0.089%	0.0754413%
County	Kern County	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	Kings County	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	Lake County	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	Lassen County	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	Los Angeles County	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	Stanislaus County	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	Sutter County	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	Tehama County	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	Trinity County	Trinity	0.082%	0.101%	0.0855476%
County	Tulare County	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	Tuolumne County	Tuolumne	0.486%	0.594%	0.5047621%
County	Ventura County	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively "Settling Distributors"). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California's Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: <https://oag.ca.gov/opioids>. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

Settlement Participation Form

Governmental Entity: San Fernando city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

¹ A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, San Fernando city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	San Benito County	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	San Bernardino County	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	Stanislaus County	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	Sutter County	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	Tehama County	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	Trinity County	Trinity	0.082%	0.101%	0.0855476%
County	Tulare County	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	Tuolumne County	Tuolumne	0.486%	0.594%	0.5047621%
County	Ventura County	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: <https://oag.ca.gov/opioids>. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

Settlement Participation Form

Governmental Entity: San Fernando city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Janssen Settlement

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

¹ A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, San Fernando city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Meniffee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	Stanislaus County	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	Sutter County	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	Tehama County	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	Trinity County	Trinity	0.082%	0.101%	0.0855476%
County	Tulare County	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	Tuolumne County	Tuolumne	0.486%	0.594%	0.5047621%
County	Ventura County	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	Yolo County	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	Yuba County	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

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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: December 6, 2021

Subject: Consideration to Approve the Disposition of Surplus City-Owned Vehicles and Equipment

RECOMMENDATION:

It is recommended that the City Council:

- a. Declare all the items on the Surplus City-Owned Vehicle and Equipment List as surplus (Attachment "A"); and
- b. Authorize the City Manager to dispose of surplus City-owned vehicles and equipment in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

BACKGROUND:

1. Chapter 2, Article VI, Division 7 of the San Fernando City Code requires the City Manager to inform the City Council of the condition of the item(s) proposed for disposition and obtain the determination of the City Council that such item(s) is obsolete or surplus before proceeding with disposition.
2. Section 2-852(a)1 authorizes the Purchasing Agent to exchange, trade-in, sell and dispose of surplus personal property with a fair market value of \$500 or less. Typical examples of surplus personal property include cell phones, tables, laptops, city-issued clothing and firearms (for police personnel only). Personal property that exceeds \$500 requires City Council approval. Vehicles are not considered personal property.
3. The City Council is periodically asked to approve designating surplus City property so it can be properly disposed of and the City can recuperate a fair market value price for the property. The City has purchased a number of new vehicles over the last few years. As such, the older vehicles that were replaced by the new vehicles must be determined to be surplus property and disposed of in accordance with the City's Municipal Code. Additionally, the retiring Chief would like to purchase a firearm that has been out of service and in his possession since 2016.

Consideration to Approve the Disposition of Surplus City-Owned Vehicles and Equipment

Page 2 of 2

ANALYSIS:

The City maintains an Equipment Replacement Fund to set-aside funding annually to implement the Vehicle Replacement Program (VRP). The VRP strategically rotates out older, damaged, less efficient, redundant, or non-functional vehicles and other rolling equipment from the City's fleet based on a mechanical evaluation and useful life determination. As vehicles are replaced through the VRP, they are eligible to be sold as surplus property. An inventory of vehicles recommended to be designated as surplus property, along with the condition/reason for disposition, is included as Attachment "A." In accordance with the City's Municipal Code, the vehicles will be disposed of by public auction to the highest bidder.

Public Works staff shall prepare "release of liability" forms, and process all related smog certification, transfer of ownership, and other documentation required to complete each transaction. All vehicles and equipment shall be sold or auctioned in "as is" condition and the City shall provide no warranty and assume no liability for the condition or use of items sold or auctioned.

Additionally, the retiring Chief would like to purchase a firearm that meets the definition of personal property as it has been out of service and in his possession since 2016. The City Council has periodically approved selling firearms to sworn Police personnel when the equipment has reached its useful life. The last disposition of firearms was approved by City Council in 2015.

Per state and federal law, surplus/retired firearms may only be sold to current/former sworn law enforcement personnel or destroyed. The firearm is included in the Vehicle and Equipment List (Attachment "A") and will be sold at a negotiated fair market price up to \$1,000 pursuant to the City's Surplus Property Ordinance.

BUDGET IMPACT:

Proceeds from the disposal of surplus City-owned vehicles will be deposited into the Equipment Replacement Fund to offset the purchase of replacement vehicles. Proceeds from the disposal of surplus equipment will be returned to the Fund from which the original purchase was made.

CONCLUSION:

Staff recommends that the City Council authorize the City Manager to dispose of surplus City-Owned vehicles in accordance with Chapter 2, Article VI, and Division 7 of the San Fernando City Code.

ATTACHMENT:

A. Surplus Vehicles and Equipment List



MEMORANDUM

To: Matt Baumgardner, Director of Public Works

From: James Dean, City Mechanic

Date: November 29, 2021

Subject: Surplus Vehicles and Equipment

The City currently has ten (10) pieces of rolling inventory stored at the City Yard ready for auction.





I am requesting approval to have them available for an on-line auction as per **Division 7. Surplus City-Owned Personal Property, Sec. 2-869, Bids; Sales; Exchanges**. They will be auctioned off to the public. The Public Works Department will prepare the "release of liability" forms and will handle all necessary transfer of ownership. Vehicles and equipment will be sold "as-is" and all necessary registration and smog will be the new owner's responsibility.

CITY VEHICLE NO. / VEHICLE ID. NO	YEAR	MAKE / MODEL	MILEAGE	REASON FOR SURPLUS	PHOTO
WA 4470 1FTSE34L16DA64470	2006	FORD E350 VAN	92705	Vehicle worn; high maintenance costs.	
PD 4956 2FAHP71W6X164956	2003	FORD CROWN VIC	120512	Vehicle worn; high maintenance costs.	
ME 4957 2FAHP71W83X164957	2003	FORD CROWN VIC	130819	Engine worn; high maintenance costs	
PD 4985 1FMCU02Z96KD34985	2006	FORD ESCAPE	113056	Vehicle worn; high maintenance costs	
PD 8864 1FMCU02739KB08864	2009	FORD ESCAPE	88445	Vehicle worn; high maintenance costs	
PW 0873 F61EVAG0873	1978	FORD DUMP	47379	Vehicle worn; parts not available; unsafe	


Matt Baumgardner, Director of Public Works

Surplus Vehicles and Equipment

Page 2 of 2

CITY VEHICLE NO. / VEHICLE ID. NO	YEAR	MAKE / MODEL	MILEAGE	REASON FOR SURPLUS	PHOTO
PK 2769 5ASAK27492F022769	2002	GEM ELECT	N/A	Vehicle too costly to maintain	
PW 1258 1FDZW82A9NVA01258	1992	FORD LNT	26508	Vehicle repair not cost effective	
PD 4993 1FAHP2MKOEG154993	2014	FORD INTERCEPTO R	N/A	Vehicle is a shell; pulled the engine	
REC 5918 1FBJS31G6THB15918	1996	FORD E350 VAN	N/A	Vehicle repair not cost effective	

Personal Property to be Sold through Negotiated Sale:

MAKE/ MODEL	DESCRIPTION	SERIAL NO.	ESTIMATED VALUE	PHOTO
Remington Rand M1911-A1	45 cal. Semi-auto handgun	1329026	Up to \$1,000	

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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: December 6, 2021

Subject: Consideration to Authorize the Formal Solicitation of Bids for Sweeping and Pressure Washing of City-Owned Parking Lots, Alleys, Sidewalks, and Trash Enclosures in the Downtown Mall Area

RECOMMENDATION:

It is recommended that the City Council authorize the formal solicitation of bids for sweeping and pressure washing services to be advertised and publicly noticed for no less than 14 days prior to the opening of bids.

BACKGROUND:

1. On June 21, 2021, Councilmembers Cindy Montañez and Celeste Rodriguez submitted an agenda report to City Council recommending the creation of a San Fernando Beautification Program (Attachment "A"). Following City Council discussion, an Ad Hoc committee was formed to develop the scope of a citywide beautification program. Councilmembers Montañez and Rodriguez were appointed to the Beautification Program Ad Hoc Committee.
2. On July 27, 2021, the City Council discussed the proposed scope of the Beautification Program Ad Hoc Committee and related Beautification Program concept. After a robust discussion, City Council directed the Ad Hoc Committee to present the proposed scope of the Beautification Ad Hoc Committee, as well as elements included in the San Fernando Beautification Program concept, to the Planning and Preservation Commission and Parks, Wellness and Recreation Commission to receive their feedback.
3. On October 4, 2021, the City Council discussed the scope of Beautification Ad Hoc Committee, including waste management in the downtown area, and approved the San Fernando Beautification Program that incorporated feedback from all of the City commissions. The staff report identified staff's intent to increased maintenance at the publicly owned parking lots, including additional sweeping services.

Consideration to Authorize the Formal Solicitation of Bids for Sweeping and Pressure Washing of City-Owned Parking Lots, Alleys, Sidewalks, and Trash Enclosures in the Downtown Mall Area

Page 2 of 2

ANALYSIS:

The City has identified its downtown parking lots, alleys, and trash enclosures as areas experiencing significant and regular illegal-dumping and littering. In addition, sidewalks, alleys, and trash enclosures in the downtown are heavily-trafficked and are in need of thorough pressure-washing on a regular basis. Reducing illegal dumping, littering, and keeping the sidewalks and alleys clean in the downtown area are key areas of focus of the Beautification Program and City Council Strategic Goals (Strategic Goal II.6) to revitalize and attract investment in the City's business corridors. Keeping these areas free of litter are also important storm water compliance requirements of the City's National Pollutant Discharge Elimination System (NPDES) permit, by keeping litter from migrating into drainages and catch basins.

The proposed Request for Bids (RFB) solicits proposals from contractors to sweep City-owned parking lots and alleys (including trash enclosures) on a daily basis between 2 am and 5 am to coincide with the newly implemented overnight parking restrictions.

The proposed RFB request proposals to pressure wash sidewalks and trash enclosures in the downtown mall area on a bi-weekly basis.

Public Bid Process.

Per Chapter 3, Section 2.A. of the City's Purchasing Policy, a notice shall be published in a newspaper of general circulation at least 14 calendar days prior to the bid opening date. The bid package (Project Specifications, Plans, and Bid Proposal Documents – as shown in Attachment "A") will be available in electronic format to all interested parties.

The bid proposals will be turned into the Public Works department by January 6, 2021. The bids will be analyzed to determine the lowest responsive bidder. Staff will return to City Council for consideration to the award the construction contract on January 17, 2021.

BUDGET IMPACT:

Funding for the enhanced parking lot sweeping and maintenance services will be provided through the Parking Lot Assessment District and Measure W annual allocations. There is no impact on the City's General Fund for the proposed enhanced services.

CONCLUSION:

Staff recommends that the City Council authorize the formal solicitation of bids for sweeping and pressure washing of city-owned parking lots, alleys, sidewalks, and trash enclosures in the downtown mall area.

ATTACHMENT:

A. Project Bid Package

NOTICE INVITING BIDS

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

SWEEPING AND PRESSURE WASHING SERVICES

in strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <https://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois/>

One original and one electronic copy of the proposal must be submitted to the PUBLIC WORKS DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Thursday, January 6, 2022**. In lieu of providing an original copy, proposals will also be accepted via email and must be received prior to the deadline indicated above. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **December 9, 2021**.

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Sweeping and Pressure Washing Services

RELEASE DATE: December 7, 2021

RESPONSE DUE: January 6, 2022

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced contractor to provide sweeping and pressure washing services for a three-year term with two (2) optional one-year extensions, commencing in FY 2021-22. The required services and performance conditions are described in the Scope of Work.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with seven departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 134 full-time equivalent positions and operates from a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified contractors to provide sweeping and pressure washing services in the downtown mall area.

INSTRUCTIONS TO SUBMITTING CONTRACTORS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Matthew Baumgardner, Director of Public Works, via e-mail at mbaumgardner@sfcity.org. Questions must be received by 5:30 p.m. on **Thursday, December 30, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Monday, January 3, 2022**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Matt Baumgardner at mbaumgardner@sfcity.org and the subject line of the email shall read, "City of San Fernando

RFP – Sweeping and Pressure Washing Services.” Proposals must be received no later than Thursday, **January 6, 2022 at 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective contractors;
- 8) Solicit best and final offers from all or some of the prospective contractors;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended contractor.

G. Collusion

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

SCOPE OF SERVICE

The Contractor will provide sweeping and pressure washing services in the downtown mall area.

Invoices shall be submitted monthly and shall contain sufficient detail to identify personnel, hours worked and tasks completed.

SWEEPING SERVICES

1. The City has 12 public parking lots (see Exhibit A) that require daily sweeping between the hours of 2 am and 5am.
2. The contractor shall use mechanical (vacuum truck, leaf blower, etc.) and manual (broom, rake, etc.) means to ensure that the lots are swept clean of debris.
3. The City also needs daily sweeping of the alleys in the downtown mall area, including the trash enclosures that abut the alleys (see Exhibit A). As part of this sweeping, your staff may encounter illegally dumped items within the enclosures or outside of them. This refuse will need to be collected and deposited into the trash bins in the enclosure or, if bins are full, taken to our City Yard for disposal in available trash bins. The trash enclosures and alleys should be swept clean of any debris using mechanical or manual means.
4. The City requests that the contractor keep a log of the illegal dumping within the project areas and submit to City staff on a monthly basis.
5. Provide all required resources for the safety of the public and your staff during the work.
6. Perform all work in a thorough, competent, and professional manner.

PRESSURE WASHING SERVICES

1. The City requires pressure washing services of the sidewalks and trash enclosures within its downtown mall area every two weeks (see Exhibit A).
2. The contractor shall use appropriate equipment to ensure that the water used to pressure wash the areas is contained and collected for disposal in an approved area. It is important that none of the water be allowed to enter the storm drain system.
3. Provide all required resources for the safety of the public and your staff during the work.
4. Perform all work in a thorough, competent, and professional manner.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **three years, with options for two one-year extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Available:	December 7, 2021
Deadline for submittal of Questions:	December 30, 2021
Response to Questions:	January 3, 2022
Deadline for submittal of Proposal:	January 6, 2022
Agreement Presented to Council for Review & Approval:	January 17, 2022

INFORMATION TO BE SUBMITTED

The proposal should include the following:

1. Cost proposal sheet (use Exhibit B)
2. Provide a list of three (3) current or completed projects (use Exhibit C) from the last 5 years that are similar in scope along with contact information for a client reference for the project (name, phone number, email address).

Attachments:

Exhibit A: Project Area
Exhibit B: Cost Proposal Sheet
Exhibit C: List of Similar Projects

SECOND ST

FIRST ST

CITY
HALL

PW
OPS
CENTER

117 Macneil St

120 Macneil St

Lot 6-N
POLICE
DEPARTMENT

910 First St

PB

INFILTRATION
SYSTEM
PROJECT

POOL

SAN
FERNANDO
RECREATION
PARK

BIKEWAY

CECILIA
CHAVEZ
MEMORIAL

TRUMAN ST

Lot 7

Lot 5

Alley (adjacent Lot 5)

Lot 4

Alley (adjacent Lot 4)

Lot 2

SAN FERNANDO RD

Sidewalks to be pressure-washed

Sidewalks to be pressure-washed

Alley (adjacent Lots 11 and 12)

Lot 12 Lot 11

Sidewalks to be pressure-washed

Lot 3

Lot 8

Lot 10

CELIS ST

PICO ST

CORONEL ST

HOLLISTER ST

HEWITT ST

KEWEN ST

GRIFFITH ST

MOTT ST

WOODWORTH ST

O'MELVENY ST

LOPEZ
ADOBE

1100 Pico St.

PV

Lot 9

SAN FERNANDO MISSION BLVD

MACLAY AVE

CARLISLE ST

BRAND BLVD

CHATSWORTH DR

WOLFSKILL ST

KALISHER
POCKET
PARK

PB

PB

Exhibit B - Cost Proposal for Sweeping and Pressure Washing Services*Please provide the daily cost for line items 1 through 19*

Line Item		Sweeping (Daily)
1	Lot 1	\$
2	Lot 2	\$
3	Lot 3	\$
4	Lot 4	\$
5	Lot 5	\$
6	Lot 6N	\$
7	Lot 7	\$
8	Lot 8	\$
9	Lot 9	\$
10	Lot 10	\$
11	Lot 11	\$
12	Lot 12	\$
13	Alley adjacent Lot 4	\$
14	Alley adjacent Lot 5	\$
15	Alley adjacents Lots 11 and 12	\$
16	Trash enclosures adjacent Lot 4 (3 total)	\$
17	Trash enclosures adjacent Lot 5 (2 total)	\$
18	Trash enclosures adjacent Lots 11 and 12 (4 total)	\$
Subtotal Cost:		\$

Please provide the bi-weekly cost for line items 19 through 27

Line Item		Pressure Washing (every 2 weeks)
19	Trash enclosures adjacent Lot 4 (3 total)	\$
20	Trash enclosures adjacent Lot 5 (2 total)	\$
21	Trash enclosures adjacent Lots 11 and 12 (4 total)	\$
22	Sidewalks on San Fernando Rd. between Brand & SF Mission	\$
23	Sidewalks on San Fernando Rd. between Brand & Chatsworth	\$
24	Sidewalks on Celis between Brand & SF Mission	\$
25	Sidewalks on Brand between San Fernando Rd and Celis	\$
26	Sidewalks on Maclay between San Fernando Rd and Celis	\$
27	Sidewalks on SF Mission between San Fernando Rd and Celis	\$
Subtotal Cost:		\$

*Please add the two subtotals and provide Total Cost:***\$**

Please write out the total cost on the line below. For Example, \$25,000 would be *Twenty-Five Thousand Dollars*.

Please provide your signature and date on the line below confirming that you have reviewed and accept your submitted cost as accurate:

Signature

Date

Exhibit C - List of Projects

1. **Project Name:** _____

Description of Scope:

Project Budget: _____

Client Reference (Name, Phone Number, Email Address):

2. **Project Name:** _____

Description of Scope:

Project Budget: _____

Client Reference (Name, Phone Number, Email Address):

3. **Project Name:** _____

Description of Scope:

Project Budget: _____

Client Reference (Name, Phone Number, Email Address):

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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: December 6, 2021

Subject: Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the California Department of Forestry and Fire Protection for the Development of an Urban Forest Management Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8109 (Attachment "A") authorizing the filing of a grant application to California Department of Forestry and Fire Protection (Cal Fire) for the development of an Urban Forest Management Plan;
- b. Authorize the City Manager to accept the grant funds, if awarded;
- c. Authorize the City Manager, or designee, to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

BACKGROUND:

1. On July 9, 2021, the City submitted a concept proposal (Attachment "B") for the Cal Fire Urban and Community Forestry Grant program for the development of an Urban Forest Management Plan (UFMP).
2. On October 4, 2021, Cal Fire notified the City (Attachment "C") that its concept proposal had been accepted and invited the City to submit a full proposal by the December 10, 2021 deadline.

Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the California Department of Forestry and Fire Protection for the Development of an Urban Forest Management Plan
Page 2 of 3

ANALYSIS:

Through its adopted 2022-2027 Strategic Goals, the City Council focused on a commitment to strengthen climate resilience and environmental justice. As part of this effort, the City Council established the goal of seeking funds to develop and implement an urban forest management plan (Strategic Goal IV.2.b). The goal seeks to improve air quality, address extreme heat and heat island impacts, and expand native habitat.

In June 2021, staff from TreePeople reached out to the City and proposed partnering together on the Cal Fire grant opportunity to fund the plan.

The scope of the UFMP will include the following:

- Completion of an updated tree inventory to ensure its effective use in management decisions.
- Implement a community tree planting program, including planting sites and species selection.
- Education of the community on the outcomes of the urban forest assessments, the UFMP planning stages, tree care practices, and the City's urban forest management.
- The City will partner with TreePeople and West Coast Arborists (WCA) to complete all grant related activities.
- TreePeople will perform project management activities, provide coordination, community engagement, and UFMP development.
- WCA will perform a partial tree inventory update and canopy cover analysis.
- TreePeople will use the tree inventory and canopy information to conduct community education. Education will be done in conjunction with a community survey to understand the community's urban forest priorities.
- Conducting tree benefit quantification analysis, by tracking and reporting greenhouse gases.
- Following the assessments, the UFMP development will begin. TreePeople will develop the UFMP with technical support from the City.
- The UFMP will at minimum include a shared vision for the urban forest, an inventory assessment, quantified urban forest benefits, strategic plans, routine maintenance procedures, a street tree planting plan, and an evaluation component.
- A draft UFMP will be made public for review by the City Council and the community with adequate time for feedback.

Upon completion of the scope of the project, a final draft of the UFMP will be presented to the City Council for adoption.

Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the California Department of Forestry and Fire Protection for the Development of an Urban Forest Management Plan
Page 3 of 3

Grant Application Timeline.

The Cal Fire Urban and Community Forestry Grant Program deadline is December 10, 2021. As part of the application, the City must submit an adopted resolution by the City Council authorizing the filing of the grant application.

BUDGET IMPACT:

If the City is successful in receiving the Cal Fire Urban Forest Management Grant, staff will appropriate \$283,775.66 per resolution no. 8075, which authorizes the City Manager to increase revenues and appropriations for all grant funded programs and projects. In addition, the City potentially qualifies for a matching funds waiver; however, the City is proposing to provide qualifying matching funds through a combination of in-kind staff time, volunteerism through TreePeople, and trees donated by Republic Services. The total value of these matching funds is \$103,968 for a total project cost of \$387,743.66. The 26.8% match has the advantage of making the City's full proposal much more competitive, as it demonstrates a strong commitment to the project and its success.

CONCLUSION:

It is recommended that the City Council adopt the proposed resolution authorizing the filing of a grant application for Cal Fire Urban and Community Forestry Grant funding, authorize the City Manager to accept the grant funds and execute all related grant documents required for receiving grant funds pursuant to the terms and conditions of the grant, and authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds, if awarded.

ATTACHMENTS:

- A. Resolution No. 8109
- B. Concept Proposal for Urban Forest Management Plan
- C. Cal Fire Notification Letter

NOTE: DO NOT CHANGE THE FORMAT OR VERBIAGE IN THIS RESOLUTION FORMAT WITHOUT WRITTEN APPROVAL OF CAL FIRE STAFF.

Resolution No.: 8109

RESOLUTION OF THE _____ OF _____
(Title of Governing Body) (City/County/District/nonprofit)

FOR FUNDING FROM THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM OF THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION.

WHEREAS, the Governor of the State of California in cooperation with the State Legislature has appropriated General Funds for the state's urban forestry programs; and

WHEREAS, the State Department of Forestry and Fire Protection has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies and non-profit organizations under the program, and

WHEREAS, said procedures established by the Department of Forestry and Fire Protection require the applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, the applicant will enter an agreement with the State of California to carry out an urban forestry project;

NOW, THEREFORE, BE IT RESOLVED that the _____:
(Title of Governing Body)

1. Approved the filing of an application for the Urban and Community Forestry grant program funds; and
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project; and,
3. Certifies that funds under the jurisdiction of _____ are available to begin the project.

(Title of Governing Body)
4. Certifies that said applicant will expend grant funds prior to March 30, 2025.
5. Appoints _____, or a designee, as agent of the _____ to conduct negotiations,

(Position Title)

(Title of Governing Body)

execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the afore mentioned project.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution, number _____, was duly adopted by the following roll call vote of the _____.

(City Council/Board of Supervisor/Board of Directors)

Ayes: Noes: Absent: (Clerk signature)

Concept Proposal for Cal Fire Urban and Community Forestry Grant Program

Grant type for which you are applying? Urban Forest Management Activities

Project Name/Title: Calles Verdes: City of San Fernando Urban Forest Management Plan

Requested Grant Funding Amount (\$): 288,775.66

Matching Funding Amount (\$): 103,968.00

Total Project Funding Amount (\$): 392,743.66

Projected Project Start Date (MM/DD/YYYY): 11/01/2021

Project End Date (MM/DD/YYYY): 03/30/2025

Source of Technical Expertise: Certified Arborist

Applying Organization: City of San Fernando

Organization Type: City

List organizations you are partnering with. Include a contact name and email address.

TreePeople, Daniel Berger, dberger@treepeople.com

West Coast Arborists, Inc., Nicole Angene, nangene@wca.com

Dudek or other urban forest consultant

Fernandeño-Tataviam Tribe, Rudy Ortega, Jr., Tribal President

Padres Pioneros, Rosa Furumoto

Counties served: Los Angeles County

List the city or cities your project will serve: City of San Fernando

Low Income/Disadvantaged

Disadvantaged

Low Income

Both Low Income and Disadvantaged

Low Income adjacent (1/2 mile) to disadvantaged

Census tracts to be served by the project.

Both Low Income and Disadvantaged 6037320201, 6037104201
Low Income adjacent (1/2 mile) to disadvantaged 6037320202, 6037320100,
6037320300

Required Greenhouse Gas Quantification

Estimated Carbon stored (A): 1,178

Estimated avoided emissions (B): 442

Estimated emissions from project (C): 81

Net GHG benefit (A+B) - C = 1,539

GHG Quantification assumptions

The i-Tree Planting Tool was used to quantify benefits with the following assumptions:

Location: City of San Fernando

Electricity Emission Factor: 227.9 kg

Fuel Emission Factor: 53.1 kg

Years of Project: 38

Tree Mortality: 0

1.5 DBH - DBH of a 15 gallon size tree.

Distance to Nearest in feet: 20-39 as it is assumed these trees will be a mix of street and park locations.

Tree is Northeast of building as an average. Final locations are TBD.

Vintage: Built 1950-1980 due to urban development in the area.

Climate Controls: Heat & A/C

Condition: Excellent

Exposure to Sunlight: Full Sun

During the grant period, GHG quantification will be representative of the exact tree planting location.

GHG Tracking

As the project manager, TreePeople will conduct GHG tracking and reporting. TreePeople is experienced in conducting tree benefit quantification for various grant projects utilizing i-Tree. Furthermore, as the project manager that oversees tree planting, TreePeople will already be recording all tree plantings. This will ensure continuity between fieldwork and project reporting. TreePeople will conduct GHG and MDCA reporting on a quarterly basis, assuming trees were planted during a given quarter. TreePeople will use i-Tree Planting to quantify GHG benefits.

Project Co-Benefits: Stormwater reduction; Improved water quality; Improved air quality; Energy savings; Improved public health; Enhanced active transportation; Improved urban forest management; Jobs created; Job training offered; Heat island reduction; Education events held/media produced; Other co-benefits

Co-Benefit Descriptions

- The tree planting and strategic planning will significantly contribute to urban heat island reduction in a community that faces some of the worst urban heat in California.
- Promote the use of public transportation through strategic canopy expansion.
- Jobs created and promoted through the grant and long-term implementation of proper urban forest management.
- Improved urban forest management through the City's adoption of a formal plan and explicit guidelines to drive the long-term care of their urban forest.
- Educational materials will be created and educational events will be held during the management plan process and subsequent tree planting activities.
- City staff will be trained on urban forest management planning in accordance with industry standards with the goal to obtain relevant certifications.
- Additional quantified co-benefits related to stormwater reduction, air quality, and energy use will result from the trees planted. Preliminary estimates indicate the following benefits from this projects trees:
 - PM2.5 emission reductions (lb) 161.20
 - NOx emission reductions (lb) 3,314.73
 - ROG emission reductions (lb) 54.31
 - Total Water Savings (gallons) 12,886,752
 - Energy Use Reductions (kWh) 832,772
 - Energy Use Reductions (therms) 46,130

CAL FIRE Funded Trees: 250

Total Project Trees: 750

Tree Stock Information

Tree numbers and species are subject to change (for similar species size & characteristics) based on availability and management plan outcomes.

- 70 #15 Quercus agrifolia
- 70 #15 Pinus canariensis
- 70 #15 Afrocarpus falcatus
- 60 #15 Arbutus 'Marina'
- 60 #15 Chitalpa tashkentensis
- 60 #15 Parkinsonia 'Desert Museum'

60 #15 Jacaranda mimosifolia
60 #15 Quercus ilex
60 #15 Eucalyptus polyanthemus
60 #15 Geijera parviflora
60 #15 Pistacia 'Red Push'
60 #15 Quercus tomentella

Management Activities Background Information

Tree Ordinance
Tree Inventory

Ordinance Age (YYYY): 2002

General Plan Element Age (YYYY)

Inventory Age (YYYY): 2008

Urban Forest Management Plan (UFMP) Age (YYYY)

Management Activities To Be Funded

Tree Inventory
Urban Forest Management Plan (must answer "Management Plan Information" below)
Urban Forestry Ordinance or Policy Development
Urban Forest Canopy Assessment and/or Mapping

Other Management Activities Explanantion

Management Plan Information

Plan will cover a period of at least 40 years.
Plan will cover the entire jurisdiction.
Plan will include private property in some way.
Plan will have public involvement.
Plan will be integrated with ordinances.
Plan will be integrated with policies and/or applicable plans.
Mapping and/or analysis will be used to inform the plan.
Plan will set a tree canopy cover goal.

Expected Number of Jobs to be created.

Number of people that job training will be provided to.

Certifications Etc.

Description of Educational and/or Practical Curriculum

Background and Rationale

San Fernando is a model for how DAC can address environmental justice, extreme heat and climate threats, through urban forestry and greening. The City aims to achieve a 33% tree canopy increase by 2027 in partnership with TreePeople, the Ca Coastal Conservancy, CAL FIRE and its waste hauler. Given the significant investment in its urban forest and exceptional community support, the city council adopted a strategic goal to develop an Urban Forest Management Plan. The community rallied behind these efforts and hundreds of volunteers trained by TreePeople have planted over 500 trees. The UFMP will provide essential guidance to maintain a healthy urban forest.

The City is a tight-knit working-class community defined as Low-Income by AB 1550. 93% of the population is Latino and at least 18% live below the federal poverty level, exceeding the state average. Per CalEnviroScreen 3.0, the City is located in one of the most DAC areas, being in the 91st percentile for exposure to environmental health hazards such as toxic sites and poor air quality. The City is also ground-zero for extreme heat, experiencing an average of 54 extreme heat days per year (95°F+). If today's GHGs and heat impacts are not curtailed, that number is expected to grow to 92 days by 2050. The City confronts a number of health challenges, including respiratory illness, cancer and rising rates of obesity which has led to chronic illnesses. A County study ranked the City 90 out of 103 cities for life expectancy.

Project Objectives

The objective of this project is to address the immediate environmental burdens the community faces through urban forestry. In addition, this project will prioritize the long-term maintenance and care for the widespread tree planting efforts currently taking place.

This project will complete an updated tree inventory to ensure its effective use in management decisions. An updated inventory, along with a canopy assessment, will be instrumental in steering the Urban Forest Management Plan (UMFP).

An UFMP will be created and adopted. The UFMP will be the City's guiding document to ensure that the benefits of a healthy urban forest are available to the community. A main goal of the UFMP will be to increase citywide canopy cover in order to maximize urban cooling, stormwater mitigation, air pollution mitigation, and improve walkability. Other city policies that relate to urban

forestry will be reviewed and updated to guarantee urban forest management continuity. After the UFMP is complete, the City will implement a community tree planting program. Tree planting sites and species will be guided by the recently completed UFMP.

Throughout the UFMP and tree planting processes we will educate the community on the outcomes of the urban forest assessments, the UFMP planning stages, tree care practices, and the City's urban forest management. Outreach will be done to educate and foster organized input for the UFMP.

Project Scope of Work

The City will partner with TreePeople, WCA, and Dudek. The project will need minimal preparation as all entities have working relationships. TreePeople will perform project management activities, provide coordination, community engagement, and UFMP development.

WCA will perform a partial tree inventory update and canopy cover analysis. TreePeople will use the tree inventory and canopy information to conduct community education. Education will be done in conjunction with a community survey to understand the community's urban forest priorities. TreePeople will host educational workshops and attend community events to conduct education and surveying. The inventory data, canopy assessment and community survey will provide input for the UFMP.

Following the assessments, the UFMP development will begin. TreePeople will develop the UFMP with technical support from the City and Dudek. The UFMP will at minimum include a shared vision for the urban forest, an inventory assessment, quantified urban forest benefits, strategic plans, routine maintenance procedures, a street tree planting plan, and an evaluation component. A draft UFMP will be made public for review by the City Council and the community with adequate time for feedback.

The City Council will adopt the UFMP. Then, the City and TreePeople will conduct tree planting, using volunteers where feasible. Tree planting will be guided by the priorities and specifications outlined in the UFMP. TreePeople will conduct young tree care.

Past Project Work

The City has extensive experience in urban forestry and environmental planning. In an effort to mitigate the environmental impacts of urban heat and air pollution, the City has prioritized the development of implementation and planning projects that include: Calles Verdes, CarlisleGreen Street, Safe and Active Streets, First Mile/Last Mile, Pacoima Wash Greenway, Safe Routes to School, and the San Fernando Park Infiltration Project. The City and

TreePeople are currently partnered on the Calles Verdes, conducting urban greening in the city.

TreePeople, WCA and Dudek have experience conducting urban forestry grants through CAL FIRE. They have delivered on project outcomes, grant commitments, and authentic engagement in previous grants.

CAL FIRE Funding Request

Personnel: 0

Contractual: 252,952.96

Travel: 1,150.00

Supplies: 19,962.50

Equipment: 0

Education and Outreach: 4,100.00

Other Direct Costs: 250.00

DIRECT COSTS SUB-TOTAL: 283,775.66

Indirect costs: 0

TOTAL REQUESTED FUNDING: 283,775.66

Matching Funding

Matching Source 1: City of San Fernando staff time, \$18,750.00, in-kind.

Matching Source 2: Volunteerism, \$56,718.00, in-kind.

Matching Source 3: Republic Services \$27,500, awarded.

Matching Source 4: TreePeople, \$1,000.00, in-kind.

TOTAL MATCHING: 103,968.00

TOTAL PROJECT COST: 387,743.66

Matching Percentage: 26.47%

Explanation of Requested Costs

Contractual:

West Coast Arborist - updated tree inventory - field data collection done to inventory GPS locations with attributes - \$3/site x 3,000 sites = \$ 9,000.00

TreePeople – Total personnel costs for project management, UFMP

development, tree planting labor & volunteer coordination, scheduling events, coordinating volunteers, grant reporting, GHG calcs, setting up community meetings, etc. - \$ 238,952.96

Dudek or other urban forest contractor – technical support for UFMP development - lump sum - \$ 5,000.00

Travel:

Mileage - 2000 miles x \$0.575/mile - \$1,150.00

Supplies:

Trees - 250 #15 trees @ \$55/tree - \$13,750.00

Replacement Trees - 25 #15 trees @ \$55/tree - \$1,375.00

Tree Stakes - 500 @ \$5.25/tree - \$2,625.00

Tree Ties - 1000 @ \$0.75/tie - \$750.00

Arbor Guards - 250 @ \$2.25/guard - \$562.50

Watering buckets - 150 @ \$6.00 - \$ 900.00

Laptop and Warranty - 1 @ \$1,525 each - \$1,525.00

Flatbed Truck (Caltrans Code 12-20) - 220 hours x \$40.16/hour - \$8,835.20

Outreach/Education

Educational materials and incentives - \$ 3,500.00

Project Signage - 2 @ \$300 each - \$600.00

Other

Community Survey Subscription - \$ 250.00

Explanation of Matching Funds

Although the project is eligible for match to be waived because of the DAC status, we are committed to bringing this project to the city. The match below demonstrates the City, community, and local group support to conduct this urban forest management plan project.

Match total: \$103,968.00

-City staff time for project implementation and management plan support:

\$75/hour x 250 hours = \$ 18,750.00

-Volunteerism for tree planting and care events: \$31.51/hr x 1800 hrs =

\$56,718.00

-Republic Services for the donation of 500 trees to be planted during the grant:

\$55/tree x 500 trees = \$27,500

-TreePeople for shovels, buckets, and other volunteer equipment: \$1,000.00

STATE OF CALIFORNIA—NATURAL RESOURCES AGENCY

Gavin Newsom, Governor



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Urban and Community Forestry Program

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 657-2289
Website: www.fire.ca.gov



October 4, 2021

Matt Baumgardner
City of San Fernando
117 Macneil Street
San Fernando, California 91340

RE: Concept Proposal for the CAL FIRE Urban and Community Forestry Grant

Dear Concept Proposal Applicant,

We are pleased to inform you that your organization is invited to submit an Urban Forestry Grant Application for your project titled **Calles Verdes: City of San Fernando Urban Forest Management Plan** in the **Urban Forest Management Activities** category. Your Project Tracking Number is **21-UF-MGMT-012**.

You will need to obtain the Project Application from your Regional Urban Forester (RUF) listed on our [web page](#) or Appendix G of the [Grant Guidelines](#). The Guidelines contain information necessary to complete your application, and we recommend reading the document before contacting your RUF.

You will receive an invitation to a SharePoint folder for you to submit your application and supporting documents. Each document must reference your Project Tracking Number. Note that we send the invitation from an automated email system, which could end up in your 'Spam' folder.

The deadline to upload the required documents to your folder is **3:00 PM PST on December 10, 2021.**

With anticipated administrative delays for the holidays, we expect to award projects in January or February 2022.

Sincerely,

Walter Passmore
State Urban Forester

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: December 6, 2021

Subject: Consideration to Authorize the Purchase of a NICE Logging Recorder from Motorola Solutions, Inc.

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding and authorize the purchase of a NICE Logging Recorder from Motorola Solutions, Inc. (Attachment "A") through a cooperative purchasing contract with the County of Los Angeles, contract # MA-IS-1740313; and
- b. Authorize the City Manager to execute a Purchase Order with Motorola Solutions, Inc. in an amount not to exceed \$96,000.

BACKGROUND:

1. On November 18, 2019, the City Council authorized a Lease-Purchase agreement with Motorola Solutions, Inc. to purchase and install a new City-Wide Radio System.
2. On August 14, 2020, the Police Department submitted a formal letter to the State of California (State) requesting a budget allocation to fund the City's Public Safety Radio System.
3. On June 28, 2021, Governor Newsom approved the Fiscal Year (FY) 2021-2022 State Budget, which included an allocation of \$2,000,000 for the Police Department's City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras.
4. On November 15, 2021, the City Council adopted Resolution No. 8104 accepting the State's allocated funds for the City in the amount of \$2,000,000 for the Police Department's City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras.

Consideration to Authorize the Purchase of NICE Logging Recorder from Motorola Solutions, Inc.

Page 2 of 3

ANALYSIS:

The purchase, installation, and implementation of a new city-wide radio system represents a significant investment by the City and unites the Police Department and Public Works Department on the same communication platform, which provides interoperability with local, State and Federal Agencies.

The allocated State funds will allow the City to pay off the remaining balance of the lease-purchase agreement with Motorola Solutions, Inc. early, with no pre-payment penalty, while saving approximately \$1,000,000 in costs that were formerly appropriated from the City's General Fund. This savings will be returned to the General Fund reserve balance and will be available to be appropriated by City Council through the annual budget process. Additionally, the allocated funding from the State enables the Police Department to fund the purchase of Body-Worn cameras and In-Vehicle cameras, which will support continued efforts to enhance transparency and Community-Based Policing.

During the installation of the new City-Wide Radio System, it was discovered that the current 15-year old NICE Logging Recorder, which records all radio voice traffic, and regular and 911 phone calls, will no longer be compatible with the new systems. The new City-Wide Radio System requires a new upgraded NICE Logging Recorder to capture all transmitted radio traffic, regular and 911 phone calls, and data.

The proposed replacement of the NICE Logging Recorder is being purchased by cooperative procurement through a competitively bid contract between the County of Los Angeles and Motorola Solutions, Inc. Purchasing the recorder in this manner is in accordance with the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the NICE Logging Recorder is offered by the vendor at the same terms, conditions and price as described in the contract with the County of Los Angeles.

Additionally, City's Purchasing Ordinance allows limiting/waiving bidding procedures for when purchasing special equipment or supplies (Section 2-801) that are needed to be compatible with existing equipment, or to perform complex or unique functions, including proprietary items sold direct from the manufacturer. This procurement also meets the City's definition of Special Equipment/Supplies.

BUDGET IMPACT:

The City received \$2,000,000 funds from the State of California to fund the new radio system and body-worn cameras, which are appropriated in the City's current FY 2021-2022 budget in the Grant Fund, account 010-225-3698-4500. There are sufficient grant funds appropriated to cover the full cost to purchase and install the NICE Logging Recorder.

Consideration to Authorize the Purchase of NICE Logging Recorder from Motorola Solutions, Inc.

Page 3 of 3

CONCLUSION:

Staff recommends that the City Council waive formal bid requirements and approve the purchase of the NICE Logging Recorder and authorize the City Manager to execute a purchase order in the amount not to exceed \$96,000, using the County of Los Angeles Purchasing Cooperative contract.

ATTACHMENT:

A. Motorola NICE Logging Recorder Proposal



Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

November 8th, 2021

Chief Anthony Vairo
City of San Fernando Police Department
910 1st Street
San Fernando, CA 91340

Subject: IP Logger Proposal

Dear Chief Vairo,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide San Fernando Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that addresses your needs and provides exceptional value.

To address the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for IP Radio Logging System

Motorola's proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement ('CSSA') and its attachments set forth in the Contractual Documentation section of this Proposal. The City of San Fernando may accept this proposal by returning a signed copy of the CSSA. Pricing will remain valid for 90 days from the date of this proposal.

Any questions San Fernando has regarding this proposal can be directed to Denis Redzepagic, your Account Manager at 619-577-3619, denis.redzepagic@motorolasolutions.com

We thank you for the opportunity to furnish The City of San Fernando with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Bravo', with a stylized flourish at the end.

Mike Bravo
Area Sales Manager



MOTOROLA SOLUTIONS

CITY OF SAN FERNANDO POLICE DEPARTMENT

NICE LOGGING RECORDER

November 8, 2021

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SECTION 1

SYSTEM DESCRIPTION

1.1 OVERVIEW

Motorola Solutions is pleased to propose a NICE IP logging solution proposal for a 20 Channel Inform v10 Inform Professional multimedia recording solution to the San Fernando Police Department, to be installed at the PD dispatch site.

The NICE Inform Server hosts the NICE Inform database, the NICE Inform Server software services and the web interface used by the clients to start the NICE Inform Applications. The NICE Inform Server software provides a single entry point into the underlying logging systems, providing a unified view across parallel recording systems. The solution includes Inform Reconstruction incident recreation.

1.2 PROPOSED SOLUTION

The NICE Inform Server hosts the NICE Inform database:

- The NICE Inform Server software services and the web interface used by the clients to start the NICE Inform Applications.
- Provides a single entry point into the underlying logging systems, providing a unified view across parallel recording systems.
- Includes Inform Reconstruction incident recreation.

A 4 channel Motorola 2019 MCC78500 IP radio Logger will be installed on the RNI and connected to the NIR server on the CEN. Port 455 needs to be opened to support archiving of the audio files via SMB.

The 16 Channel NIR recorder support Analog 2-wire and passive VOIP recording of the Vesta station will be installed on an HP ML350 server. A 10-meter open lead cable is provided to wire the analog ports.

The Inform Server will be installed at the NIR recording server.

The NICE Inform Health Manager is an alarm management solution that provides detailed device monitoring to track, visualize, and rapidly alert users to events in the monitored NICE Inform System. This will be installed on the NIR server in a Hyper-v session.

1.2.1 Recording

The NICE Inform Multimedia Recorder is designed to meet the mission-critical needs of the most demanding public safety emergency communications environments. It



can be tailored to meet your specific requirements, with recording capability for both ASTRO 25 and conventional radio.

Motorola Solutions Certified IP Radio Recording

Feature highlights

- Integrates with the Motorola Solutions ASTRO 25 radio network and MCC7500 Consoles
- Captures a wealth of data with each recording, including Talk Group, Alias, Unit ID, Emergency Button activation and much more.
- Accommodates as many as 256 Talk Groups per logger (no additional cost).
- Records in high-quality digital format. User can listen to calls as the Dispatcher heard it (no enhancements) or use enhancements to better hear what was said.

The benefits of certification

- **More robust:** Fewer single points of failure and more redundancy than other solutions.
- **More secure:** Uses Motorola Solution's network security; and Motorola Solutions manages the security updates for you.
- **Less system management for you:** Motorola Solutions manages upgrades, security updates, and support response.

The benefits of fully integrated Solution

- NICE has Support Technicians embedded at the Motorola Solutions SSC. Only NICE has integrated its support response with Motorola Solutions SSC. This means a faster and more effective response for you. Also, you have one number to call for everything regarding your radio system and your recording system.
- NICE-certified ASTRO recording solution is fully integrated into the NICE NG911 solution. Use one GUI, one search, and one synchronized timeline visualization for everything you record.

1.2.2 Built-in Resiliency and Fault Tolerance

Motorola Solutions offers high-value options for redundancy and resiliency of both hardware and software components of the recording solution.

A seamless user experience is assured with centralized search and replay; the solution allows recordings from primary and backup resources to be automatically paired, but can suppress the display of duplicate calls in user interfaces. This means that although the calls are recorded twice, only a single call is returned in search results.

Resiliency Standard

- Each logger has RAID 1 or RAID 5 to prevent data loss.
- Each logger has redundant power supplies
- Radio Loggers offer up to 150,000 hours of redundant storage in the standard bundle. The NICE radio recording solution comes with two servers; one for Logging and one for storage. The Logger holds up to 150,000 hours of audio, and the Storage Server holds up to 500,000 hours. This means that the most recent 150,000 hours of audio are stored separately in two servers.



- The Storage Server can also be used to provide a backup of call metadata stored in your MS SQL database. Distributed Architecture: Separate recording servers for radio and telephone prevent a single failure from disabling your entire recording.
- The Motorola Solutions Radio Network and the Customer Network are connected by a Border Router and Firewall. A Motorola Solutions Certified solution by NICE resides on the radio network and so does not depend on these devices. This reduces the number of possible points of failure. Non-Certified recording solutions require the proper functioning of both Border Router and Firewall.

1.2.3 Inform Applications

1.2.3.1 Reconstruction – Search, Visualization, Playback

NICE Inform interface is comprised of modular applications for advanced incident information management. Using NICE Inform, the process of event reconstruction, investigation and information-sharing is efficient and complete.

A single interface allows users to store incident information in an incident folder. Users can then enrich the incident folder by adding post-incident information. Tools are available to securely share this information with others.

Every action taken on any of the recordings, or within the system itself, is logged in audit trail, enabling detailed activity monitoring as an added layer of security.

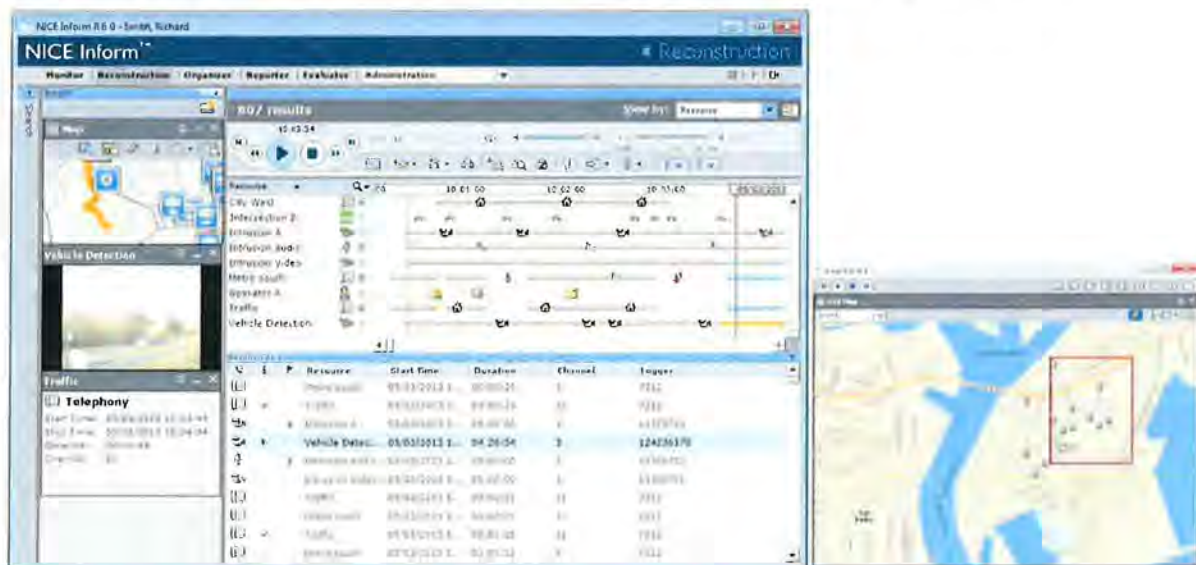


Figure1: Inform GUI Showing a Multi-media Search Result that Includes Radio, Telephone, Video, Mapping and CAD Events

1.2.3.2 Audio Search, Replay & Live Monitoring

NICE Inform Elite provides an application for the search and replay of all recordings – combining radio, telephony, and text-to-911 calls. It consolidates all captured recordings into a single, synchronized timeline for true incident reconstruction and playback.

Quickly find recorded communications based on caller ID, incident type, location information, call duration, date and time, user name, channel ID, call direction, CLI/dialed numbers, Incident ID, Incident type, notes, and/or marked calls.

Recent Call Replay

Authorized users may replay the last recordings (over configurable search period) on up to 50 resources.

Audio Redaction

Fully integrated with the NICE Inform Reconstruction application. Redacted call segments are replaced with silence or audible tone in a copy of the recording. Original recording remains intact.

GIS Mapping of Incident Recordings and Data

Associates radio transmissions or telephone calls with geographic locations and displays all information on a map. Location-based searches allow users to click and drag around the map view to define or refine their search.

Inform Matrix Multi-Agency System Sharing

The solution allows shared access to recordings between servers in a controlled and secure manner with multi-tenancy, involving agency-partitioned servers, linked to local recorders.

Search for Recordings using CAD Data

Allows users to find all recordings related to the same incident and related incidents more quickly and with greater precision using unlimited scope of CAD data. Search results include visualizations of recorded phone, radio and text communications, synchronized with incident events, such as incident entry time, time of dispatch, en-route, on-scene, and more.

1.2.3.3 System and User Administration

The System Administration function enables an authorized user to configure the Inform applications server to connect to the media capture servers and to label system resources.

User administrators set up system-wide and user-by-user security for the system. Every user requires a security account, which is used to control access to all Inform modules, module features, and recorded channels and resources in the system.

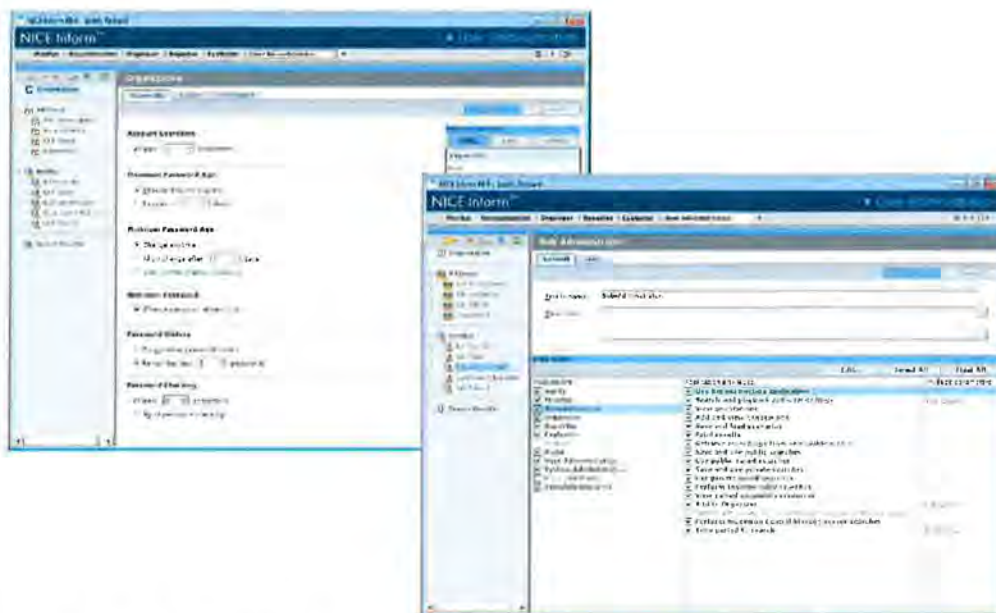


Figure-2: NICE Inform Administrator Interface Enables Custom Configuration of Any Number of User Profiles

System Administration

The principal tasks involved with Inform **System Administration** include:

- Addition, editing, and removal of recording systems or recorders.
- Assigning user-specified names or labels to each channel
- Creating groups of channels to enable security rights management of a group of channels as a single entity.

User Administration

The principal tasks involved with **User Administration** are:

- Configuration of user and system-wide security policies.
- Creation, editing, and deletion of users and groups.
- Assignment of privileges to a profile, which can then be given to a user or user group.
- Attachment of profiles and associated privileges to existing network and domain users

1.2.3.4 System Health and Security

NICE Inform guards and verifies the authenticity of each recording, from capture and inclusion in incident reconstruction folders to distribution and sharing.

Access to recordings and other user actions is tracked and logged in audit trails for comprehensive monitoring.

The solution also monitors system events and initiates alarms and alerts in response to anomalies.

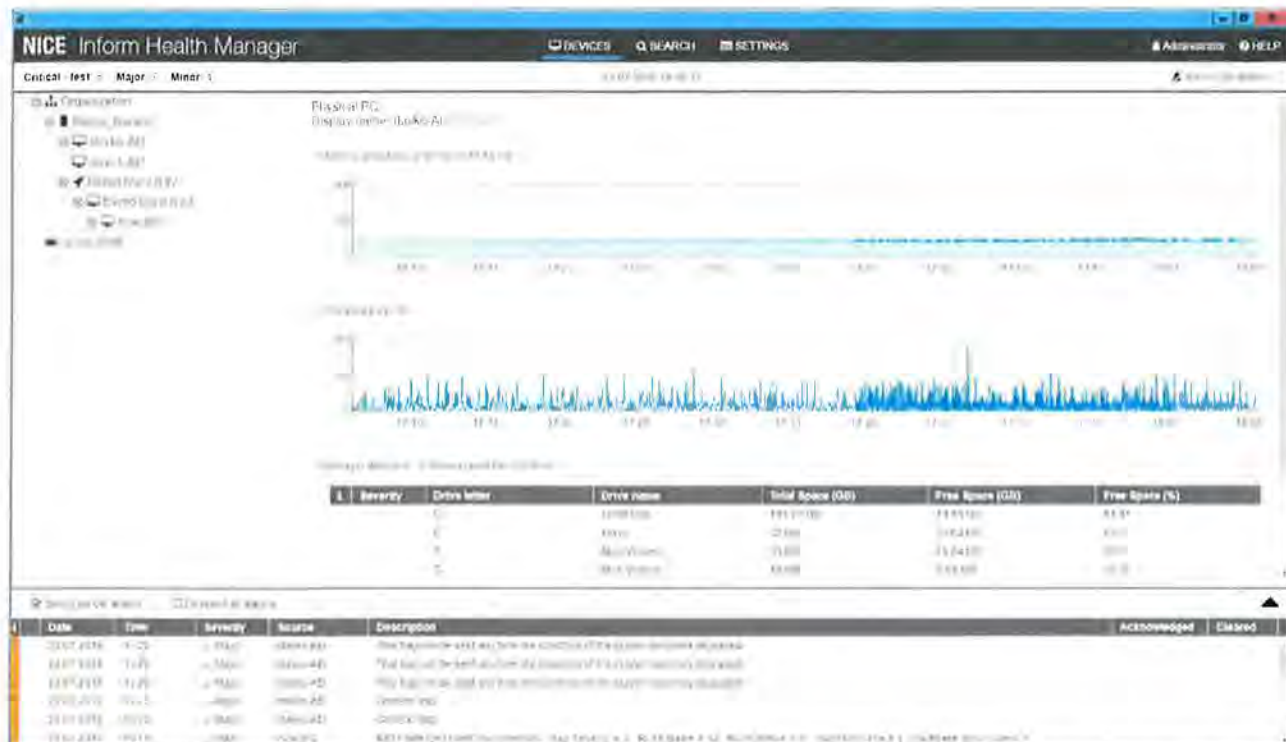


Figure-3: NICE Inform Health Manager Provides Tabular and Graphical Feedback on Alarms and Device Performance

Audit Trail Reporting

An audit trail of all actions taken on any of the recordings (or within the system itself) is kept in quarantine. Solution interface enables searches to pinpoint a specific user or system action. The desired audit trail information can be exported in a CSV file.

Monitoring and Alarming

System status is tracked using SNMP alerts. Hardware and software components are SNMP-compliant (each with a custom MIB file) and provide real-time system monitoring and alerting to the SNMP Manager(s).

1.2.3.5 Organizer – Incident Reconstruction

NICE Inform Organizer is a unique incident management application for information assembly, debriefing, and distribution. This application makes it easier to collect, organize, and share multimedia content for investigations, while protecting chain of custody.

Assemble and organize any number of records into folders created for each incident. Include multimedia recordings captured by NICE system and add documents, photos, video clips, audio, or virtually any other third-party content, including accident or crime scene evidence from citizen mobile phones.

This application also streamlines and standardizes sharing of incident records with internal and external parties.

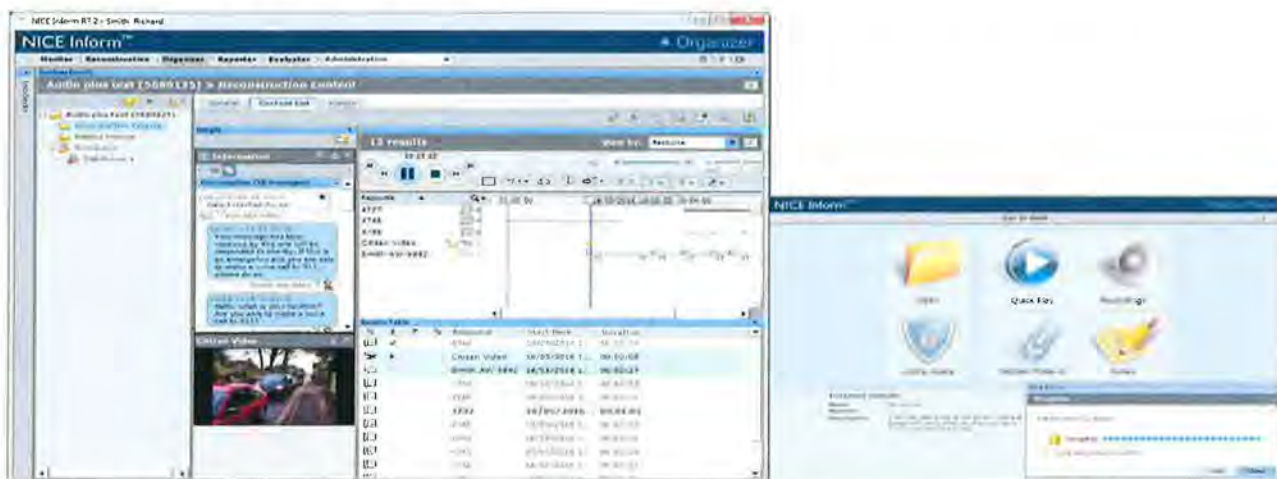
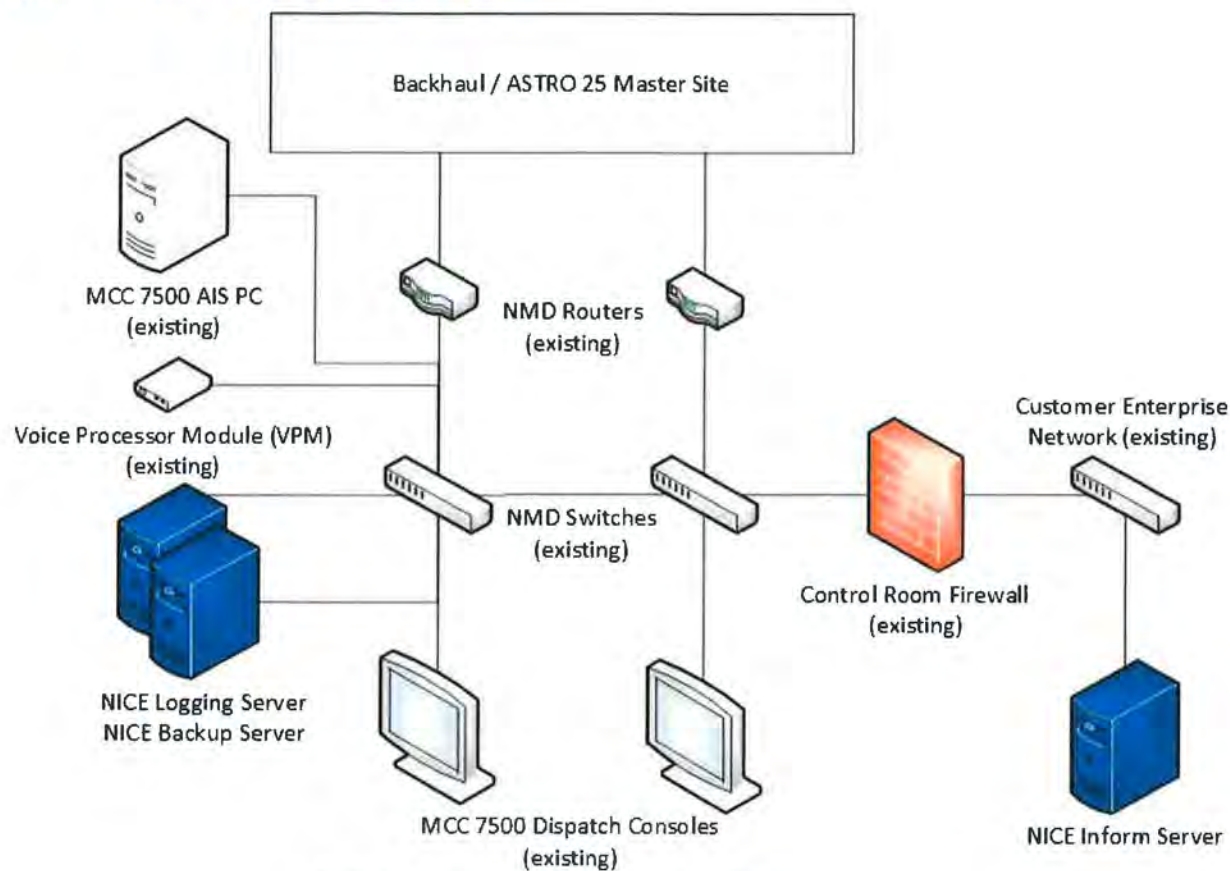


Figure 4: NICE Inform Organizer Interface is Replicated in a Secure, Stand-alone Distribution

Distribution with Media Player

Authorized users can export incident folders as encrypted, password-protected, executable files. Include certification audio to authenticate and introduce contents of the folder. Redact one or multiple sensitive segments of audio recordings prior to exporting, while preserving the integrity of originals. Recipients can visualize and play the contents of the exported files in the same synchronized manner as the Sender – as well as view any notations. If you wish to burn the records onto CD or DVD media, the burning software is built-in for your convenience.

1.3 SYSTEM DIAGRAM



Preliminary drawing; final as-built may differ.
Not all connections and components shown.
New components shown in blue.

1.4 DESIGN ASSUMPTIONS

This section details the assumptions Motorola has made in order to prepare this design. Should any of these assumptions be incorrect or unacceptable to San Fernando Police Department, Motorola reserves the right to amend the design, which could result in a change in project scope, schedule, and cost.

- SFPD's existing MCC 7500 Archiving Interface Server (AIS) will be used for the proposed NICE logging solution.
- Since the existing AIS will be used, the cutover to the NICE logging system from the legacy logging system will include a logging downtime period where no radio system traffic will be logged. Motorola is not responsible for any mitigation of this downtime period and does not make any guarantees as to the length of the downtime.
- The proposed logging solution will support up to one hundred twenty (120) simultaneous clear (not encrypted) audio streams.
- The proposed logging solution will support up to two hundred, fifty-six (256) affiliated ASTRO resources (trunked talkgroups plus conventional channels.)
- The NICE Inform server will be connected to the San Fernando dispatch site Customer Enterprise Network (CEN).
- San Fernando Police Department will provide CEN connectivity between NICE logging servers and Inform server.
- San Fernando Police Department will provide surge protection and at least five (5) minutes of UPS backup power for all equipment.
- San Fernando Police Department will provide sufficient rack space for equipment installation at the SFPD dispatch site.
- Sites will meet R56 "Standards and Guidelines for Communications Sites" guidelines. Unless specified, no site improvements are included.
- The ASTRO system is at system release 7.18.
- Only Land Mobile Radio (LMR) resources will be logged; logging for any telephony resources (such as 911 or admin phone lines) is not included.
- SFPD will provide workstations with IP connectivity for users to access the NICE Inform server for playback and other operations.
- Customer supplied replay workstations must support the Microsoft .NET infrastructure.
- Customer is responsible for all on-going management of all sub-systems in the solutions (e.g.. NICE Recorder, MCC7500 IP Radio Logger, Inform, etc...), including database back-ups, archive management, etc...
- The proposed Solution provides storage internal to the logger. Unless specifically stated, Motorola makes no claim as to the retention period (measured in the number of days) this Solution will support, as it is entirely dependent on the amount of audio the Customer generates each day.



- The solution includes a SQL database (with appropriate SQL licensing) for each logger. It is the responsibility of the Customer to back-up these databases on a regular basis.
- The storage in the recorder for SQL database tables is not unlimited. If customer retention requirements is measured in years rather than months, it is the responsibility of the Customer to raise this subject with Motorola prior to the final system configuration. This will help ensure the Customer receives a solution that will meet retention requirements.
- Motorola is not responsible for moving or removal of the legacy recording system.



SECTION 2

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	TT3805A	SINGLE NIR VOIP TELEPHONY ONLY
1	TT3810A	UPLIFT FOR NIR ML350 SERVER LOGGER SWAP
1	TT3803A	SINGLE NIR RADIO LOGGER
4	TT06305AA	Additional channel premium for a P25 TR channel - New
1	TT06274AA	A2019.1 System Flag
20	TT06303AA	Audio Recording Channel license with Inform Professional applications support - New
5	DDN3314A	MS SQL 2019 64 bit User/Device Client Access License
1	DDN3308A	Inform Release 10 Indicator
1	DDN3169A	OPTIONAL RDX DRIVE FOR NIR ML350
1	DDN2523A	MySQL Server license (Standard Edition)
1	DDN2508A	Split Serial Cable RS232 10 meter (used for CDR)
1	DDN2509A	Moxa NPort 1port device server w/(1)DB9M RS232 port & (1) 10/100 network port.
1	DDN3313A	MS SQL 2019 64 bit Server Client Access License
1	DDN2487A	Analog / Digital / Trunk full length PCI-E interface board (NO CABLE included)
1	DDN2502A	Connection cable 10m for Analog/Digital cards

SECTION 3

ACCEPTANCE TEST PLAN

A preliminary set of tests are provided below. These tests will be performed in the field after installation and configuration of the proposed system has been completed. San Fernando Police Department will provide a playback workstation PC access, to allow these tests to occur.

These tests will be discussed and refined during the design review phase of the project.

3.1 AUDIO IP LOGGING

3.1.1 Logging Trunking Talkgroup Call

1. DESCRIPTION

This test will demonstrate how the Archiving Interface Server (AIS) can be used to log trunking talkgroup call audio/events on a given talkgroup. The audio is archived in a vocoded format (IMBE for Trunking Talkgroup Calls).

SETUP

The AIS at MCC 7500 Console site affiliated to TALKGROUP 1.

RADIO-1 - TALKGROUP 1

RADIO-1 - SITE 1

CONSOLE-1 - TALKGROUP 1

CONSOLE-1 - CONSOLE SITE 1

VERSION #1.020

2. TEST

- Step 1. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that the call events/audio are being sent to the logging system by the AIS.
- Step 3. Using the playback application, verify the logged audio/events correspond to steps 1 and 2.
- Step 4. Initiate a talkgroup call from CONSOLE-1 on TALKGROUP 1.
- Step 5. Observe that the call events/audio are being sent to the logging system by the AIS.
- Step 6. Using the playback application, verify the audio/events logged correspond to steps 4 and 5.

Pass_____ Fail_____

Audio IP Logging

3.1.2 Logging Subsystem - Emergency Events and Calls-Emergency Alarm

1. DESCRIPTION

This test will demonstrate that upon receiving notification from the Zone Controller of an Emergency Acknowledge/Recognize issued for a resource that the AIS is monitoring, the AIS will report the event to the Logging System.

SETUP

RADIO-1 TALKGROUP 1
CONSOLE-1 TALKGROUP 1
AIS, NICE play back station and record station connected to AIS via the site LAN switch. Configure an alias for RADIO-1 and RADIO-2 and allow adequate time for data propagation.

VERSION #1.010

2. TEST

- Step 1. Start an emergency alarm from RADIO-1
- Step 2. Verify that a RADIO-1 displays a emergency indication and CONSOLE-1 gets the Emergency indication.
- Step 3. Key up RADIO-1 on TALKGROUP 1. Verify that CONSOLE-1 receives audio on TALKGROUP 1.
- Step 4. Playback recent TALKGROUP 1 call activities
- Step 5. Verify that the logging system has recorded the emergency alarm call/events with correct Resource Alias, Individual Alias, Site ID and the zone ID.

Pass____ Fail____

3.2 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

SECTION 4

STATEMENT OF WORK

4.1 OVERVIEW

Motorola proposes the installation and configuration of the equipment defined in the System Description and Equipment List. This section delineates the general responsibilities between Motorola and the San Fernando Police Department as agreed to by contract.

4.2 STATEMENT OF WORK

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	X
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X



Tasks	Motorola Solutions	Customer
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Validate that Customer site can accommodate proposed equipment.		X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide network performance specifications and demarcation points.	X	
Ensure network is able to perform at the provided specifications.		X
Provide heat load and power requirements for new equipment.	X	
Ensure HVAC and electrical systems support new equipment loads at the provided specifications.		X
Provide information on existing system interfaces.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X

Tasks	Motorola Solutions	Customer
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	

Tasks	Motorola Solutions	Customer
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description.	X	
Coordinate third party equipment installation and configuration.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Logging Equipment Installation and Configuration		
Supply logging equipment as defined in system description.	X	
Provide interface from Motorola radio system to new logging equipment.	X	
Provide any other required audio or other interface to new logging system.		X
Configure the new Motorola supplied logging equipment including: <ul style="list-style-type: none"> Configure IP address/Hostname/Time of Motorola devices on customer supplied CEN. Load all software on server hardware (mandatory third-party software (Microsoft O/S and SQL) and NICE software) – including relevant/mandatory Microsoft O/S patches and updates. Install User Interface Application 	X	



Tasks	Motorola Solutions	Customer
<ul style="list-style-type: none"> • Install and configure all relevant software modules • Install relevant Update Packs and Hot Fixes, as needed • Register Logger and map channel/audio inputs • Configure archiving, as necessary. • Set up/Configure Share/UNC Paths • Create Locations • Configure Rules • Configure the audio interface between the NICE logger and proposed AISs. 		
Deliverable: Logging equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Document the results of the acceptance tests and present to the Customer for review.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for NICE training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the NICE training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X



Tasks	Motorola Solutions	Customer
Deliverable: NICE Training coursework completed.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

4.3 IMPLEMENTATION ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions. Alternate solutions required may impact the work effort and/or schedule constituting a change order.

- Work is performed on non-holidays during normal business hours, Monday – Friday, 8am – 5pm.
- Any site upgrades or modifications required to support this installation or equipment are the responsibility of SFPD.
- Any required system interconnections not specifically outlined here will be provided by SFPD.
- No performance bond is required.
- No configuration, removal or any scope related to the existing legacy logging system is included.

4.4 IMPLEMENTATION SCHEDULE

Below is an estimated project schedule that is subject to change during the detailed design review.

Task	Duration
Contract	10 days
Contract Design Review	5 days
Order Processing	2 days
Manufacturing	90 days
Ship to Field	10 days
Receive and Inventory	1 day
Installation & Testing	10 days
Training	6 days
Finalize Documentation	2 days
Final Acceptance and Transition to Service	2 days

4.5 CHANGE ORDER PROCESS

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 5

TRAINING

Prior to Implementation, the NICE PM will schedule training as purchased at a date mutually agreed upon by all parties. The PM will remind the Purchaser of the limitations on the maximum number of students for the respective training course.

Please note that cancellations/rescheduling within 15 days of the agreed-upon training date will result in a cancellation fee.

The NICE PM will review the Purchaser requirements for facilitating successful on-site training (if purchased). In general terms, the following will be required:

- Comfortable conditions for the training sessions
- Playback PC workstations connected to the Inform server (in adequate numbers)
- Projector connected to a Playback PC
- A whiteboard or flip chart is desirable



SECTION 6

PRICING AND TERMS

6.1 PRICING SUMMARY

Motorola is pleased to provide the below equipment and services to the San Fernando Police Department.

Description	Price (USD)
NICE Equipment	
- Logger	
- Single NIR VOIP Telephony	
- Uplift for NIR ML350 Server Logger Swap	
- Accessories	\$68,780
<i>Equipment Discount</i>	<i>-\$10,000</i>
Equipment Subtotal	\$58,780
Project Services	
- Project Management	
- Design Services	
- Post Sale Engineering Services	
- Systems Technologist Integration Support	
- Installation	
- Programming	
- ATP System Testing	
- Documentation	\$29,714
- Training	\$5,786
Project Services Total	\$35,500
<i>Additional Discounts applied</i>	<i>-\$4,714</i>
Equipment total after Discount	\$55,952
Project Services total after Discount	\$33,614
Project Total (after Discount)	\$89,566
Estimated Tax on Equipment (10.25%)	\$5,735
San Fernando Total (after Discount) w/ Taxes applied	\$95,301



6.2 PAYMENT TERMS

Payment for the System purchase will be in accordance with the following milestones, with invoicing starting once the contract is executed:

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date);
2. 50% of the Contract Price due upon Final Acceptance.



SECTION 7

CONTRACT TERMS

COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.



“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola's Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During

the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the

sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance

with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:
Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the

Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software,



replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to

the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or



direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription



or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by



Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.



17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes

made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS



1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).



3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications,

adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES



Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



EXHIBIT B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **50% of the Contract Price due upon contract execution (due upon effective date);**
2. **50% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at

<https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D**System Acceptance Certificate**


CUSTOMER NAME: _____**Project Name:** _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature:  _____
Print Name: Michael Bravo
Title: Area Sales Manager
Date: 11/8/2021

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: December 6, 2021

Subject: Consideration to Award a Professional Services Agreement for City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a five-year Professional Services Agreement (Attachment "A" – Contract No. 2041) with Bear Communications, Inc., dba BearCom for City-Wide Radio System and Wireless Broadband Video Network Maintenance Services for a not-to-exceed amount of \$776,709 for the term of the Agreement; and
- b. Authorize the City Manager to execute the Professional Services Agreement and all related documents.

BACKGROUND:

1. Since the 1950's, the Police Department has used various methods of communications, which includes the use of a two-way radio system and Mobile Data Computers (MDC). Over the years, two-way radio system technology has advanced and are a mission-critical tool for officer safety.
2. In 2009, the Police Department was awarded \$1,050,000 from the United States Department of Justice to fund the Virtual Patrol program under the Community Oriented Policing Services (COPS) Technology Grant Program.
3. On September 15, 2014, City Council approved an Professional Services Agreement with Advanced Electronics, Inc. (Contract No. 1759) for the Radio Communication System and Wireless Broadband Network Maintenance Services for a duration of five years, with two one-year extensions.

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4. On November 18, 2019, the City Council approved the purchase for a City-Wide Radio System with Motorola Solutions, Inc. (Contract No. 1936).
5. On September 30, 2021, a Request for Proposals (RFP) (Exhibit "2" of Attachment "A") was published on the City website and advertised in the *San Fernando Valley Sun Newspaper* local newspaper, soliciting vendors to provide City-Wide Radio System and Wireless Broadband Video Network Maintenance Services. The RFP was open for 43 days and closed on November 12, 2021.

ANALYSIS:

The Police Department/Public Works City-Wide Radio System and Wireless Broadband Video Network is a computer-based digitally controlled system with connected fixed equipment and antenna towers.

The City-Wide Radio Communication System and Broadband Wireless Video Network control sites are located at the Police Facility Communication/911 Center (910 First Street) and the San Fernando Criminal Court building (900 Third Street). These sites house fixed-base stations, radio repeaters, Broadband Wireless Video Network System and related equipment to support communications for the Police and Public Works departments.

In order for the City-Wide Radio Communication and Broadband Wireless Video Network systems to operate, function at peak efficiency, and maintain a useful life of at least 10 years, regular and ongoing maintenance and preventative maintenance inspections are essential to maximize the life and effectiveness of the systems.

In addition to publishing the RFP on the City's website and local newspaper, the RFP was provided to two (2) firms that are known to be qualified to provide the requested services. However, Bear Communications, Inc., dba BearCom, was the only vendor that submitted a proposal (Exhibit "1" of Attachment "A") for the maintenance of this complex system that meets and exceeds all requirements in the RFP.

BearCom submitted a proposal for a five-year maintenance contract in the following amounts:

a) Year 1:	\$12,191.39 per month	\$146,296.68 per year
b) Year 2:	\$12,557.13 per month	\$150,685.56 per year
c) Year 3:	\$12,933.85 per month	\$155,206.20 per year
d) Year 4:	\$13,321.86 per month	\$159,862.32 per year
e) Year 5:	\$13,721.52 per month	\$164,658.24 per year

Note: There was an \$0.08 error on the proposal, which was noticed during the review process.

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BUDGET IMPACT:

The City currently pays \$7,610.41 per month (\$91,324.92 per year) for maintenance of the old system from the General Fund, which covers fewer devices and does not include regular software and regular programming updates. The new maintenance contract includes additional radios (i.e. all Public Works staff and vehicle radios) and includes regular updates and programming of each radio to ensure they are operating on the newest software version. The increased price will be allocated to multiple funds, including the Water and Sewer Enterprise Funds, in proportion to those funds' cost to use the new radio system. The annual net increase to the General Fund will be approximately \$17,500. In anticipation of the increase, sufficient funds were included in the Adopted Fiscal Year 2021-2022 Budget which \$8,750 will be used to cover the cost of the remaining six months.

CONCLUSION:

Staff recommends that the City Council approve and award a five-year Professional Services Agreement with Bear Communication Inc., dba BearCom, for the City-Wide Radio System and Wireless Broadband Video Network Maintenance Services.

ATTACHMENT:

- A. Contract No. 2041, including:
 - Exhibit "1" – BearCom Proposal
 - Exhibit "2" – Request for Proposals



PROFESSIONAL SERVICES AGREEMENT

Bear Communication, Inc. dba BearCom

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of January 2022 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Bear Communication, Inc. dba BearCom, 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 the **Exhibit "1"** and **Exhibit "2"** (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 60 months (5 years) commencing from January 1, 2022. 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:

1) Year 1:	\$12,191.39 per month	\$146,296.68 per year
2) Year 2:	\$12,557.13 per month	\$150,685.56 per year
3) Year 3:	\$12,933.85 per month	\$155,206.20 per year
4) Year 4:	\$13,321.86 per month	\$159,862.32 per year
5) Year 5:	\$13,721.52 per month	\$164,658.24 per year
(hereinafter, the "Approved Rate Schedule")		

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- 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 \$776,709 (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.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Police Chief (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 Mary Carry, General Manager to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited 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.

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- 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.
- 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

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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.
- 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.

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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.

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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 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.

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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 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.

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- 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 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.

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- 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;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

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City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

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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 Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in

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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:

Bear Communications, Inc. dba
BearCom
2601 Manhattan Beach Boulevard,
Redondo Beach, Ca 90278
Attn: Mark Carry, General Manager
Phone: 424-675-7116 x40215
Email: mark.carry@bearcom.com

CITY:

City of San Fernando
San Fernando Police Department
910 First Street, San Fernando, Ca. 91340
Attn: Anthony Vairo, Police Chief
Phone: 818-898-1250
Fax: 818-365-7764]

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.

PROFESSIONAL SERVICES AGREEMENT

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City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

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- 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.
- 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

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City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

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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. 2041

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

Page 16 of 16

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

Bear Communications, Inc. dba BearCom

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

APPROVED AS TO FORM

Title: _____

By: _____
Richard Padilla
Assistant City Attorney

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

City of San Fernando
C/O City Clerk's Office
117 Macneil Street.
San Fernando, CA 91340
Attn: Julia Fritz, City Clerk

Submitted by:

Bear Communications, Inc.
2601 Manhattan Beach Blvd.
Redondo Beach, CA 90278

Contact: Mark Carry, General Manager
(424) 675-7116

Submission Date: November 12, 2021 before 5:00 PM





November 9, 2021

San Fernando Police Department
910 First Street
San Fernando, CA 91340

Attn: Chief Anthony Vairo
Re: Response to RFP – City-Wide Radio System and
Wireless Broadband Video Network Maintenance Services

Dear Chief Vairo:

It is my pleasure to submit the enclosed response to your RFP.

Bear Communications, Inc., dba BearCom, is a major provider of engineering, installation, maintenance, and warranty for Motorola Solutions, Inc. products, including repeaters, base stations, portable radios, mobile radios, paging systems, large communications consoles, dispatch centers, point-to-point, point-to-multi point, broadband, mesh networking and security closed circuit television. We have serviced Southern California customers for 40 years!

BearCom is proud to claim a 40-year relationship with Motorola, Inc.

We are the highest-level Motorola Solutions, Inc. service provider with a "Service Elite Specialist" (SES) rating and our technicians are certified by the Electronics Technicians Association of America (ETA). All our service monitors are re-calibrated annually, which ensures accurate / comparable readings from year-to-year for each piece of equipment serviced. We utilize JD Edwards to account for all labor and parts required for each repair; therefore, we can assist you in evaluating your equipment that may have higher than normal repair issues or that is subjected to non-normal use by the end user.

BearCom technicians are members of the L.A. Clean Card program, and all technicians, installers and sales personal are TWIC certified.

In closing, I thank you for the opportunity to respond to your bid request. My staff at BearCom is eager to continue to provide the San Fernando Police Department with the highest level of professional service in our industry. If you have any questions, please do not hesitate to call me at any time at 424-675-7116 x40215. I also invite you to visit our Redondo Beach headquarters office at any time.

I look forward to a positive reply to our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Carry", is written over a light blue circular stamp.

Mark Carry
General Manager
Mark.carry@bearcom.com

EXECUTIVE SUMMARY

BearCom is a Motorola Service Elite Specialist (formerly known as a Premier Service Partner) and we have many years of experience engaged in providing major systems to Motorola and large governmental agencies. We are heavily invested in our talent to provide work in our core business of supporting, installing, configuring and maintaining Two Way Communications Systems and Wireless Broadband Network Systems.

BearCom is the current provider for maintenance on these two systems, and having designed and installed both systems, is uniquely qualified to provide ongoing system support and maintenance.

SCOPE OF SERVICES

Coverage will be 24 hour, 7 days per week, and 365 days a year, with 2 hours on site response, traffic permitting, for critical failures for both the Two-Way Radio and Wireless Broadband Systems.

Our main shop, located at 2601 Manhattan Beach Blvd., Redondo Beach, CA is located 33.2 miles from 117 Macneil St., San Fernando, CA 91340, putting us within your 40-mile requirement and allowing us to meet your 2 hour or better response time for critical failures.

Radio Maintenance shall include all parts, labor and travel required to repair and maintain the City-Wide Trunk Radio Communications System, MDC, and other related equipment, that has become defective through normal wear and use. All equipment must be currently supported by the Manufacturer and subject to the available of parts from the Manufacturer.

Annual PMI of all Fixed Equipment.

Coverage for replacement of portable accessories, limited to batteries, antenna, and belt clips (one per covered unit per year if needed and accompanied by a portable radio, excludes non-Motorola, non-rechargeable, AA or Mercury batteries).

Includes programming and updating all code plugs for the mobile and portable radios.

Includes Hi-Tech Infrastructure Repair with Advanced Replacement on the MCC5500 Consoles, Nice Logging Recorder Gold Package.

All technicians responding to service calls on your Two-Way Communications System are trained and familiar with your new Trunked Radio System.

John Malin, Connor Hart, Luke Henry, Greg Leeser (Certificates are included)

Wireless Broadband Network maintenance support will include all parts and labor to repair any defective items which are currently supported by the Manufacturer, including technical support for related software issues.

Systems and procedures are already in place to log into your system remotely to diagnose and repair equipment.

Jack Szymanski (Certificate included)

Spares are limited to what is already on hand.

BearCom currently holds a Low-level Electrical Communications License (C7) # 763369 Exp. 5-31-2023.

BearCom is also registered with the Dept of Industrial Relations – DIR# 1000007462.

OVERVIEW

Your Team

BearCom is America's only nationwide wireless equipment dealer and integrator. We are headquartered in Dallas, Texas and have more than 80 branches across the United States and Canada. We're here to help you!

Mark Carry, General Manager

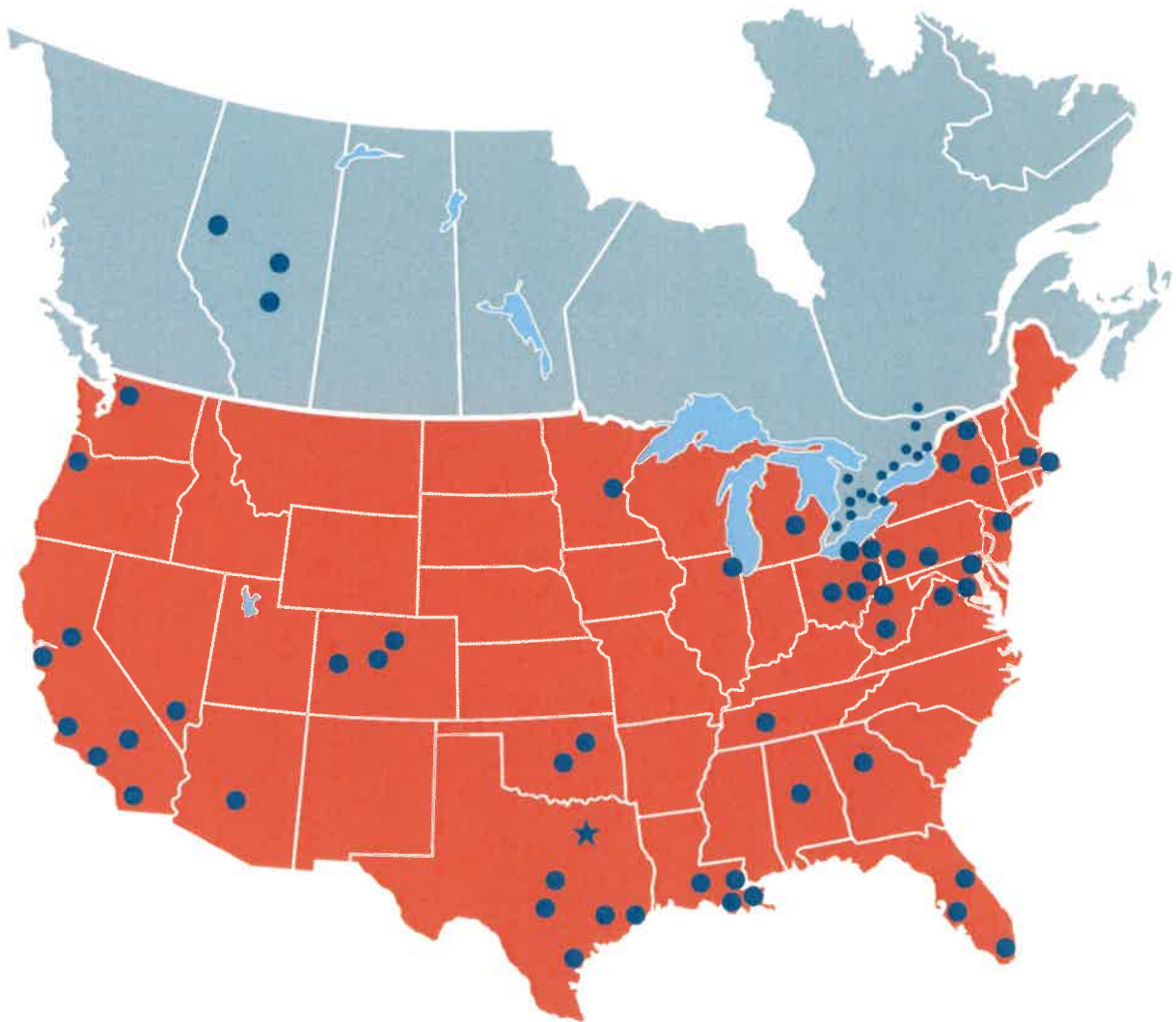
Email: mark.carry@bearcom.com

Phone: 424-675-7116 x40215

John Malin, Service Manager

Email: john.malin@bearcom.com

Phone: 424-675-7116 x40250



BEAR COMMUNICATIONS, INC.

Bear Communications, Inc., dba BearCom, has been servicing Southern California's communications and security needs for 40 years. We are dedicated to providing the highest level of communications sales, service and technical expertise to public safety, federal government agencies and businesses throughout Southern California.

In May 1981, BearCom began servicing the rapidly growing Two-Way radio industry becoming an "Authorized Motorola Service Station." As the industry has grown, so has Bear Communications!

BearCom also entered the electronic security industry by providing and servicing closed circuit video surveillance solutions. BearCom continues to be a major provider of closed-circuit surveillance products and services to several municipalities, federal agencies and local businesses.

BearCom has established a reputation as a leader in such technologies as Mesh Networking, Point-to-Point Communications and Microwave under-builds. By combining all of our technologies and competencies (engineering, 24 hour service, installation, tower climbing, sales and FCC licensing assistance) Bear Communications, Inc. has become the premier communications company in Southern California.

MOTOROLA SERVICE STATION AGREEMENT
MOTOROLA SERVICE ELITE SPECIALIST
MOTOROLA PROFESSIONAL & COMMERCIAL RADIO (PCR) AGREEMENT
MOTOROLA PUBLIC SAFETY MANUFACTURER REPRESENTATIVE
MOTOROLA UTILITY MANUFACTURER REPRESENTATIVE
MOTOROLA FIXED WIRELESS VAR
MOTOROLA WIRELESS FIELD ENGINEER – WiBB VAR Fixed
JPS COMMUNICATIONS AUTHORIZED DEALER AGREEMENT
TX/RX MASTER INTEGRATOR
ZETRON AUTHORIZED RESELLER AND SERVICE AGREEMENT
KENWOOD AUTHORIZED RESELLER
TAIT/HARRIS AUTHORIZED RESELLER
VERTEX AUTHORIZED RESELLER
ONSSI AUTHORIZED RESELLER
AVIGILON AUTHORIZED RESELLER
CAMBIUM AUTHORIZED RESELLER

We are extremely proud of our employees! We believe very much in employee education. Bear Communications, Inc. invests heavily in Motorola and other manufacturer technical schooling for our technicians and account representatives. BearCom is a Motorola Service Elite Specialist (SES); an Elite Motorola Dealer; a multi year Motorola Pinnacle award winner; a Certified RF Communications Service Center (CSC); and our technicians hold CET certifications.

Our staff at BearCom is eager to provide you and your organization with the highest level of professional service in the industry. If your time permits, we encourage you to visit our local facility in Redondo Beach.

www.bearcom.com

RESELLER AGREEMENTS AND CONTRACTS

MOTOROLA SERVICE STATION AGREEMENT - 1981

MOTOROLA PREMIER SERVICE PARTNER

MOTOROLA AUTHORIZED MASTER DEALER AGREEMENT

MOTOROLA CENTRACOM-ELITE CONSOLE DEALER AGREEMENT

MOTOROLA PROFESSIONAL SERIES RADIO DEALER AGREEMENT

MOTOROLA SELECT SYSTEMS DEALER AGREEMENT

MOTOROLA PUBLIC SAFETY MANUFACTURERS REPRESENTATIVE

MOTOROLA UTILITY MANUFACTURERS REPRESENTATIVE

MOTOROLA FEDERAL AGENT

MOTOROLA FIXED WIRELESS VAR

MOTOROLA WIRELESS FIELD ENGINEER – WiBB VAR Fixed

SYMBOL AUTHORIZED RESELLER

PLANT-CML MASTER PURCHASE AND RESALE AGREEMENT

RECEPTORS CARD ACCESS RESELLER AGREEMENT

JPS COMMUNICATIONS AUTHORIZED DEALER AGREEMENT

TX/RX MASTER INTEGRATOR

ZETRON AUTHORIZED RESELLER AND SERVICE AGREEMENT

ONSSI AUTHORIZED RESELLER AND SERVICE AGREEMENT

GETAC AUTHORIZED RESELLER

SONY SECURITY AUTHORIZED RESELLER

AVIGILON AUTHORIZED RESELLER

ABOUT THE DEPARTMENTS AT BEARCOM

Service Department:

Bear Communications, Inc. is an Authorized Motorola Service Elite Specialist (SES).

Our service department is comprised of nine (9) inter-departments:

- Two-Way mobile & fixed equipment shop repair
- Two-Way mobile & fixed equipment field repair
- Two-Way portable shop repair
- Special Products equipment repair shop
- Special Products equipment repair field
- Sites equipment repair
- Video Systems & Security repair shop
- Video Systems & Security repair field
- Broadband

Because of technical advancements in our industry, it is necessary to utilize the talents and assets of our technicians as specialist in certain product categories. You can be assured that any contract or subcontract for a project will be staffed with qualified employees, be it engineering, technical or installation.

Bear Communications also offers engineering service, installation and maintenance on Closed Circuit Video. Our system configurations range from the simple to large multi-camera, multi-monitor, and microprocessor-controlled configurations utilizing fiber optics and wireless transmission technology.

Installation Department:

BearCom has a complete installation department to meet your needs. Antenna site and tower work, base stations, remotes and mobile installations are all done by trained employees who care what the job looks like when completed. Public Safety full car builds.

Customer Service Department:

This department provides the highest level of customer satisfaction possible. The department is responsible for receiving equipment directly from customers and from our own technical field staff. Data input is accomplished through utilization of our JD Edwards software. JD Edwards provides a complete repair history for each S/N identifies if a radio is on a MA, in warranty or on an extended warranty and provides reporting as to the current status of a repair, cycle time, etc. Our Customer Service staff also takes a proactive role by notifying each customer when their radio must be sent to a repair facility or if there is a parts hold. We believe strongly in calling our customers before they call us.

Rental Department:

BearCom has a complete radio rental department. We specialize in Motorola Two-Way equipment complete with all the accessories. If your customers need radio communications for one day or for several months, we can fulfill their needs anywhere in the United States!

Antenna Sites Administration:

BearCom has a vast experience in managing high level and low level sites throughout the Los Angeles area. We are equipped to offer turn-key service, handling all aspects of site management; marketing, propagation studies, tower and building maintenance, interference issues, billing, telephone, power, emergency power and collection.

UHF / VHF Trunking:

BearCom offers new communications technology in our VHF trunking system. Trunking is offered on Mt. Wilson, Palos Verdes and Santiago sites. Your customers can take advantage of wide area push-to-talk communications for only \$19.95 per month per radio. We exclusively use Motorola mobile and portable radios on our trunking systems!

Maintenance Contract Offerings:

BearCom was the first in our industry to offer 100% inclusive service agreements. Services include 24 X 7 coverage, 2-hour, traffic permitting, response, free battery replacement, antenna replacement, and belt clip replacement. Pick up and delivery of equipment at the customer location can be made a part of many service agreements. We help to take the burden off your customers! We will be more than happy to work with you in supplying a competitive quote to your customers!

Sales Department:

Recognized a leader in Motorola service and installation, Bear Communications was appointed in 1981 as one of the first dealers for Motorola Radius products. Additionally, BearCom was appointed one of the very first Motorola Full Line Dealers on the West Coast. Bear Communications, Inc. is an Authorized Dealer for the following product lines:

Wireless Broadband:

- a. Mesh Networking
- b. PIPS Automatic License Plate Recognition
- c. Point-to-Point licensed and non-licensed

Two-Way Radio:

- a. Motorola, full line communication products:
 - 1. Elite Dealer for Motorola Radio Solutions Track
 - 2. Authorized Agent of Motorola – Federal Reseller
 - 3. Motorola P25 Systems Track
 - 4. Motorola MR Track
 - 5. Motorola Solutions Elite Channel Partner
 - 6. Motorola Enterprise WINS
 - 7. Broadband
- b. Kenwood, full line two-way communications products
- c. Tait Electronics, full line two-way communications products
- d. Spectracom, time products
- e. SmartLink, provides backbone linking of conventional and trunking two-way repeaters
- f. Zetron Consoles

Two-Way Radio Wide Area Communications Provider:

- a. Bear Communications, Inc. VHF Trunking System. One-to-one or one-to-many at a fixed low monthly price.

Video Systems & Security Department:

- a. Sony, full line closed circuit TV and monitoring products
- b. Point To Point Microwave
- c. Point To Multi Point Microwave
- d. ML800 & 900 Computers
- e. ALPR
- f. MESH Networking
- g. ONSSI – Video Analytics
- h. Avigilon

Be sure to look at our Web Site!

www.bearcom.com

Organizational Structure

Executive Leadership Team

Chief Executive Officer/President	Bob Craycraft
Chief Financial Officer	Greg Collins
Chief Administrative Officer	Carla Rolinc
Sr. VP of Sales and Marketing	Les Fry
Sr. VP of Service and Operations	Mike Smith
President - Canada	Ryan Pryznyk

Redondo Beach Team

Regional Vice President	Stanley Cameron
General Manager	Mark Carry
Service Manager	John Malin

EXPERIENCE

In 1981, Bear Communications, Inc. began servicing the Two-Way radio industry as an "Authorized Motorola Service Station", providing engineering, installation, and maintenance for Motorola communications products including base stations, portable and mobile radios, paging systems, microwave systems, and large communications consoles. As the industry has grown, so has BearCom!

The following list represents just a sample of products and equipment that BearCom has experience in engineering, installing, and servicing:

Consoles

- Dispatch Consoles and Mini Centracoms
- IPC / Positron Consoles
- Zetron Consoles
- Programming Capability
- Remotes – Local, DC, Tone, and Digital (all makes)
- Display Terminals
- Plant E-911
- K Core
- M Core
- MCC 7100
- MCC 7500

Microwave

- 960mhz – 23gc
- Video
- Cambium

Repeaters & Base Stations

- Analog – Trunking
- Digital
- DES Systems
- Signaling Systems

Mobile, Portable and Fixed Products

- Hand-held (all models including DES)
- Repeaters
- Base Stations
- Consolettes
- MOTOTRBO (Digital Radios)

Trucking Systems – All Types

Rental

- Two Way Radios
- Repeaters
- Satellite Phones

Vehicle Installation

- Police Vehicles / Full Car Builds
- Fire Vehicles / Full Car Builds
- Under Cover Vehicles / Full Car Builds
- Sirens
- Lightbars
- Wig Wags
- Computers

Public Safety
Cranes
Specialized Vehicles
Marine

JPS Interoperability Equipment

MARS AND CLA-MARS Reporting

Antenna Site

Engineering
Propagation Studies
Coverage Map Generation
Site Building Penetration
Grounding
Tower Climbing/Antenna Mounting
System Design:
 Sites
 In-Building BDA's
 High-Level and Low-Level Tower Site Space for Rent

Data Products for In-Vehicle

Getac
Sierra Wireless

Closed Circuit Television Security Systems

Monitors
Cameras
Multiplexers
Hard Wired and Wireless Systems
DVR's (Digital Video Recorders)
Intelligent Software – ObjectVideo
In-Car Camera Systems
ONSSI
Avigilon Systems

GPS Systems

Equipment and Installation
GPS Monitoring Software
GOS Hosting

Wide Area VHF Trunking System

Customer Owns the Radios and Pays a Small Fee Per Month
Unlimited Use of Airtime
Equipment Leasing Available
System Covers the Entire Los Angeles Basin

Wireless Broadband

Motorola Motomesh DUO
Mesh Networking
Cambium (Non-line of site / point to point)
Microwave Under Builds
Symbol – E Ticket, etc.
Card Access
Automatic License Plate Recognition
Firetide

SIMILAR INSTALLS

San Fernando Police Department

Chief Tony Vairo

818-398-4260

Los Angeles Police Department – Housing Authority County of Los Angeles (HACLA)

James Stover

213-842-2339

VA – Greater Los Angeles Healthcare System

Robert Dalley, Emergency Manager

310-268-3031

CONTRACTORS STATE LICENSE BOARD

STATE OF CALIFORNIA | DEPARTMENT OF CONSUMER AFFAIRS

P.O. BOX 26000, SACRAMENTO, CA 95826-0026



EXHIBIT "1"
CONTRACT NO. 2041
US POSTAGE \$000.51



ZIP 95827
041L1

00763369
BEAR COMMUNICATIONS INC
4009 DISTRIBUTION DRIVE #200
GARLAND, TX 75041

7504136184 C003



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **763369** Entity **CORP**
Business Name **BEAR COMMUNICATIONS INC**

Classification(s) **C-7**

Expiration Date **05/31/2023**

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento, CA 95826

Licensee Signature

Certified Service Center

A Symbol of Quality Service

Be it known by these present that

BEARCOM COMMUNICATIONS, INC.

Redondo Beach, CA

has met the highest standards of achievement in its service facilities, staff and management as reviewed by the CSC Certification Board and is hereby designated a



**RF Communications
Service Center**



Carla Hurtubise

Carla Hurtubise, Secretary

Enterprise Wireless Alliance
(EWA)
2121 Cooperative Way, Ste 200
Herndon, VA 20171
www.enterprisewireless.org
703-797-5107

Professional Service Association
(PSA)
71 Columbia St
Cohoes NY 12047
www.psaworld.com
888-777-8851

Electronics Technicians Association
(ETA)
5 Depot St
Greencastle IN 46135
www.eta-l.org
765-653-8262

Consumer Electronics Association
(CEA)
1919 S Eads St
Arlington VA 22202
www.ces.org
703-907-7045

Kevin Carter

Kevin Carter, President



**CERTIFIED
SERVICE
CENTER**

A consortium of international
organizations dedicated to
achieving the highest levels of
professional product service

Registration
Number:

TX0157

Expiration:

June 4, 2023



MOTOROLA SOLUTIONS

November 10th 2021

Bear Communications & Electronics
2601 Manhattan Beach Blvd
Redondo Beach, CA 90278

To Whom It May Concern:

This letter represents that Bear Communications & Electronics currently may use the following Motorola subcontractor service status designations while acting as a subcontractor to Motorola on a service contract:

Motorola Service Elite Specialist

As a Motorola Service Elite Specialist, Bear Communications & Electronics may, while acting as a Motorola subcontractor, perform maintenance, installation and warranty services for select Motorola products such as two-way radio systems, consoles, and subscriber units. Bear Communications & Electronics has a authorized service location in Redondo Beach, CA. Being a Motorola Service Elite Specialist means that Bear Communications & Electronics, meets Motorola's high level of service requirements including accreditation as a Certified Service Center by an industry recognized institution, and compliance with Motorola's internal Environmental Health and Safety policy. In addition, Motorola requires that a minimum number of a Service Partner's technicians achieve certification and meet rigorous training requirements necessary to perform certain services on both new and existing Motorola radio systems and subscribers.

Bear Communications & Electronics is also authorized to perform warranty repair services at the locations listed above. As such, Bear Communications & Electronics can, while acting as a Motorola subcontractor, perform warranty services for only those two-way radio products it is authorized by Motorola to resell.

Please note that the Motorola Service Elite Specialist designation expires on 12/31/2021 at which time it will be reviewed by Motorola.

Also please note that this designation is internal to Motorola and is only intended for use by Motorola to differentiate between its service subcontractors. The designation applies only when Motorola Service Elite Specialists are performing work under the direct supervision of Motorola as a subcontractor with access to Motorola technical support, and Motorola makes no representations about and accepts no responsibility for the ability or performance of such Service Elite Specialists when these entities are acting independently. This designation does not prohibit any Service Elite Specialist from offering independent services to a customer.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Scott Urban".

Scott Urban
Service Partner Program
Phone #: 847-576-8122
Email: scotturban@motorolasolutions.com

PROPOSED EQUIPMENT AND SERVICES

There is no new equipment proposed for the RFP.

See the attached "AS BUILT" for the Wireless Broadband Network System

MAINTENANCE AND SUPPORT PROGRAM**A. INFRASTRUCTURE COVERAGE**

- Severity Level 1
- 24/7 with 2-hour response time, traffic permitting
- PMI Annually
- Hi-Tech Coverage – Infrastructure Repair with Advanced Replacement, if available
- Repairs will be Best Effort – subject to the availability of parts

B. MOBILE RADIO COVERAGE

- 8:00 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays
- Next business day response
- Repairs will be Best Effort – subject to the availability of parts

C. PORTABLE RADIO COVERAGE

- 8:00 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays; at the BearCom facility in Redondo Beach
- Battery replacement – One per radio per year when accompanied with radio
- Disposal of spent battery
- Belt clip replacement - One per radio per year when accompanied with radio
- Antenna replacement - One per radio per year when accompanied with radio
- Repairs will be Best Effort – subject to the availability of parts

D. VIRTUAL PATROL SYSTEM

- Severity Level 1
- 24 hours per day x 365 days per year
- Technician telephone response 1 hour
- 2 hour On-Site response
- PMI Annually
- Technical Support for Related Software
- Repairs will be Best Effort – subject to the availability of parts

A. INFRASTRUCTURE COVERAGE

BearCom will provide On-Site Infrastructure Response services, which will be facilitated by the customer placing a "Request for Service" telephone call to the BearCom office. If a service request is made after hours, on a weekend or on a holiday, the caller must use the BearCom "After Hours" menu on the telephone system. On-Site Response provides for an on-site technician response as determined by Table A below:

Table A

Response	
Current Coverage	24/7 with 2-hour response time, traffic permitting Annual PMI Hi-Tech Coverage – Infrastructure Repair with Advanced Replacement if available Repairs will be Best Effort – subject to the availability of parts

1.0 Preventative Maintenance Inspection (PMI)

Preventative Maintenance Inspections will provide operational test and alignment, on the customer's equipment (infrastructure or fixed network equipment only) to ensure the equipment meets original manufacturer's specifications, all of which are hereby incorporated by this reference. Infrastructure Preventative Maintenance Inspections will be performed during standard business days, 8:00 A.M. to 5:00 P.M., excluding legal holidays.

1.1 BearCom has the following responsibilities:

- 1.1.1 Schedule the Annual PMI with the customer
- 1.1.2 Notify the Customer of any possible System downtime needed to perform this service.
- 1.1.3 Select and manage any subcontractors required to perform preventative maintenance on original equipment manufacturer (OEM) equipment.
- 1.1.4 Dispatch the technical resources upon receiving Customer date(s) for Infrastructure Preventative Maintenance Inspection to be performed.
- 1.1.5 Receive and log the following information from the customer to the JD Edwards system:
 - a) Dates to perform Infrastructure Preventative Maintenance Inspection.
 - b) Task number.
 - c) Site identification.
 - d) Customer and address.
 - e) Customer primary contact.
 - f) Access requirements.
 - g) Close Task Number upon receiving notice of completion from assigned technician or project manager.

1.2 Have on hand equipment list including type and quantity.**1.3 Have on hand original equipment manufacturer (OEM) Equipment manuals for system specifications as available****1.4 Inspect and clean cabinets****1.5 Inspect:**

- 1.5.1 General circuitry.
- 1.5.2 Fault indicators.
- 1.5.3 Cables, connections and grounding.
- 1.5.4 Remove any dust, and/or foreign substances from the equipment.
- 1.5.5 Clean filters, if applicable.
- 1.5.6 Complete all preventative maintenance requirements and manufacturers specification
- 1.5.7 Measure, record and adjust the equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 1.5.8 Consult equipment manuals for system specifications per system configuration.
- 1.5.9 Complete and sign (by technician) system specific Infrastructure Preventative Maintenance Inspection checklist:
 - a) Electronically file one copy of the system specific Infrastructure Preventative Maintenance Inspection checklist at the BearCom office.
 - b) Identify any service problems that require customer or BearCom action.
 - c) Schedule post PMI meeting with customer to discuss service problems or other issues that require specific action by BearCom or by customer.

B. MOBILE RADIO COVERAGE**1.0 On-Site Mobile Radio Response**

On-Site Radio Response provides for BearCom to be on-site to analyze a problem with a mobile radio and to repair the radio on-site if possible. Response will be on the same day if possible, or the next business day, as the trouble call is received by BearCom. If a mobile radio cannot be repaired in the field, BearCom remove the radio and reinstall a FRU (Field Replacement Unit) if provided by the customer. BearCom will then take the radio to its facility to perform the repair, return and reinstall the radio, then give the FRU back to the customer.

- 1.1 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding legal holidays
- 1.2 Next business day response
- 1.3 Repairs will be Best Effort – subject to the availability of parts

C. PORTABLE RADIO COVERAGE

Portable radio repair provides for BearCom to provide the labor and replacement parts to repair customer's portable radio. All portable radio repair work will be done at the BearCom facility in Redondo Beach and not at the customer location.

- 1. 8:00 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays. Customer brings equipment to the BearCom Redondo Beach facility.
- 2. Battery replacement, including disposal of spent battery. One battery per year per radio, when accompanied with radio if needed.
- 3. Battery disposal.
- 4. Belt clip replacement, one belt clip per radio per year when accompanied with radio if needed.
- 5. Portable antenna replacement, one antenna per year per radio when accompanied with radio if needed.
- 6. BearCom has the following responsibilities:
 - 6.1 Add the following customer information to the BearCom JD Edwards tracking system:
 - 6.1.1 Customer name, contact and address.
 - 6.1.2 System type and equipment descriptions.
 - 6.1.3 Site identification (site names, site ids, addresses and zip codes).
 - 6.1.4 Provide equipment list including type and quantity, when available.
 - 6.2 Provide an operational check of equipment to determine the nature of the problem.
 - 6.3 Restore equipment with external defects that can be restored without opening the radio case.
 - 6.4 Generate service ticket in JD Edwards.
 - 6.5 Repairs will be Best Effort – subject to the availability of parts.

D. VIRTUAL PATROL SYSTEM**On-Site Response**

On-Site Response provides for BearCom to provide on-site response as determined by pre-defined severity levels and response times.

BearCom will provide On-Site Response services, which will be facilitated by the customer placing a "Request for Service" telephone call to the BearCom office. If a service request is made after hours, on a weekend or on a holiday, the caller must use the BearCom "After Hours" menu on the telephone system. On-Site Response provides for an on-site technician response as determined by pre-defined response levels set forth in Table A.

Table A - Severity Definitions

Response Types	
(A)Severity Level 1	24 hours per day x 365 days per year Technician telephone response 1 hour 2 – 4-hour On-Site response, traffic permitting Repairs will be Best Effort – subject to the availability of parts
(B)Severity Level 2	8:00 A.M. to 5:00 P.M. response Response during Standard Business Day, Monday – Friday Excludes legal holidays Same day response Repairs will be Best Effort – subject to the availability of parts
(C)Severity Level 3	8:00 A.M. to 5:00 P.M. response Response during Standard Business Day, Monday – Friday Excludes legal holidays Next business day response Repairs will be Best Effort – subject to the availability of parts

Preventative Maintenance Inspection (PMI):

BearCom will provide an Annual Preventative Maintenance Inspection (PMI) service to the customer.

Preventative Maintenance Inspections will provide operational test and alignment, on the customer's equipment to ensure the equipment meets original manufacturer's specifications, all of which are hereby incorporated by this reference. Preventative Maintenance Inspections will be performed during standard business days, 8:00 A.M. to 5:00 P.M., excluding legal holidays.

1.0 BearCom has the following responsibilities:

- 1.1 Schedule the PMI Annually with the customer
- 1.2 Notify the Customer of any possible System downtime needed to perform this service
- 1.3 Dispatch the technical resources upon receiving Customer date(s) for Preventative Maintenance Inspection to be performed

- 1.4 Receive and log the following information from the customer to the JD Edwards system:
 - 1.4.1 Dates to perform Infrastructure Preventative Maintenance Inspection
 - 1.4.2 Task number
 - 1.4.3 Site identification
 - 1.4.4 Customer and address
 - 1.4.5 Customer primary contact
 - 1.4.6 Access requirements
 - 1.4.7 Close Task Number upon receiving notice of completion from assigned technician or project manager
- 1.5 Have on hand equipment list including type and quantity.
- 1.6 Have on hand original equipment manufacturer (OEM) Equipment manuals for system specifications as available
- 1.7 Inspect and clean cabinets
- 1.8 Inspect:
 - 1.8.1 General circuitry
 - 1.8.2 Fault indicators
 - 1.8.3 Cables, connections and grounding
 - 1.8.4 Remove any dust, and/or foreign substances from the equipment
 - 1.8.5 Clean filters, if applicable
 - 1.8.6 Complete all preventative maintenance requirements and manufacturers specification
 - 1.8.7 Measure, record and adjust the equipment parameters in accordance with the manufacturer's service manual
 - 1.8.8 Consult equipment manuals for system specifications per system configuration
 - 1.8.9 Complete and sign (by technician) system specific Infrastructure Preventative Maintenance Inspection checklist:
 - 1.8.9.1 Electronically file one copy of the system specific Preventative Maintenance Inspection checklist at the BearCom office
 - 1.8.9.2 Identify any service problems that require customer or BearCom action
 - 1.8.9.3 Schedule post PMI meeting with customer to discuss service problems or other issues that require specific action by Bearcom or by customer

INSTRUCTIONS FOR PLACING A REQUEST FOR SERVICE

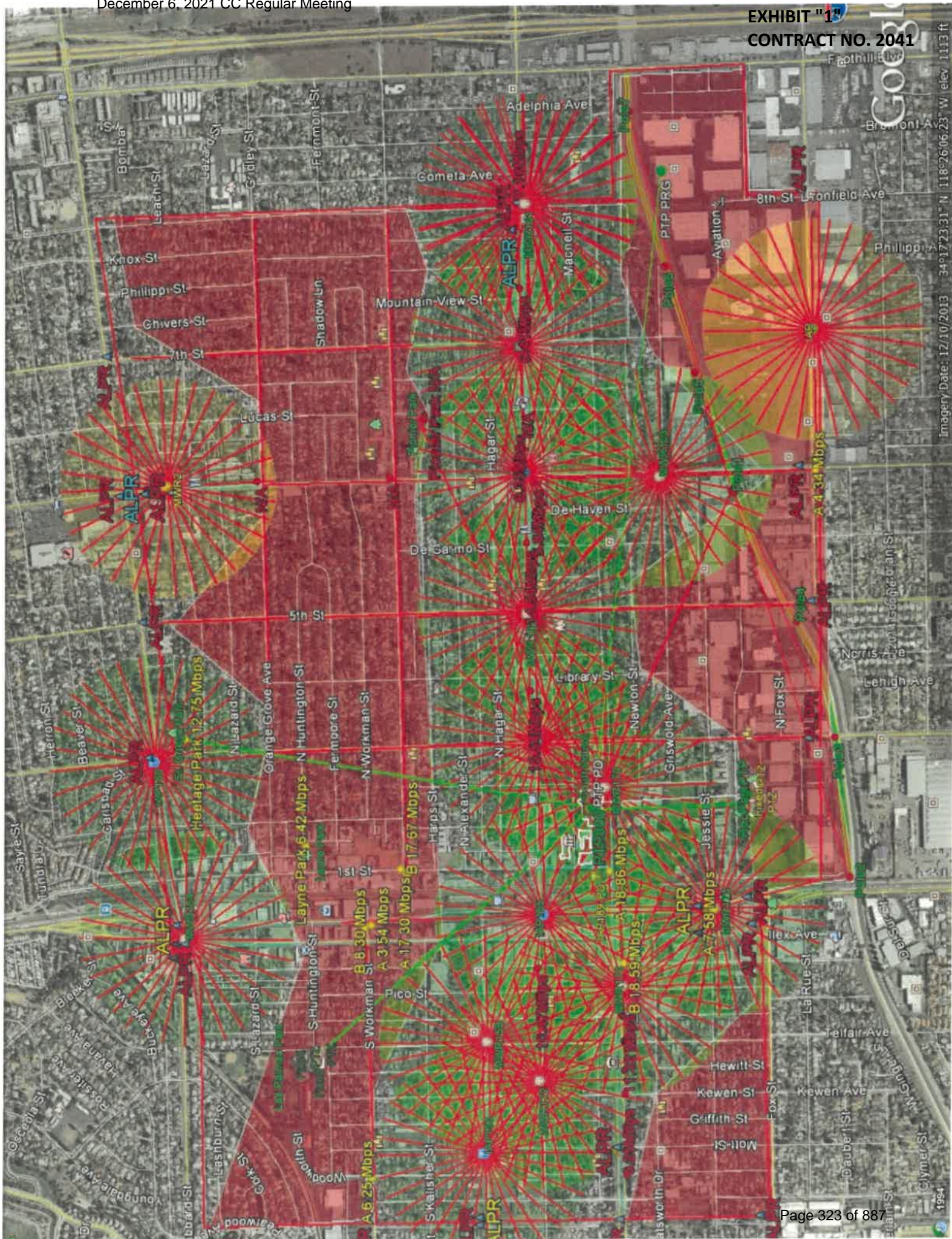
To service the needs of our customers, our office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Weekends and Legal Holidays.

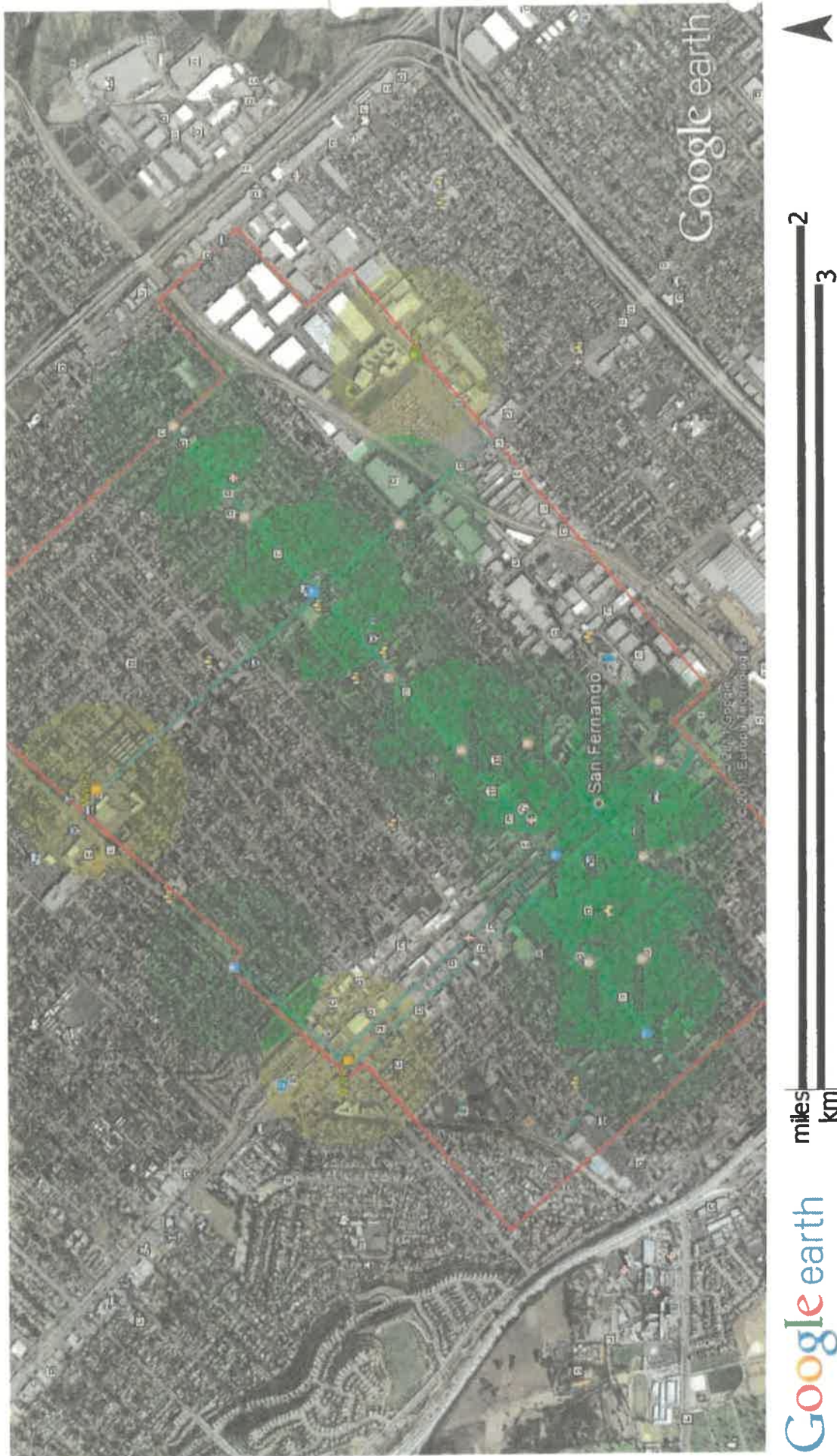
If service is required during regular business hours, **simply call 424-675-7116, ext. 40261** for our “dispatch” office. Our friendly personnel will promptly handle your needs and schedule a field technician to your facility. We will always strive to provide same day service; however, on rare occasions we may have to schedule your service for the next business day.

If service is required after normal business hours, on Weekends and/or Legal Holidays, **simply call 800-750-7234, dial 9**. Please leave a detailed message, including your name, call back phone number and a description of the radio problem and a service technician will return your call within 30 minutes. If site response is required, a technician will be on site within 4 hours.

EXHIBIT "1"
CONTRACT NO. 2041

Unit	IP Address	MAC Address	Model	Serial No	Operating System / Service Patch Rev	Purpose	Login	PW
CES01	10.1.105.220/24	00-25-B3-CA-DE-9B	TT2071	2UA9380BQJ	XP-SP3	CSDM/ADM	Administrator	Motorola1!
CSL1	10.1.105.1	00-26-55-3E-0F-B1	TT2069	2UA9430HVG	XP-SP3	Operator Position 1	Administrator	Motorola1!
							Dispatch	SFPD
CSL2	10.1.105.2	00-26-55-3C-A6-38	TT2069	2UA9430HVL	XP-SP3	Operator Position 2	Administrator	Motorola1!
							Dispatch	SFPD
CSL3	10.1.105.3	00-26-55-3C-A6-42	TT2069	2UA9430HVF	XP-SP3	Operator Position 3	Administrator	Motorola1!
							Dispatch	SFPD
Netclock 1	10.1.105.248					Master Clock		
Netclock 2						Expansion Clock		
Log Recorder	64.84.209.214/24		501M0193-01	46389701				
Log Workstation	64.84.209.215/24		470065-099 HP	MX294301P9				
	GW	64.84.209.1						
	DNS	10.240.106.199						
		10.240.106.213						
Workgroup	MCC5500							
Logins								
	XP							
	Administrator	Motorola1!						
	Dispatch	SFPD						
	MCC5500							
	Console Configuration	SFPD1234						
	CSDM							
	SUPERVISOR1	SUPERVISOR1						
	SUPERUSER	SUPERUSER						
	Nicecall server							
	Administrator	nicecti						
	Nicecall client							
	nice	nice						





REFERENCES

San Fernando Police Department

Chief Tony Vairo

818-398-4260

Los Angeles Police Department – Housing Authority County of Los Angeles (HACLA)

James Stover

213-842-2339

VA Greater Los Angeles Healthcare System

Robert Dalley, Emergency Manager

310-268-3031

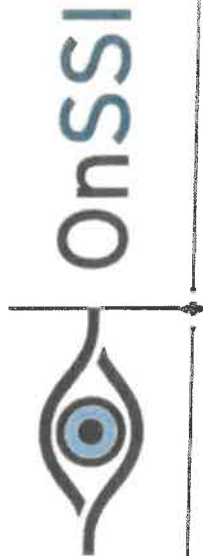
MODEL	QTY	YEAR 1 PER UNIT PRICE PER MONTH	YEAR 1 EXTENDED PRICE PER MONTH	YEAR 2 PER UNIT PRICE PER MONTH	YEAR 2 EXTENDED PRICE PER MONTH	YEAR 3 PER UNIT PRICE PER MONTH	YEAR 3 EXTENDED PRICE PER MONTH	YEAR 4 PER UNIT PRICE PER MONTH	YEAR 4 EXTENDED PRICE PER MONTH	YEAR 5 PER UNIT PRICE PER MONTH	YEAR 5 EXTENDED PRICE PER MONTH
APX900 PORTABLE P/W	65	\$ 6.00	\$ 390.00	\$ 6.18	\$ 401.70	\$ 6.37	\$ 413.75	\$ 6.56	\$ 426.16	\$ 6.75	\$ 438.95
APX1500 MOBILE CONTROL STATION P/W	3	\$ 12.50	\$ 37.50	\$ 12.88	\$ 38.63	\$ 13.26	\$ 39.78	\$ 13.66	\$ 40.98	\$ 14.07	\$ 42.21
APX1500 MOBILE P/W	50	\$ 10.00	\$ 500.00	\$ 10.30	\$ 515.00	\$ 10.61	\$ 530.45	\$ 10.93	\$ 546.36	\$ 11.26	\$ 562.75
APX8000 PORTABLE P/D	93	\$ 6.50	\$ 604.50	\$ 6.70	\$ 622.64	\$ 6.90	\$ 641.31	\$ 7.10	\$ 660.55	\$ 7.32	\$ 680.37
APX8500 MOBILE P/D	25	\$ 10.00	\$ 250.00	\$ 10.30	\$ 257.50	\$ 10.61	\$ 265.23	\$ 10.93	\$ 273.18	\$ 11.26	\$ 281.38
APX8500 CONSOLETTA P/D	4	\$ 12.50	\$ 50.00	\$ 12.88	\$ 51.50	\$ 13.26	\$ 53.05	\$ 13.66	\$ 54.64	\$ 14.07	\$ 56.28
MCC7500 CONSOLES Including Related Equipment	3	\$ 180.00	\$ 540.00	\$ 185.40	\$ 556.20	\$ 190.96	\$ 572.89	\$ 196.69	\$ 590.07	\$ 202.59	\$ 607.77
GTR8000 Including Related Equipment	3	\$ 112.50	\$ 337.50	\$ 115.88	\$ 347.63	\$ 119.35	\$ 358.05	\$ 122.93	\$ 368.80	\$ 126.62	\$ 379.86
CLEMARS BASE	1	\$ 22.36	\$ 22.36	\$ 23.03	\$ 23.03	\$ 23.72	\$ 23.72	\$ 24.43	\$ 24.43	\$ 25.17	\$ 25.17
NICE LOG RECORDER Gold Package	1	\$ 260.00	\$ 260.00	\$ 267.80	\$ 267.80	\$ 275.83	\$ 275.83	\$ 284.11	\$ 284.11	\$ 292.63	\$ 292.63
GETAC MDC'S	18	\$ 55.00	\$ 990.00	\$ 56.65	\$ 1,019.70	\$ 58.35	\$ 1,050.29	\$ 60.10	\$ 1,081.80	\$ 61.90	\$ 1,114.25
PTP 5.8 MHz-CONN AP W/ANT	6	\$ 45.86	\$ 275.16	\$ 47.24	\$ 283.41	\$ 48.65	\$ 291.92	\$ 50.11	\$ 300.67	\$ 51.62	\$ 309.70
Fixed CAMERAS	59	\$ 28.66	\$ 1,690.94	\$ 29.52	\$ 1,741.67	\$ 30.41	\$ 1,793.92	\$ 31.32	\$ 1,847.74	\$ 32.26	\$ 1,903.17
PTZ CAMERAS	8	\$ 28.66	\$ 229.28	\$ 29.52	\$ 236.16	\$ 30.41	\$ 243.24	\$ 31.32	\$ 250.54	\$ 32.26	\$ 258.06
RADIO TOWERS	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CMM4	1	\$ 91.71	\$ 91.71	\$ 94.46	\$ 94.46	\$ 97.30	\$ 97.30	\$ 100.21	\$ 100.21	\$ 103.22	\$ 103.22
Ocularis Enterprise Base GetCURRENT	1	\$ 369.63	\$ 369.63	\$ 380.72	\$ 380.72	\$ 392.14	\$ 392.14	\$ 403.90	\$ 403.90	\$ 416.02	\$ 416.02
Ocularis Enterprise Camera GetCURRENT	72	\$ 69.93	\$ 5,034.96	\$ 72.03	\$ 5,186.01	\$ 74.19	\$ 5,341.59	\$ 76.41	\$ 5,501.84	\$ 78.71	\$ 5,666.89
Network Switches	3	\$ 51.59	\$ 154.77	\$ 53.14	\$ 159.41	\$ 54.73	\$ 164.20	\$ 56.37	\$ 169.12	\$ 58.06	\$ 174.19
PTP 58MHZ 600LS	3	\$ 40.12	\$ 120.36	\$ 41.32	\$ 123.97	\$ 42.56	\$ 127.69	\$ 43.84	\$ 131.52	\$ 45.16	\$ 135.47
PTP 58MHZ 600LM	3	\$ 40.12	\$ 120.36	\$ 41.32	\$ 123.97	\$ 42.56	\$ 127.69	\$ 43.84	\$ 131.52	\$ 45.16	\$ 135.47
24HR/7 DAYS	1	\$ 122.36	\$ 122.36	\$ 126.03	\$ 126.03	\$ 129.81	\$ 129.81	\$ 133.71	\$ 133.71	\$ 137.72	\$ 137.72
MONTHLY TOTALS			\$ 12,191.39		\$ 12,557.13		\$ 12,933.85		\$ 13,321.86		\$ 13,721.52
Yearly Totals			\$146,296.68		\$ 150,685.58		\$155,206.15		\$ 159,862.33		\$ 164,658.20

EXCEPTIONS TO THE RFP

Page 7, Scope of Service, b) Pre-Qualification Requirements, Item 4 – two (2) hour response time – BearCom is located within the 40 Mile range but cannot guarantee two (2) hours response time to critical failures. Every effort will be made to be on premises in two (2) hours if traffic allows.

Page 15, EQUIPMENT – Qty 2 Radio Towers (small) – there is nothing to maintain – this is excluded from this bid response.

On-Net Surveillance Systems, Inc.



Event ID: OV-ONNET-NY-0811-1
Available BICSI CECs:
32 RCDD 32 RITP 32 ESS 7 NTS
0 OSP 0 WD 16 ITS Installer 2
Copper/Optical Fiber 18 ITS
Technician 32 Certified Trainer

We hereby certify that

Jack Szymanski

has successfully completed the course:

Ocularis Basic Training (Ocularis Boot Camp)

qualifying Advanced Electronics as an

OnSSI Certified Channel Partner 2012

This course approved for up to 32 CECs from BICSI for qualified credential holders

February 3, 2012

Course Date

Certification expires 2 years from Course Date


Julio Montalvo, Director of Technical Services

On-Net Surveillance Systems, Inc.

Bicsi



We hereby certify that

Jack Szymanski

has passed the course:

Ocularis DS Certification Training
qualifying Advanced Electronics as an
OnSSI Certified Channel Partner 2010

This course approved for 14 CECs from BICSI for qualified credential holders

March 26, 2010

Course Date

Certification expires 2 years from Course Date

A handwritten signature in blue ink, appearing to read 'Julio Montalvo', is written over a horizontal line.

Julio Montalvo, Director of Technical Services, OnSSI

EXHIBIT "1"
CONTRACT NO. 2041**UNITED STATES OF AMERICA**
FEDERAL COMMUNICATIONS COMMISSION**General Radiotelephone Operator License**

ATTN: JACK
 SZYMANSKI, JACK F
 8210 CONSTANTINE DRIVE
 PO BOX APT. 42
 HUNTINGTON BEACH, CA 92646

FCC Registration Number (FRN): 0017830142**Special Conditions / Endorsements**

This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c)5.

Grant Date	Effective Date	Print Date	Expiration Date
07-18-2008	07-18-2008	07-19-2008	
File Number	Serial Number	Date of Birth	
0003508693	PG00024839	10-08-1969	

THIS LICENSE IS NOT TRANSFERABLE

(Licensee's Signature)

FCC 605-FRC - May 201

EXHIBIT "1"
CONTRACT NO. 2041



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION



Marine Radio Operator Permit

ATTN: JACK
 SZYMANSKI, JACK F
 8210 CONSTANTINE DRIVE
 PO BOX APT. 42
 HUNTINGTON BEACH, CA 92646

FCC Registration Number (FRN): 0017830142

Special Conditions / Endorsements

This permit does not authorize the operation of AM, FM or TV broadcast stations.
 License authorized lifetime status pursuant to Memorandum Opinion and Order, Third Report and Order, and Third Further Notice of Proposed Rule Making in FCC 06-129.

Grant Date	Effective Date	Print Date	Expiration Date
06-03-2008	06-03-2008	06-04-2008	
File Number	Serial Number	Date of Birth	
0003461700	MP00017211	10-08-1969	

THIS LICENSE IS NOT TRANSFERABLE


 (Licensee's Signature)

FCC 605-FRC - May 20

AVIGILON

Certificate of Completion

This certificate acknowledges that

Jack Szymanski

has successfully completed

ACC™ 6 Operator

07/20/2018



Alicia Scheffler
Director, Global Training



AVIGILON

Certificate of Completion

This certificate acknowledges that

Jack Szymanski

has successfully completed

ACC 6 Installation

07/20/2018

A handwritten signature in black ink, appearing to read 'Alicia Scheffler', is written over a dashed horizontal line.

Alicia Scheffler
Director, Global Training



AVIGILON

Certificate of Completion

This certificate acknowledges that

Jack Szymanski

has successfully completed

ACC™ 6 Administrator

07/17/2018

Alicia Schaffer
Director, Global Training



TRAINING CERTIFICATE



P R E S E N T E D T O

J a c k S z y m a n s k i

*Has successfully completed a training course for
the installation and maintenance of BridgeWave Communications
gigabit wireless products*

October 15, 2013

A handwritten signature in dark ink, appearing to read 'Ed J'.

SIGNED

CERTIFICATE OF COMPLETION

Jack Szymanski
HAS COMPLETED THE COURSE
Introduction to wireless system basics

WITH A SCORE OF 70%



Tim Jaeger
Firetide, Inc.
on September 11, 2013
740294837

CERTIFICATE OF COMPLETION

Jack Szymanski

HAS COMPLETED THE COURSE

Firetide DFS Certification Training

WITH A SCORE OF 94%



Tim Jaeger
Firetide, Inc.

on September 13, 2013
741731272

Certificate of Achievement

This is to certify that

Jack Szymanski

has successfully completed a MOTOROLA training program
in the principles and servicing of

MVX1000 Deploy and Administration

During the period of August 28, 2012- August 30, 2012


INSTRUCTOR

TRAINING MANAGER

Motorola Learning Services



MOTOROLA

Government Enterprise Mobility Solutions

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY THAT
JACK SZYMANSKI
HAS SUCCESSFULLY COMPLETED THE FOLLOWING:

AAE0700-E MVX1000 SALES TECHNICAL OVERVIEW

ON 7/25/2012



MOTOROLA SOLUTIONS

SONY®

Sony Security Systems Certified Professional

is hereby presented to

Jack Szymanski of Advanced Electronics

You have demonstrated, based on completing the Sony Security Systems Level 1 Certification Program and the IPELA™ Online Training Module, that you are technically qualified to represent Sony Security Systems' products as a Sony Security Systems Certified Professional.

Certified on August 13, 2009

Ken LaMarca

Ken LaMarca,
Vice President, Security Systems Group,
Sony Electronics Inc.



Miguel Lazatin

Miguel Lazatin,
Sr. Marketing Manager, Security Systems Group,
Sony Electronics Inc.

Certificate of Completion

Customer Repair Center Program

Dedicated Micros hereby certifies that:

Facek Zymani

*Has successfully completed and demonstrated the knowledge and skills to repair and
upgrade Dedicated Micros digital video recorders*

Certification good until June 26, 2009.

Ray Murch

Technical Repairs Manager

Ac Al

Repair Support Specialist

DEDICATED MICRO



Certificate of Completion

Jack Szymanski

Advanced Electronics

Has successfully completed the Exacq Technologies, Inc. Technical Training Program and is recognized as a Certified Technician for the exacqVision® line of software and hardware NVR products.

August 11, 2008

A handwritten signature in black ink, appearing to read "Dan Rittman".

Dan Rittman
Vice President of Engineering

A handwritten signature in black ink, appearing to read "Brian Clark".

Brian Clark
Lead Trainer

Receptors International Security Group, USA
Certificate of Completion

is hereby granted to

Jacek Szymanski

to certify that he has completed to satisfaction
RISG Installation & Administration Training

Granted: March 2008

R. Dale Williams

R. Dale Williams
President

Certificate of Achievement

This is to certify that

Jacek Szymanski

has successfully completed a MOTOROLA training program
in the principles and servicing of

MMD 200

During the period of April 30 – May 1, 2008



MOTOROLA
Government Enterprise Mobility Solutions

Wanda Hottel
INSTRUCTOR
Jacek Szymanski
TRAINING MANAGER

Motorola Learning Services

Certificate of Completion

This is to certify that

Jack Szymanski

has satisfactorily completed the online studies and
passed the examination for the course titled

125 kHz Prox Technology Basics

Date: May 14, 2007

Student ID: jacek@advancedelectronics.com



Continuing Education Awarded - NTS 06-1696

This certificate is proof of completion for the course listed above and entitles the
bearer to 0.1 hours of continuing education credits valid for NTS certifications.



Certificate of Completion

Web Based Training

Dedicated Micros hereby certifies that:

Jack Zymancki

*Has successfully completed and demonstrated the skills of theory,
programming, installation, design and implementation
for the Dedicated Micros DV-9P Server product line.
This date of July 27, 2006*

James M. Walsh
Executive Vice President

James Lavin

Dedicated Micros Representative



Certificate # DM10001200656



Certificate of Completion

is hereby granted to:

Jack Szymanski

to certify that they have completed to satisfaction

ObjectVideo VEW Partner Certification

Granted: September 14, 2006

Jennifer C. Cochran
Jennifer C. Cochran

CERTIFICATE of

COMPLETION

**SAFETY
TRAINING
ZONE**

BOOM LIFT OPERATOR

It is hereby certified that

Jack Szymanski

HAS COMPLETED THE ABOVE COURSE REQUIREMENTS AND AS SUCH IS QUALIFIED OPERATOR OF BOOM
SUPPORTED AERIAL WORK PLATFORMS.

EQUIPMENT MAKE JLG BOOM MODEL 600S

THIS CERTIFICATE GOOD FOR 3 YEARS FROM DATE OF ISSUANCE

Violet Garcia
TRAINING INSTRUCTOR

DATE: 5/23/2006

Certification Number: 0000000006

CERTIFICATE of COMPLETION

SAFETY TRAINING ZONE

It is hereby certified that

Jack Szymanski

HAS COMPLETED THE ABOVE COURSE REQUIREMENTS AND AS SUCH IS QUALIFIED OPERATOR OF SCISSOR LIFT
AERIAL WORK PLATFORMS.

EQUIPMENT MAKE JLG SCISSOR & ACCESSMASTER SERIES MODEL 25AM

THIS CERTIFICATE GOOD FOR 3 YEARS FROM DATE OF ISSUANCE

Violet Garcia
TRAINING INSTRUCTOR

DATE: 5/23/2006

Certification Number: 000000006

SCISSOR LIFT OPERATOR

Certificate of Completion

Web Based Training

Dedicated Micros hereby certifies that:

Jack Szymanski

*has successfully completed and demonstrated the skills of theory,
programming, installation, design and implementation
for the Dedicated Micros BX2 product line.*

This date of March 22nd, 2005

Jennifer M. Walcott
Training Manager

[Signature]
Training Manager



Certificate Number DM1003200537

This award certifies that

Jack Szymanski

has successfully completed the
course entitled

Conquering the "T's" in CCTV

November 5, 2003



Certificate of
COMPLETION



David Junio
Training Manager

Dave McDonald
President


This award certifies that

Jack Szymanski

has successfully completed the
course entitled

Navigating the "C's" in CCTV®

November 4, 2003



David Junio
Training Manager



Dave McDonald
President



Certificate of
COMPLETION



Certificate of Achievement

This is to certify that

Jack Szymanski

has successfully completed a MOTOROLA training program
in the principles and servicing of

Regional Training Workshop

R56

April 22, 2003

Robert J. Luster
INSTRUCTOR

maria storm
TRAINING MANAGER

Technical Education Center



MOTOROLA

COMMERCIAL, GOVERNMENT AND INDUSTRIAL SOLUTIONS SECTOR

Master Certified Electronics Technician

John D. Malin , US249052
Hollywood, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a MASTER Electronics Technician. Only a few practicing technicians can master examinations in six or more categories of electronics technology as well as the core basics, and thus are singled out as Masters of the profession. Only one technician in one thousand is able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News magazine, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual also becomes a member of the CET Program Review Council that oversees the setting of technical skills standards for the electronics technician profession. Congratulations from ETA officers and members and the electronics industry.

Bryan Allen

Bryan Allen, CSM, CSS - President

ETA® International
Greencastle, Indiana
www.eta-i.org



Issue Date: 5/14/2021
Expiration Date
LifeTime



CETma

Electronics Technician



Certified Electronics Technician

Master Specialty

RF Communications

John D. Malin , MS-RF246219
Hollywood, Florida

Has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Certified Electronics Technician Master Specialist. Only a few practicing technicians are able to complete the core basics and at least SLX accredited certification examinations with four or more earned from a single specialty category. Accomplishing this feat shows that this technician is an expert in their profession. ETA® International takes great pride in presenting this official recognition to the above-named Master Specialist. His/Her name has been published in the High Tech News Journal, recorded in the certification archives, and is available for recognition by officials in the industry. This individual may display the CETms credential or advertise his/her level of accomplishment as a Certified Electronics Technician Master Specialist. Congratulations from ETA officers and members and the electronics industry.

Bryan Allen

Bryan Allen, CSM, CSS - President

ETA® International
 Greencastle, Indiana
www.eta-i.org

Accredited By
 ICAC

Issue Date: 3/16/2021
 Expiration Date
 March 16
 2025



CETms

RF Communications



Certified Journeyman Electronics Technician Antenna System Analysis

John D. Malin, ASA232895
Hollywood, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology, as well as the core basics, and must show a total of at least two (2) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News Journal, embedded in the CET permanent database, and is available for recognition by officials of the industry. This individual may display the CET identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by following annual ETA maintenance criteria or by retesting at the end of each four-year period.

Teresa J. Maher
Teresa J. Maher, CSS - President

ETA® International
Greencastle, Indiana
www.eta-i.org



Issue Date: 2/21/2020
Expiration Date
February 21
2024



CET

Antenna System Analysis



Certified Journeyman Electronics Technician T1 Link Verification

**John D. Malin, T1LV247253
Hollywood, Florida**

has successfully completed the T1 Link Verification technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Motorola T1 Maintenance and Link Verification technician. To be recognized for this honor, practicing technicians must pass the T1 written exam, as well as the core basics, and must have completed the Motorola T1 Link Verification training course. The Electronics Technicians Association, International, takes great pride in presenting this official recognition to the above-named technician. Congratulations from ETA® officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four-year period.

Bryan Allen

Bryan Allen, CSM, CSS - President

ETA® International
Greencastle, Indiana

www.eta-i.org

Accredited By
ICAC

Issue Date: 4/22/2021
Expiration Date
April 22
2025



CET

T1 Link Verification



Certified Journeyman Information Technology Security

John D. Malin , ITS246216
Hollywood, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology, as well as the core basics, and must show a total of at least two (2) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News Journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the CET identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four-year period.

Bryan Allen

Bryan Allen, CSM, CSS - President

ETA® International
Greencastle, Indiana
www.eta-i.org



Issue Date: 3/16/2021
Expiration Date
March 16
2025



CET

Information Technology Security



Senior Certified Electronics Technician

Antenna System Analysis

John D. Malin, SETASA-R224743
Hollywood, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Senior Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology with an 85% score, as well as having the core basics, and must show a total of at least six (6) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association, International takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News Journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the CETsr identification items or advertise his/her level of accomplishment as a technician. Congratulations from ETA-I officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four-year period.

Teresa J. Maher
Teresa J. Maher, CSS - President

ETA® International
Greencastle, Indiana
www.eta-i.org



Issue Date: 2/28/2019
Expiration Date
February 28
2023



CETsr
Recertification

Antenna System Analysis



Issue Date: 2/21/2020
 Expiration Date
 February 21
 2024



CETsr

Comm Site Inspector/Auditor



Senior Certified Electronics Technician

Comm Site Inspector/Auditor

John D. Malin , SETCSIA232894

Hollywood, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Senior Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology with an 85% score, as well as having the core basics, and must show a total of at least six (6) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association, International takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News Journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the CETsr identification items or advertise his/her level of accomplishment as a technician. Congratulations from ETA-I officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four-year period.

Teresa J. Maher

Teresa J. Maher, CSS - President

ETA® International
 Greencastle, Indiana
www.eta-i.org



Issue Date: 5/18/2019
 Expiration Date
 May 18
 2023



CETsr
 Recertification

TR P25 RF Site Performance Verification



Senior Certified Electronics Technician

GTR P25 RF Site Performance Verification

John D. Malin, SETGSPV-R224897
Hollywood, Florida

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Senior Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology with an 85% score, as well as having the core basics, and must show a total of at least six (6) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association, International takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the CETsr identification items or advertise his/her level of accomplishment as a technician. Congratulations from ETA-I officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four-year period.

Teresa J. Maher
 Teresa J. Maher, CSS - President

ETA® International
 Greencastle, Indiana
www.eta-i.org





Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 1 Understanding Networks

Course completed on Mar 25, 2021 at 07:28PM UTC • 51 min

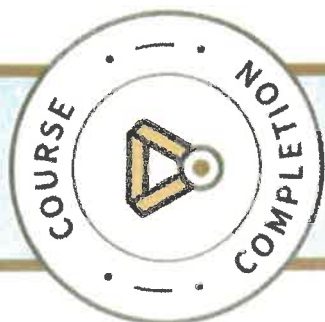
By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink, appearing to read "Dan F. Roberts".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: ATtMWW5L8W0JcoFNs01ybqJLEyBE





Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 2 The Physical Network

Course completed on Mar 25, 2021 at 05:02PM UTC • 3 hours 11 min

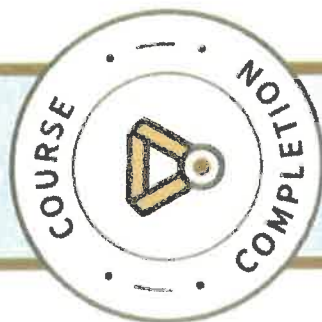
By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink that reads "Dan F. Roberts".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: AXA2DSvdqZpGARKAhmuv3u2whj18



LinkedIn LEARNING

Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 3 The World of TCP/IP

Course completed on Apr 01, 2021 at 06:50PM UTC • 3 hours 28 min

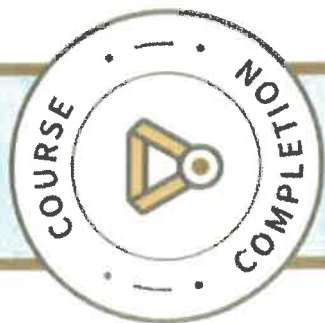
By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.



Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: Aa0Kakh-ZDfaXxfu73lBV8vC67xK



LinkedIn LEARNING

Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 4 Making TCP/IP Work

Course completed on Mar 30, 2021 at 12:53PM UTC • 2 hours 51 min

By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.



Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: AcljFX6rCYFzVl1w4zdbfXIS_eeP





Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 5 Securing TCP/IP

Course completed on Apr 02, 2021 at 03:34PM UTC • 1 hour 18 min

By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink, appearing to read "David Berlitz".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085



Certificate Id: AV28_qCBDSzlpV9rcw2yndUhVvbZ

LinkedIn LEARNING

Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 6 Advanced IP Networking

Course completed on Apr 06, 2021 at 08:38PM UTC • 3 hours 22 min

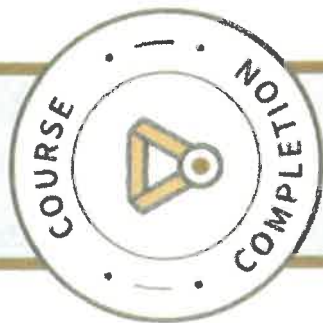
By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.



Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: AdMe5vgOE0S16JmMtEnCmlaA3Z9o





Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 7 Wireless, Virtual, Cloud, and Mobile Networking

Course completed on Apr 17, 2021 at 05:44AM UTC • 3 hours 23 min

By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink, appearing to read "David Bolante".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085



Certificate Id: AU0ghr9oSurfpWdyYHJjDFbFhdegU



Certificate of Completion
Congratulations, John Malin



CompTIA Network+ (N10-007) Cert Prep: 8 Building a Real-World Network

Course completed on Apr 21, 2021 at 01:34PM UTC • 59 min

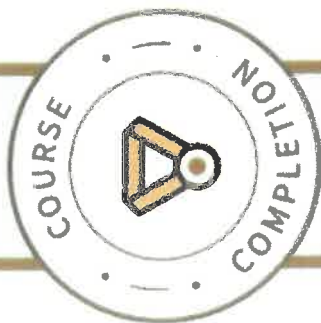
By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink that reads "David Bolante".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: AZP7LCmT97a2BSzxrNgLHEMV2rUj



Certificate of Completion
Congratulations, John Malin

CompTIA Network+ (N10-007) Cert Prep: 9

Managing the Network

Course completed on Apr 26, 2021 at 05:36PM UTC • 3 hours 19 min

By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

Dartmouth

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: AYk3kBJ3sBcY_FkgMMvf-U7wPdxG

MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

TTS752

CompTIA Network+ Certification Boot Camp

Company: Motorola Solutions, Inc
Completion Date: 1-Feb-2019



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
General Radiotelephone Operator License

MALIN, JOHN
7201 ARTHUR ST
HOLLYWOOD FL 33024

FCC Registration Number (FRN) 0009764861

Special Conditions/Endorsements

Ship Radar Endorsement

This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c) 5.

Grant Date	Effective Date	Print Date	Expiration Date
10-23-2003	11-25-2003	11-26-2003	
File Number	Serial Number	Date of Birth	
0001526129	PG00010774	02-25-1969	

THIS LICENSE IS NOT TRANSFERABLE

(Licensee's Signature)

April 2002

FCC 605-FRC

Cut Along This Line



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
General Radiotelephone Operator License

MALIN, JOHN
7201 ARTHUR ST
HOLLYWOOD FL 33024

FCC Registration Number (FRN) 0009764861

Special Conditions/Endorsements

This license does not confer any authority to operate Broadcast stations. Refer to CFR Title 47 Section 13.7 c) 5.

Grant Date	Effective Date	Print Date	Expiration Date
10-23-2003	10-23-2003	10-24-2003	
File Number	Serial Number	Date of Birth	
0001492651	PG00010774	02-25-1969	

THIS LICENSE IS NOT TRANSFERABLE

(Licensee's Signature)

FCC 605-FRC

April 2002

Criminal Justice Information Services Security Awareness Training



This is to certify that

JOHN MALIN

has successfully completed the

Level 4 Security Awareness Certification

5/4/2021

Certification Date



5/4/2023

Expiration Date

CompTIA

John Douglas Malin

has successfully completed the
requirements to be recognized as



COMP001021796376

CANDIDATE ID

March 10, 2021

CERTIFICATION DATE

This certification is valid through 03/10/2024

A handwritten signature in black ink, appearing to read "TThibodeaux".

TODD THIBODEAUX, PRESIDENT & CEO



JOINT KNOWLEDGE ONLINE



JOHN MALIN

has successfully completed

Level I Antiterrorism Awareness Training (2 hrs)

06/14/2021

EXHIBIT "1"

CONTRACT NO. 2041

H.W. Thorp, Jr., GS-15

**Chief, Joint Knowledge Online Division
Deputy Director Joint Training
Joint Staff, J7**



JOINT KNOWLEDGE ONLINE



JOHN MALIN

has successfully completed

**SERE 100.2 Level A SERE Education and Training in Support of
Code of Conduct (FOUO) (4 hrs)**

06/14/2021

H.W. Thorp, Jr., GS-15

Chief, Joint Knowledge Online Division

Deputy Director Joint Training

Joint Staff, J7

EXHIBIT "1"

CONTRACT NO. 2041

JOINT KNOWLEDGE ONLINE



JOHN MALIN

has successfully completed

SOUTHCOM Human Rights Awareness (1 hr)

06/14/2021

A handwritten signature in black ink, appearing to read 'H.W. Thorp, Jr.', written over a horizontal line.

H.W. Thorp, Jr., GS-15

Chief, Joint Knowledge Online Division
Deputy Director Joint Training
Joint Staff, J7



Certificate of Completion
Congratulations, John Malin

Avoiding New Manager Mistakes

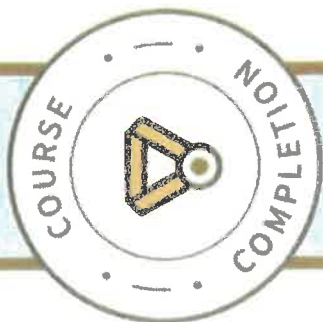
Course completed on Apr 07, 2021 at 08:25PM UTC • 25 min

By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink that reads "David Bolante".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085



Certificate Id: AcOJn3E6_Oyz05dqusWOU3-FPlxa

LinkedIn LEARNING

Certificate of Completion
Congratulations, John Malin

How to Manage Your Manager

Course completed on Mar 25, 2021 at 08:21PM UTC • 27 min

By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.



Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: ARi_EuVJJ5JuIPvUucQA5ftdSayv





Certificate of Completion
Congratulations, John Malin

Make the Move from Individual Contributor to Manager

Course completed on Apr 07, 2021 at 07:16PM UTC • 40 min

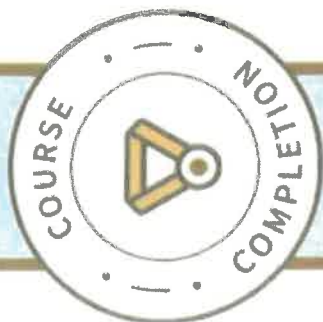
By continuing to learn, you have expanded your perspective, sharpened your skills, and made yourself even more in demand.

A handwritten signature in black ink that reads "Dan F. Roberts".

Head of Content Strategy, Learning

LinkedIn Learning
1000 W Maude Ave
Sunnyvale, CA 94085

Certificate Id: AQDDWBThW7lF7N1yqd7S869lfQsX





CERTIFICATE OF ACHIEVEMENT

This certifies that

John Malin

has successfully completed the MOTOROLA Solutions training program
in the principles and servicing of

**ASTRO® 25 IV&D Systems
Applied Networking**

**During the period of
March 14th – 18th, 2016**

A handwritten signature in black ink, likely belonging to the instructor.

Instructor
North America Learning
Motorola Solutions, Inc.



Takes pleasure in presenting
this Certificate of Recognition to

John Malin

For successfully completing
the factory authorized training course for

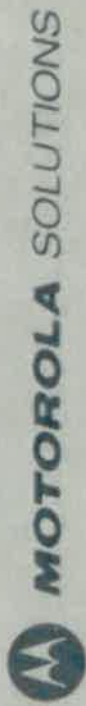
CM Series

Issued on
September 7, 2007


Jonathan David - Training Instructor




Mark Blondina - Customer Support, Dir.



CERTIFICATE OF ACHIEVEMENT

This Certifies that

JOHN MALIN

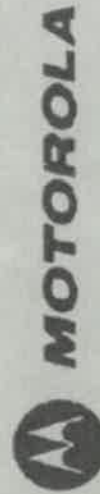
has successfully completed 24 hours in the MOTOROLA Solutions
training program in the principles and servicing of

APX RADIO MANAGEMENT WORKSHOP

During the period of March 28th thru March 30th, 2017

A handwritten signature in black ink, appearing to read 'Richard Vogler'.

Richard Vogler
Instructor,
North America Learning





CERTIFICATE OF ACHIEVEMENT

This certifies that

John Malin

has successfully completed the MOTOROLA Solutions training program
in the principles and servicing of

ASTRO 25 IV&D M Core Workshop

During the period of
May 5th – 9th, 2014

A handwritten signature in black ink, likely belonging to the instructor, Americas Learning.

Instructor
Americas Learning
Motorola Solutions, Inc.

A handwritten signature in black ink, likely belonging to Andrew R. Candreva.

Andrew R. Candreva
Director, Americas Learning
and Business Operations
Motorola Solutions, Inc.

Certificate of Achievement


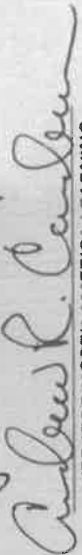
This is to certify that

John Malin

has successfully completed the MOTOROLA training program
in the principles and servicing of

ASTRO 25 IV&D Radio System
Administrator Workshop

During the period of April 8th – 12th, 2013


INSTRUCTOR

DIRECTOR NORTH AMERICA LEARNING

Motorola Solutions Learning



MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

CON012

MCC 7000 Series Dispatch Consoles Workshop

Company: Motorola Solutions, Inc
Completion Date: 7-Feb-2020

MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

CON014

MCC 7000 Series Dispatch Consoles Overview

Company: Motorola Solutions, Inc
Completion Date: 12-Oct-2020

MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

GNL11149

CEN101 (ST Training)

Company: Motorola Solutions, Inc
Completion Date: 16-Apr-2018



MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

EHS0302

Radio Frequency (RF) Safety

Company: Motorola Solutions, Inc
Completion Date: 4-Sep-2018



MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

ETAJ-ASA

Antenna Systems Analysis

Company: Motorola Solutions, Inc
Completion Date: 1-Feb-2020

MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

ETAS-CSIA

ETAS-CSIA Senior Certified Satellite Installer Antenna (CSIA)

Company: Motorola Solutions, Inc
Completion Date: 1-Feb-2020

MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

NST9251

The Value of R56 Compliance

Company: Motorola Solutions, Inc
Completion Date: 27-Mar-2018

MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

NST9257

R56 Communications Site Auditor

Company: Motorola Solutions, Inc
Completion Date: 13-Feb-2020



MOTOROLA SOLUTIONS

Certificate of Completion

John Malin

has successfully completed

SRV0023

Audio Quality Expert Certification

Company: Motorola Solutions, Inc

Completion Date: 9-May-2019

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John Malin

has successfully completed

RDS2017

APX Radio Management Workshop

Company: Motorola Solutions, Inc
Completion Date: 30-Mar-2017



MOTOROLA

iDEN Technical Education
1299 East Algonquin Road
Schaumburg, IL 60196 USA

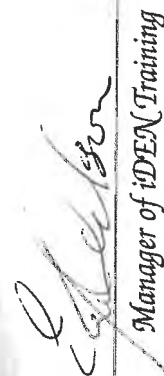
Certificate of Completion

for
Packet Data Operations

March 13, 2000

Is Hereby Awarded To
John Malin


Instructor


Manager of iDEN Training

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Certificate of Completion

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PRD0480

New Tower Top Amplifier (TTA) System Overview

Company: Motorola Solutions, Inc
Completion Date: 18-Jun-2020

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PRD0488

RF Devices Design Part 2 - Antennas, Interference, & DAS

Company: Motorola Solutions, Inc
Completion Date: 12-Aug-2020

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SRV0037

ASTRO 25 Preventive Maintenance Best Practices for Conventional with Voting System

Company: Motorola Solutions, Inc
Completion Date: 9-Oct-2020

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SRV1039

End to End Audio Optimization of P25 Systems

Company: Motorola Solutions, Inc
Completion Date: 16-Apr-2018

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TTS141

ST/SFO - ASTRO P25 Advanced Systems Mobility Operations

Company: Motorola Solutions, Inc
Completion Date: 9-May-2019

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SRV1062

MCC 7500 IP Logging Solution Architecture Overview and Troubleshooting

Company: Motorola Solutions, Inc
Completion Date: 4-May-2017



CERTIFICATE OF COMPLETION
Institute for Criminal Justice Studies

Presented to

John Malin

***for Successfully Completing
Safety Training for Field Civilians***

April 23, 2010

Lt. Robin Larson

**Lieutenant Robin Larson
Institute for Criminal Justice Studies**

**0.00 Hours
ID EMOTOMALIN**

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AEE0402 - MOBILE RADIO INSTALLATION COURSE

ON 10/24/2013



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ON 10/23/2013



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AEE1301 - BASIC IP

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ON 10/28/2013



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AAE1303 - RADIO 101

ON 5/2/2013



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AAE1400 - RADIO AUTHENTICATION

ON 11/11/2013



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AAE1402.02E - MOTOTRBO SUBSCRIBER PORTFOLIO
OVERVIEW (NA)

ON11/14/2013



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AAE2700: MOTOTRBO SYSTEM ANALYSIS AND
ARCHITECTURE

ON11/15/2013



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ACT100-E - BRIDGING THE KNOWLEDGE GAP-
TECHNICIANS

ON 11/4/2013



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AEE0401 APX QUICK START

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RCS001-E - RADIO COMMUNICATION SYSTEMS

ON 10/25/2013



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RCS002-E RADIO SYSTEMS OVERVIEW

ON 10/25/2013



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RCS003-E - THEORY OF RADIO OPERATION

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SMT001-E SMARTNET OVERVIEW

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WEE1701 - AIRDEFENSE TECHNICAL ENABLEMENT

ON 11/15/2013



MOTOROLA SOLUTIONS

Issue Date: 10/5/2018
Expiration Date
October 05
2022



R56

R56 Installer



Certified

R56 Installer

Gregory M. Leeser , R56213031
Anahiem, California

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as an R56 Installer (non-auditor status). To be recognized for this credential, practicing technicians must pass examinations in the core concepts required in the installation of a communications site, based on the R56 industry codes and standards. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the R56 identification items or advertise his level of accomplishment as an installer. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years and may be accomplished by testing in the same electronics technology discipline at the end of each four-year period.

Teresa J. Maher
 Teresa J. Maher, CSS - President

ETA® International
 Greencastle, Indiana
www.eta-i.org



**In Building Coverage
Certification Training
Certificate of Completion**

Date: April 13, 2016

Be it known that

Greg Leaser

Advanced Electronics

has successfully completed the lecture, written exam, and
lab practical exams.

Minfei Leng

Minfei Leng
Training Manager

Global Educational Services

Issue Date: 5/17/2018
 Expiration Date
 May 17
 2022



GCT1

Technician-Level 1



Certified General Communications Technician-Level 1

Connor L. Hart, GCT1205338
 Milford, Connecticut

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a General Communications Technician - Level 1. To be certified, practicing technicians must pass the written examination, which tests the acquired knowledge of GCT1 procedures and technology. The Electronics Technicians Association International takes great pride in presenting this official recognition to the above-named technician. His/her name has been published in the High Tech News Journal, embedded in the ETA permanent data base, and is available for recognition by officials of the industry. This individual may display the GCT1 credential designation following his/her name. GCT1 identification items, and advertise his/her level of accomplishment as a GCT1 technician. Congratulations from ETA International officers and members, and the electronics industry. Recertification takes place every four (4) years.

Teresa J. Maher

Teresa J. Maher, CSS - President

ETA® International
 Greencastle, Indiana
www.eta-i.org



Issue Date: 5/17/2018
Expiration Date
May 17
2022



CET

General Communications Tech-Level 2

Certified Journeyman Electronics Technician

General Communications Tech-Level 2

Connor L. Hart, GCT2205339

Milford, Connecticut

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more categories of electronics technology, the core basics as well as a hands-on skills test, and must show a total of at least two (2) years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named expert electronics technician. His/her name has been published in the High Tech News journal, embedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the CET identification items or advertise his level of accomplishment as a technician. Congratulations from ETA officers and members and the electronics industry. Recertification takes place every four (4) years by retesting in the same electronics discipline at the end of each four-year period.



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Teresa J. Maher

Teresa J. Maher, CSS - President

 **MOTOROLA SOLUTIONS**

Motorola Solutions Certification

is awarded to

Connor Hart

has successfully completed the Motorola Solutions Certification Program
requirements with competency, ability and knowledge in

P25 System Technical Associate

Certification: GRSTA0001
Company: BEARCOM GROUP INC
Certification Date: 6-Dec-2019
Expiration Date: 6-Dec-2021





CITY OF SAN FERNANDO

PROJECT 25 TRUNKED SYSTEM

NOVEMBER 5, 2019

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MOTOROLA SOLUTIONS

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Schaumburg, IL 60196
USA

Tel : 1 847 576 5000
Fax : 1 847 538 6020

November 5, 2019

Anthony Vairo
Chief of Police
910 First Street
San Fernando, CA 91340

RE: ASTRO Project 25 Trunked Radio System

Dear Chief Vairo:

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of San Fernando quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

To best meet the functional and operational specifications, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the replacement of the conventional system and legacy consoles with a Project 25 trunked system and new MCC7500 consoles:

- One Redundant L-Core Master Site
- One Network Management Client
- Three GTR 8000 Radios
- Auxiliary Equipment (Combiner, Antennas Systems)
- Three MCC7500 consoles
- Networking Equipment
- Spares

Motorola Solution's proposal is conditional upon the City of San Fernando's acceptance of the terms and conditions contained in the Communications System and Services Agreement ("CSSA") included in this proposal, or a negotiated version thereof. Pricing is as set forth in the existing County of Los Angeles Contract MA-IS-1740313 and an additional System Discount incentive will remain valid through December 6, 2019.

Any questions the City has regarding this proposal can be directed to Mike Bravo, Sr. Account Executive at (951) 277-2125, (mike.bravo@motorolasolutions.com).

Our goal is to provide the City with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

MOTOROLA SOLUTIONS, INC.

A handwritten signature in dark ink, appearing to read "Scott Lees".

Scott Lees
Territory Vice President

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City of San Fernando
November 5, 2019

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SECTION 1

SYSTEM DESCRIPTION – ASTRO 25 TECHNOLOGY

1.1 ASTRO 25 INFRASTRUCTURE

Motorola Solutions, Inc. (Motorola Solutions) proposes our ASTRO® 25 platform with Integrated Voice and Data (IV&D) to provide secure and reliable communications for the City of San Fernando (the City). ASTRO 25 offers a future-ready, wireless platform that combines a uncompromising, real-world performance and reliability.

ASTRO 25 offers the City a Project 25(P25), standards-based Internet Protocol (IP) solution with a flexible, modular network. ASTRO 25 can expand to accommodate additional radio users, increased geographic coverage, enhanced data applications, and connectivity to other networks, ensuring that the City will have efficient and cost-effective communications for decades to come.

ASTRO 25 also provides advanced call processing capabilities designed to meet the needs of public safety. On an ASTRO 25 network, first responders can share voice and data communications between members of the same team, across an agency, or among different agencies. In addition, the network's centralized command and control capabilities will enable the City to deploy resources, track personnel, and maintain communication security more efficiently and effectively.



The system's P25-compliant IV&D operation allows data traffic to travel seamlessly over the ASTRO 25 radio system, improving in-field efficiency and providing a platform for additional capabilities. By creating a data transport layer capable of supporting both industry-standard IP and customer-developed applications, IV&D will provide the City with a number of important benefits:

- Conserves valuable airtime.
- Increases communications accuracy.
- Allows queries in the field without involving dispatch.

Because ASTRO 25 automatically prioritizes voice communications over data transmissions, the City's personnel will always be able to transmit and receive mission-critical communications.

1.2 PROPOSED SYSTEM ARCHITECTURE

The proposed ASTRO 25 solution will provide an adaptable and affordable platform for mission critical wireless communications throughout the City's geographic area. The proposed system provides a single-zone architecture. A zone comprises the master site and Radio Frequency (RF) site referred to as the "system" throughout this proposal. The system will support two (2) trunked, TDMA channels supporting four (4) voice paths, allowing multiple users to share channel resources in a single-bandwidth.

The proposed solution consists of the following sites:

- One master site.
- One (1) ASTRO 25 standalone repeater site with RF subsystem.
- One (1) dispatch site.
- One (1) KVL 5000 encryption device
- One (1) backup power system for the master site and repeater site.

The figure titled "System Architecture" shows a graphical view of the proposed system architecture.



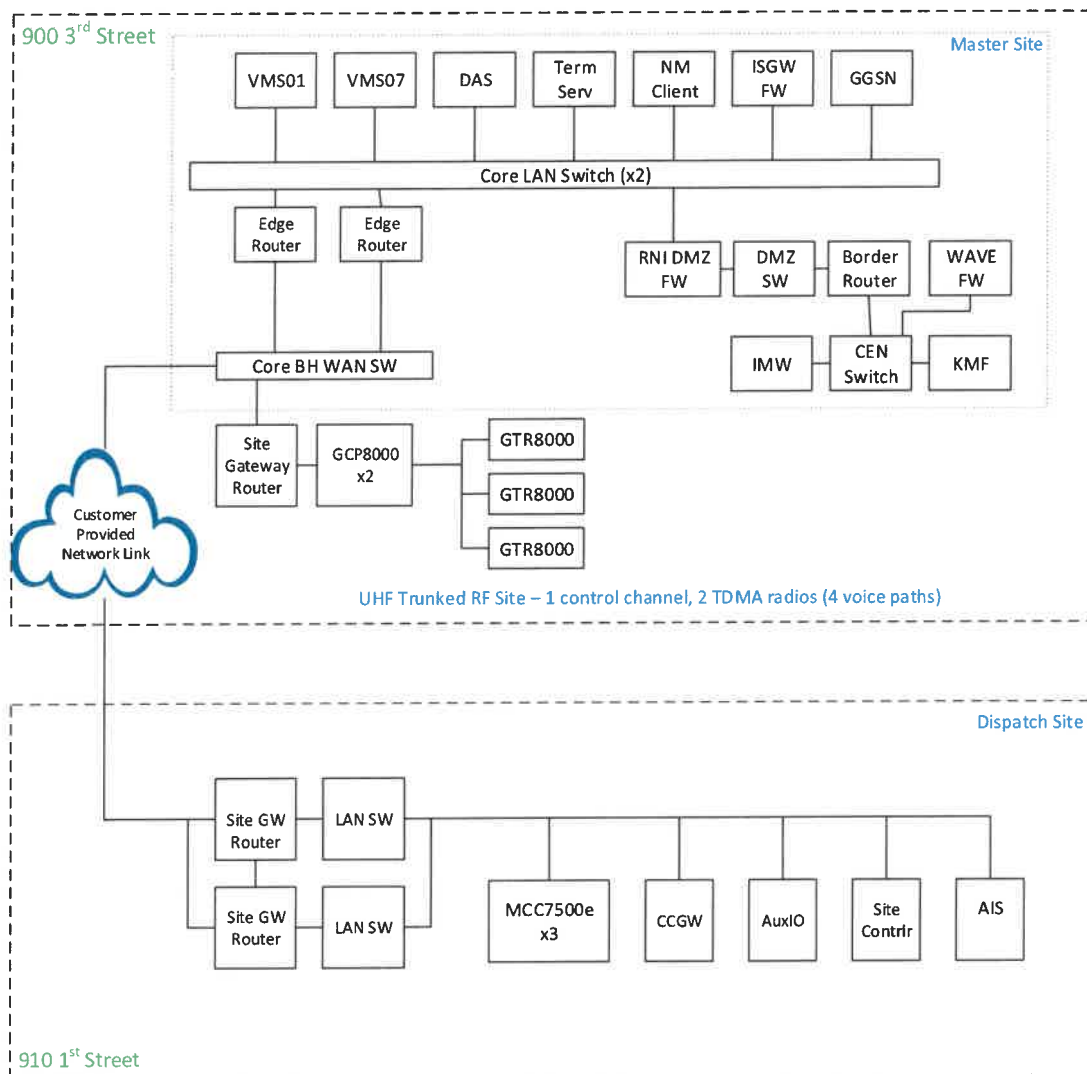


Figure 1-1: The proposed solution will provide the coverage, capacity, and reliability required by the City.

The “master site”—where core equipment is located—provides a central point of control for the operation of the radio communication system. From the master site, the City’s system administrators will have access to the hardware and software components that control call processing, network management, and system configuration. Common Server Architecture (CSA) reduces physical space and individual component requirements at the master site by using Virtual Management Servers (VMSs) to host server applications in a Virtual Machine (VM) environment.

The proposed ASTRO 25 Standalone Repeater (ASR) Site provides base radios to route the City’s voice traffic to the system for distribution to other sites. The base radios also repeat each transmission to support other local user radios. ASR sites support packet data and route data traffic to the site controller. The site controller then routes these data packets upstream to the zone controller for further processing and routing.

1.3 SYSTEM RESILIENCY

Providing continued communications is an essential goal of the ASTRO 25 platform. Motorola Solutions has tailored its proposed design for the City to optimize the system's resiliency, functionality, and budget for the City's specific environment.

1.4 LEGACY SYSTEM INTEROPERABILITY

Critical communications may come from a variety of sources and equipment. The proposed system will provide the City with a gradual migration path to future system enhancements by supporting the following legacy Motorola Solutions equipment and technologies:

The proposed solution will provide the City with extended interoperability features to connect the proposed system with other elements of the City's communications such as existing control stations and tying in existing auxiliary alarms.

1.5 SYSTEM VOICE AND DATA ENCRYPTION

The proposed system supports end-to-end encryption using the Advanced Encryption Standard (AES) encryption algorithm to ensure that only authorized radios can listen to encrypted transmissions on the network.

The **Advanced Encryption Standard (AES)** is an improvement over Data Encryption Standard (DES) algorithms and uses keys of 128, 192, or 256 bits to encrypt blocks of 128-bit traffic. The Motorola Solutions secure voice solution uses a 256-bit key. AES uses the Rijndael algorithm with symmetric block cipher.

1.5.1 KVL Key File Export

To allow the City's users to share key material without a Key Management Facility (KMF), the KVL Key File Export feature enables users to export key material from a KVL 5000 device to a software-based encryption equipped MCC 7500 console via external media (CD/DVD, USB memory, direct wireline from KVL to console).

This helps users to centrally manage keys without the need to manually duplicate key entry or rekey into an MCC 7500.

1.6 SYSTEM CYBERSECURITY

In addition to system-level security capabilities, ASTRO 25 includes a robust set of cybersecurity service standards that will provide communications continuity and security for the City's system, such as:

- **Secure Network Communications** – Provides secure point-to-point connections between two different machines through Secure Shell (SSH).
- **Secure Network Management** – Secures network traffic between network managers and SNMPv3-enabled elements through the inherent authentication and encryption capabilities of SNMPv3.
- **Backup and Recovery** – Enables the quick restoration of system devices under failure conditions through the centralized management of data backup and restore operations.



- **Transparent Element Hardening** – Removes nonessential tools, services, and utilities from the Windows Operating System, which could be used by an attacker to gain unauthorized access to system settings or data.

1.7 SYSTEM CAPACITY AND SPECTRUM MANAGEMENT

The level of traffic on the City's system may vary depending on the time of day, day of the week, and emergency situations. Motorola Solutions takes great care to design systems that can meet peak performance levels without requiring resources that remain unused during slow periods. The proposed ASTRO 25 radio system includes features to ensure that resources are efficiently used.

The proposed system will use **P25 Time Division Multiple Access (TDMA)** to divide each channel into two talkpaths, leveraging 2:1 channel efficiency to double talkpath capacity over FDMA using the same radio frequency bandwidth allocation. This enhanced capacity improves the system's Grade of Service, leading to fewer busied calls and faster callbacks during busy situations. The extra bandwidth provided by TDMA can be deployed for more talkpath capacity and packet data services at the same site, or redistributed to other sites on the network.

1.8 SYSTEM VOICE COMMUNICATIONS MANAGEMENT

The successful completion of calls is a vital factor in the ASTRO 25 radio system design. Targeting communications is important for both privacy and efficiency. Some information may be sensitive and intended for a specific person, while other information may be important for an entire group of radio users. Communications that are relevant for one group should not distract another group, and some radio users may need priority over other radio users when the system is busy. The proposed system for the City includes a collection of features to maximize communications availability, target and prioritize communications, and minimize the effort required by radio users to complete calls.

The zone controller manages call processing in the system. If a zone controller failure prevents channel requests from being acknowledged, the Automatic Retry feature will continue sending channel requests from the individual user radio until the request is acknowledged, or until a total of 16 automatic retries occur. If a radio user presses the push-to-talk (PTT) button and fails to find an open channel, Busy Queuing/Call Back will deliver a busy tone and place the call into a busy queue. As channels become available, they will be assigned to calls in the queue using pre-assigned priority levels. Radio users will be notified of the assigned channel through a call-back tone.

To ensure uninterrupted communications, Recent User Priority will give priority over other radio users to radio users who have been recently assigned a voice channel. Recent User Priority will provide priority system access for up to 10 seconds between transmissions to a talkgroup engaged in a conversation. Misdirected Radio Protection uses embedded signaling to ensure a radio from one talkgroup cannot accidentally be assigned to a voice channel being used by a different talkgroup. If a user radio is accidentally assigned to a different talkgroup channel, the radio will recognize that it has been assigned incorrectly and automatically revert to the control channel. With Continuous Assignment Updating, the control channel will continue to transmit the channel assignment for as long as a talkgroup is using an assigned channel. This ensures a radio just coming into service will be sent to the appropriate voice channel to join the rest of its talkgroup. Radio Talkgroup Muting will allow the radio user to mute all voice traffic for the currently selected talkgroup, including emergency voice received. The radio can be

automatically unmuted by the dispatch operator or another radio user by sending the muted radio a Call Alert.

The proposed system provides the City with 10 Priority Levels, allowing system administrators to segment radio users according to their communications needs. Priority 1 is always reserved for emergencies. Priorities 2 through 10 can be assigned on a per radio or talkgroup basis. These priorities are only applicable when the system is busy. Priority Monitor allows the radio user to scan talkgroups in their system, and mark up to two talkgroups in their scan list as Priority. A non-priority conversation will be interrupted by Priority 1 or Priority 2 talkgroup activity.

Dispatch operators can selectively call and carry on a Private Call with another individual radio, as long as that radio is not already engaged in another Private Call. The calling radio receives an acknowledgment of a successful Private Call. If the receiving radio has a display, it shows the calling party's radio ID. To protect channel availability for mainstream operations, Private Call management can control how many resources are dedicated for private calls at a trunking RF site. The system administrator can pre-configure and limit the number of simultaneous private calls that are active at a particular site, or even disallow private calls entirely.

Dispatch operators can make a simultaneous call to multiple talkgroups, with all radios configured for talk-back capability. Dispatchers can program this Multi-Group Call to operate in one of two ways:

1. The requesting radio user waits for all requested talkgroups to finish all calls in progress.
2. The requested call immediately interrupts other conversations in progress without waiting for active radio users to de-key. Radio users who are transmitting on a voice channel do not hear the call until they de-key.

The proposed system provides a dispatch function called Dispatch Console/Talkgroup Merge to allow multiple talkgroups to operate together on one voice channel, improving channel efficiency.

The proposed system allows the City to establish Conventional Talkgroups to separate voice communications between multiple agencies sharing an RF conventional channel. Radio users and dispatch operators using the same talkgroup can communicate with each other, while radio users from other talkgroups on the same channel cannot hear them.

1.9 SYSTEM DATA COMMUNICATIONS MANAGEMENT

The proposed system's Project 25-compliant Integrated Voice and Data (IV&D) operation allows data traffic to seamlessly use the City's ASTRO 25 radio system, improving in-field efficiency. The IV&D service creates a data transport layer capable of supporting both industry-standard IP and customer-developed applications.



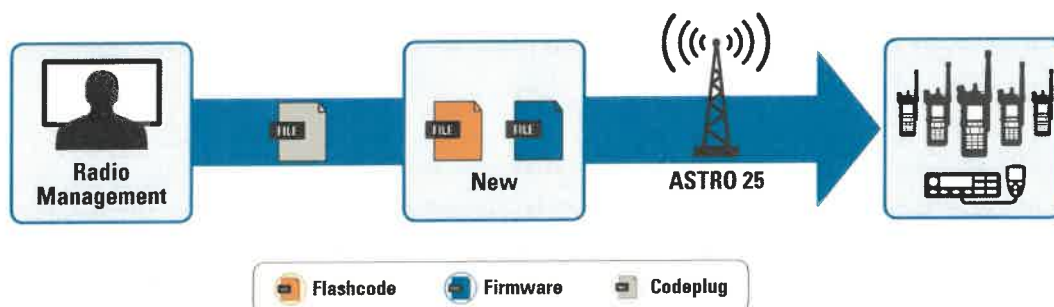


Figure 1-2: Firmware Download Process

1.10 SYSTEM CONFIGURATION MANAGEMENT

The ASTRO 25 system will provide the City's system administrators with a centralized approach to configuring the proposed system.

With the Unified Network Configurator (UNC), the City's system administrators will be able to configure networks and devices in the ASTRO 25 system through easy editing screens and configuration "wizards." Role-based radio user setup, auto discovery of devices/configurations, and minimized data entry reduces configuration errors and initial configuration time. Personnel can quickly access historical configuration and forensic information, and quickly roll back to previous configuration versions, if necessary.

The UNC can direct comparison between the current system configuration with any planned changes, simultaneously displaying the configurations and enabling the scheduling of any changes for distribution during off hours, minimizing the impact of system changes on communications. The UNC is highly secure, supporting SSH and SNMP passwords and providing an automated mechanism to seamlessly roll passwords and passphrases.

The Provisioning Manager (PM) enables the City's system administrators to provision the infrastructure and devices in the ASTRO 25 radio system through a GUI. The PM offers a well-rounded set of features:

- **Streamlined Web-Based Graphic User Interface** – Requires fewer keystrokes to manage critical information. Provides a central point for the configuration of operational parameters for mobile and portable radios, dispatch operator positions, and system administrators.
- **Batch Creation of Radios and Talkgroups** – Minimizes data entry and reuses configuration information through "Multi-Instance Creation."
- **Enhanced Agency Partitioning** – Allows system administrators to define data partitions of system management resources among various agencies and radio users.
- **Provisioning Manager Audit** – enables stricter enforcement of system policies and provides an efficient way of troubleshooting configuration issues. Allows the system administrators to navigate between an audit record and the corresponding configuration record.
- **External Provisioning Manager Interface** – Provides an interface that partners with an identified third-party vendor (Genesis, MCM, Premier One, NGI) to provide an integrated solution for critical customer applications on the system, such as, Asset Management, Billing, and Fleet Mapping applications.
- **Radio and Radio User fields Combined into One Window** – Provides efficient management of user radio provisioning by eliminating the need to enter device information multiple times.
- **Import/Export Capabilities** – Offer a convenient mechanism to export and import data from external applications using .csv protocol.

With the PM's integrated database, system administrators are required to enter data only once, improving accuracy, saving time, and maintaining data integrity.

1.11 SYSTEM PERFORMANCE MANAGEMENT

The ASTRO 25 performance suite will enable the City's system administrators to monitor, manage, and report on system performance in near real-time, as well as proactively plan for expansion. The performance suite comprises both Motorola Solutions and third-party management applications that are certified, integrated, and supported by Motorola Solutions. Together, these applications provide a complete picture of how the system is operating.

1.12 SYSTEM FAULT MANAGEMENT

System performance depends on the proper functioning of the system's software and components. The proposed system includes the following features to facilitate the detection, isolation, and resolution of events that are reported by system components.

The Unified Event Manager (UEM) provides critical fault management, including processing and presentation of events that are sent by managed devices. Historical and real-time traffic screens will give the City's system administrators access to radio events, radio status, and any device alarms.

The UEM supports the following main functions:

- **Device discovery** – The UEM is optimized to quickly discover the managed devices in the system.
- **Fault management** – Fault management in the UEM includes processing and presentation of events sent by a managed device.
- **Supervision** – The UEM periodically checks its ability to communicate with the devices it manages.
- **Synchronization** – The UEM performs synchronization automatically, by validating the health of a device with the information stored in the fault management database.

The UEM will provide secure communications with the City's managed devices. If a loss of communication with a managed device occurs, that failure will be reported to the UEM, which will alert administrators according to the severity of the event. The UEM's alarm view dynamically updates based on the condition of the reported device (that is, the alarm will be cleared from the alarm view when a device sends a clear event to the UEM).

The UEM Simple Network Management Protocol (SNMP) Element Management Toolkit enables third-party vendors to define SNMP messages between their devices and the UEM, allowing system administrators to monitor faults on critical third-party devices directly from the UEM.

1.13 SYSTEM ALERTING CAPABILITIES

Certain circumstances require the immediate alerting of personnel. Whether a specific individual or an entire group of radio users needs to be notified, the proposed system will provide the City with the capabilities needed to alert dispatch operators and radio users of important information and critical situations.

The Call Alert feature uses the control channel to enable a dispatch operator or radio user to page another dispatch position or individual radio without affecting voice channel capacity. Call Alert sounds a tone on



the receiving radio and returns an acknowledgement to the initiating radio. If the receiving radio is in a voice call, the alert tone sounds in the background, so the voice message continues to be clearly heard.

The Emergency Alarm and Emergency Call features provide the alerting capabilities needed for critical situations. With Emergency Alarm and Emergency Call, a radio user can quickly inform the dispatch operator of a life-threatening situation. The simple press of the radio's emergency alarm button sends an audible and visible alarm and the user radio's ID to the dispatch operator and, potentially, other talkgroup members.

**ALERT DISPATCH OF AN
EMERGENCY WITH THE
PUSH OF A BUTTON**

The dispatch console receives immediate notification, even when the system is busy, and an available channel is assigned immediately to the emergency call. If the system is busy, the City's dispatch operators will be able to choose between two alternatives for handling emergency traffic:

- **Top of the Queue** – The emergency caller is put at the top of the busy queue. As soon as the first radio user on any channel de-keys, the emergency caller is assigned that channel. This approach prevents contention for the channel.
- **Ruthless Preemption** – The zone controller re-assigns the channel with the lowest priority call to the emergency caller—a feature unique to Motorola Solutions trunking systems.

1.14 SYSTEM COMPONENTS

An ASTRO 25 radio system is comprised of a master site and one or more radio frequency sites. This section provides descriptions of the components at each location.

1.14.1 Master Site Core Components

The equipment at an ASTRO 25 master site provides an adaptable and affordable platform for mission critical wireless communications in a scalable and virtualized configuration. The master site equipment comprises the system's core components, including a common server architecture (running the applications that provide command and control for the system) and LAN switches (routing information to and from the master site to the radio frequency sites that provide system coverage).

1.14.1.1 Common Server Architecture

A master site's Common Server Architecture (CSA) deploys server applications with the Linux/Windows operating systems on a HP DL380 Virtual Management Server (VMS) host. The VMS hosts the following server applications through VMware in a Virtual Machine (VM) environment:

- **Air Traffic Router (ATR)** – Captures data exhibited by Affiliation Display, Dynamic Reports, Historical Reports, Radio Control Manager (RCM) Reports, and for systems with the Inter-RF System Gateway (ISGW) employing the ISSI 8000/CSSI 8000 feature. The ATR also captures foreign talkgroup and foreign Subscriber Unit Identifier information for ZoneWatch to display.
- **Backup and Recovery (BAR) Server** – Backs up and restores critical data.
- **User Configuration Server (UCS)** – Stores information about user radios, talkgroups, critical sites, and security information.
- **Zone Database Server (ZDS)** – Exports infrastructure and subscriber information it receives from the User Configuration Server (UCS) to consoles and site gateways (conventional channel interface).
- **Zone Statistics Server (ZSS)** – Provides database storage of statistics and back-end processes required for zone-level functions.
- **Zone Controller (ZC)** – Provides centralized control for call processing and mobility management functions.

- **License Manager** – Stores and manages software licenses.
- **Unified Event Manager (UEM)** – Provides fault management.
- **Unified Network Configurator (UNC)** – Provides controlled and validated configuration management of system devices.
- **Centralized Event Logging Server (Syslog) Server** – Captures Operating System (OS) events generated by most devices in the Radio Network.
- **Unified Network Configurator (UNC) Device Server (UNCDS)** – Enables the UNC to manage up to 15,000 devices.
- **System Statistics Server (SSS)** – Stores and provides statistical data for the system.
- **vCenter Appliance** – Manages all fault tolerant Packet Data Gateways (PDGs) and ATRs.
- **Network Management (NM) Client** – Provides a virtual workstation for system administrators and technicians to use for various system-related tasks.

1.14.1.2 Firewall

A firewall provides network boundary enforcement and attack detection features. The firewall restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration. All undefined traffic is discarded.

1.14.1.3 LAN Switches

The master site includes one or more LAN switches. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core.

1.14.2 Radio Frequency Site Component Descriptions

An ASTRO 25 Radio Frequency (RF) site supports a wide variety of configurations to meet critical communications requirements for present and future communication needs. Depending on the RF site configuration, each RF site has several different components. The following components are included in the RF sites provided as part of our solution for the City.

1.14.2.1 Enhanced GGM 8000 Conventional Channel Gateway

Enhanced Conventional Channel Gateways (ECCGWs) connect dispatch operators to analog or digital conventional channels in the system. Up to 16 conventional channels can be connected to the eight analog and eight V.24 ports on a GGM 8000-based ECCGW in any mixture of analog, MDC 1200 digital or mixed mode.

In addition to the 16 channels supported on the analog and V.24 ports, the ECCGW can support up to 16 digital conventional channels through its IP port. Mixed mode channels must use a V.24 port for the digital portion.



Figure 1-3: Enhanced GGM 8000 Conventional Channel Gateway - Connects dispatch operators to analog or digital conventional channels in the system.



1.14.2.2 G-Series Site Components

G-series site equipment uses a standard chassis (see the figure titled "G-Series Chassis") for individual site components. Six basic modules create the entire G-series platform, resulting in reduced spare parts inventory. Modules have front access to improve serviceability with hot-swap support to ensure channels are back on the air in minimum possible time. Standard battery revert and charging capability is built into every G-series power supply. Integrating these capabilities eliminates the need for a large uninterrupted power supply and saves valuable site space.



Figure 1-4: G-Series Chassis – A single chassis and six basic modules create the entire G-series platform, resulting in reduced spare parts inventory.

- **GTR 8000 Site Repeater/Base Radio** – The GTR 8000 base radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing through Configuration/Service Software (CSS). The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or receive multicoupler/low noise amplifier.
- **GCP 8000 Site Controller** – The GCP 8000 Site Controller is used at an ASTRO 25 trunking site to assign voice and data channels, manage and report alarms on site resources, provide Ethernet switching capability, and provide a frequency reference to GTR 8000 Base Radios. The frequency reference is provided either via a GPS receiver or an ultra high stability oscillator. The nature of these frequency references eliminates or minimizes site visits for frequency tuning servicing.
- **GCP 8000 Conventional Site Controller** – The GCP 8000 Conventional Site Controller provides mission critical call processing and mobility management throughout the ASTRO 25 conventional system. The GCP 8000 interfaces through the Ethernet LAN switch, providing access to the packet switched network through the core gateway. Equipped with a single controller module, the GCP 8000 can support the full set of dispatch consoles, archiving interface servers, and conventional gateways.

1.14.2.3 Dual Remote Site Link Switches

In a dual remote site link configuration, two switches are used so that there is no single point of failure for the remote site's entire IP network.

1.14.2.4 Dual Remote Site Link Routers

The remote site access routers, located at the prime site, provide the IP network routing interfaces between the prime site and all of the remote sites. In the dual remote site link configuration, two remote site access

routers each serve as the endpoint for one of the remote site's Wide Area Network (WAN) links. The remote site access routers support T1, FT1, E1, FE1 and Ethernet links.

1.14.2.5 GGSN Router

Motorola Solutions' General Packet Radio Service (GPRS) Gateway Service Node (GGSN) router provides for the internetworking between the ASTRO 25 data system and the Customer Enterprise Network (CEN), allowing for independent management of IP addresses across networks.

The GGSN router handles the IP routing services in support of end-to-end IP data messaging. These services include Static and Dynamic IP addressing, IP fragmentation, and ICMP error reporting messaging for diagnostics and troubleshooting.

1.14.2.6 TRAK 8835 Site Reference

The TRAK 8835 Site Reference is a GPS-based frequency and time reference. The TRAK 8835 Site Reference device is certified only for use at an ASTRO 25 repeater site and circuit-based or IP-based analog-only voting subsystems.

1.14.2.7 Radio Frequency Distribution System

The Radio Frequency Distribution System (RFDS) connects base radios and antennas, allowing for a completely contained and more compact installation footprint. For the transmitters, this can include isolators, combiners, TX filters, diplexers, and power monitors. For the receivers, this can include diplexers, site preselectors, and multicouplers.

1.14.2.8 Network Time Protocol Server

The Network Time Protocol (NTP) Server performs time-synchronization of devices on a network. Time synchronization is critical because activities to manage, secure, and troubleshoot network devices often involve determining the timing of the alarms, events, and other information captured by the event logs and software applications that manage and support the system. The NTP can provide synchronization within several milliseconds of Coordinated Universal Time (UTC), and NTP servers often employ Global Positioning System (GPS) receivers to provide time synchronization.

1.14.2.9 Site LAN Switch

The site LAN switch provides a LAN interface for site equipment and a LAN port for the site gateway. Through the switch, the service technicians gain access to service the site, and also access to the system's Graphical User Interface (GUI).

1.14.2.10 Terminal Server

The Terminal Server provides serial access to Network Management (NM) servers and network transport equipment in the Radio Network Infrastructure (RNI). The terminal server has a separate direct RS-232 connection to each of its supported devices. In the event of a major failure, the Terminal Server provides dial-up access for troubleshooting. This interface is intended exclusively for Motorola Solutions Service personnel.



1.14.2.11 KVL 5000 Key Variable Loader

The KVL 5000 is a P25 communications encryption device that delivers greater flexibility for programmers to secure their radio channels, leading to less interruption in the City's workflow. As the only key loader that employs a hardware protected keystore, the KVL 5000 is used to generate, transport, and load encryption keys to secure user programming and critical information with a physical encryption solution at the highest level.

The KVL's one-handed build features a sleek, responsive UI with quick start for a more efficient key loading process. This device integrates with Motorola Solutions' Key Management Facility (KMF) by provisioning radios to use Over-the-Air-Rekeying (OTAR).

The KVL 5000 brings enhanced capabilities and greater performance to the City's operators with the following core features:

- Purpose-Built
 - Ruggedized design with IP54, MIL-STD certification for use in demanding environments.
 - Increased responsiveness and efficiency, with large, accessible touch display and quick startup for fast engagement.
- Efficient Operation
 - Power saving operation to ensure the KVL 5000 is ready for use in emergency situations.
 - Battery power up to 10 hours of normal key load use.
 - Sleep, standby, and power-off modes available.
- Compatibility
 - Key sharing and backwards compatibility with previous Motorola Solutions KVL models (KVL 4000 to KVL 5000, KVL 3000+ to KVL 5000).



Built on the strong foundation of Motorola Solutions' KVL 4000, the KVL 5000 maintains feature parity by supporting the following capabilities:

- FIPS 140-2 Level 2 compliant.
- Hardware protected keystore.
- Auto keyload and multiple keyload.
- Ability to keyload while KVL is charging (no minimum charge required).
- Key generation.
- KMF support, with UKEK provisioning, store and forward.

1.15 SECTION TITLE

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide the City of San Fernando with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides the City of San Fernando with sophisticated network management and easy migration to future capabilities.

City of San Fernando
November 5, 2019

1.16 DISPATCH CONSOLE CONFIGURATION FOR THE CITY OF SAN FERNANDO

The proposed console will interface seamlessly with the City's ASTRO® 25 system.

The proposed solution offers the City three (3) dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.



Figure 1-5: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

1.17 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.



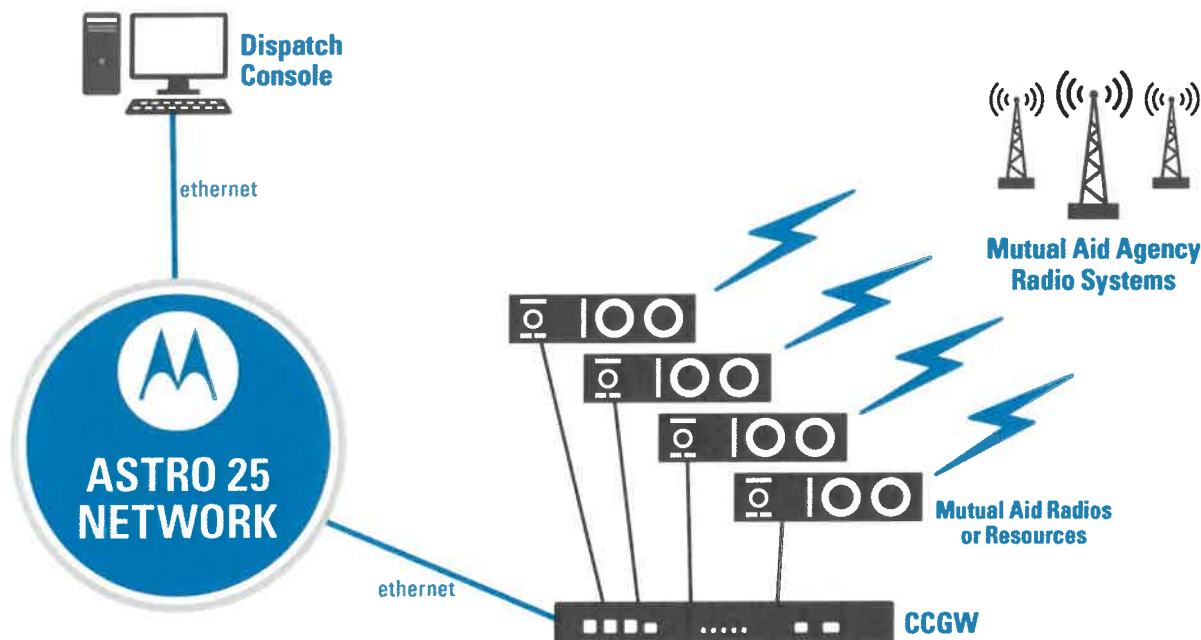


Figure 1-6: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.17.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into the City's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to the City of San Fernando.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.17.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to the City's needs.

Dual Site Link

The proposed console site for the City is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and the City's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

1.18 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.18.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.18.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.18.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting



a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.18.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between the City's dispatch and first

responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.18.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.18.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.18.7 MKM 7000 Console Alias Manager (CAM)

The MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases displayed on dispatch positions. It enables agencies that share a radio system to change aliases displayed on their dispatch positions and logging recorders without affecting the aliases displayed at the other agencies on the system.

A typical console uses many types of aliases to provide meaningful, descriptive names instead of numeric ID numbers for different resources on the console, such as:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Frequencies on multi-frequency conventional channels
- Private Line (PL) codes on conventional channels
- Predefined pages
- Radio unit IDs (also called radio PTT IDs)

The CAM supports aliases for radio unit IDs on ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced SECURENET conventional systems. When SmartX site converters are used with SmartZone or SMARTNET systems, the CAM supports aliases for those types of radio unit IDs as well.

The CAM does not support aliases for systems connected through an ISSI link or non-Motorola Solutions consoles connected through a CSSI link.

1.19 CAPTURING AND LOGGING AUDIO

The proposed console system includes a logging recorder subsystem that enables the recording and replay of audio and other information associated with real-time conversations over the network. These capabilities provide the City's personnel with clear audio and enough information to easily understand the context and content of any recorded transmission.

This proposal includes the *support for* logging recorders that record 120 simultaneous conversations coming through the Archiving Interface Server (AIS). *This proposal does NOT include the logging recorder itself.*

1.20 PROTECTING CONSOLES AND COMMUNICATIONS

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that the City's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.20.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.20.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.



1.20.3 Securing Communications at the Logging Recorder

Not only are real-time communications encrypted, encryption extends to call logging to ensure that even recorded communications are not vulnerable to retrieval by unauthorized people. The AIS can support different encryption algorithms simultaneously.

Like the dispatch console, the AIS also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. A user can access only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

1.21 INCORPORATING CONSOLE CONFIGURATION AND MANAGEMENT

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides the City with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.22 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.22.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

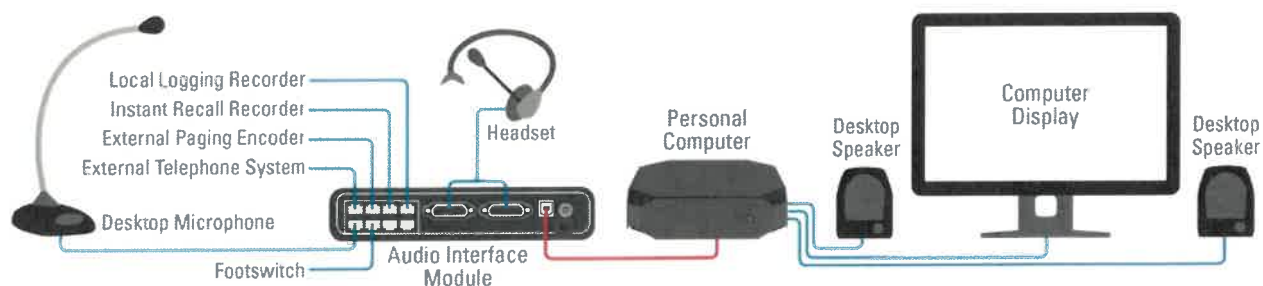
THE MCC 7500E DISPATCH CONSOLE

Figure 1-7: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 22" Computer Display without TouchScreen capability.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.



Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.



SAMPLE MAINTENANCE AGREEMENT

BearCom is pleased to provide the following renewal for the maintenance of your radio equipment. This proposal includes:

A. INFRASTRUCTURE COVERAGE

- 24/7 with 4-hour response time
- PMI Annually
- Hi-Tech Coverage – Infrastructure Repair with Advanced Replacement

B. MOBILE RADIO COVERAGE

- 8:00 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays
- Next business day response

C. PORTABLE RADIO COVERAGE

- 8:00 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays; at a BearCom facility
- Battery replacement – One per radio per year when accompanied with radio
- Disposal of spent battery
- Belt clip replacement - One per radio per year when accompanied with radio
- Antenna replacement - One per radio per year when accompanied with radio

D. VIRTUAL PATROL SYSTEM

- Severity Level 1
- 24 hours per day x 365 days per year
- Technician telephone response 1 hour
- 2 hour On-Site response
- Preventative Maintenance Inspection:
 - a. Annually
- Technical Support for Related Software

E. GENERAL TERMS AND CONDITIONS**F. INVENTORY AND PRICING****G. SIGNATURE PAGE**

A. INFRASTRUCTURE COVERAGE

BearCom will provide On-Site Infrastructure Response services, which will be facilitated by the customer placing a "Request for Service" telephone call to the BearCom office. If a service request is made after hours, on a weekend or on a holiday, the caller must use the BearCom "After Hours" menu on the telephone system. On-Site Response provides for an on-site technician response as determined by Table A below.

Table A

Response	
Current Coverage	24/7 with 4-hour response time Annual PMI Hi-Tech Coverage – Infrastructure Repair with Advanced Replacement

1.0 Preventative Maintenance Inspection (PMI)

Preventative Maintenance Inspections will provide operational test and alignment, on the customer's equipment (infrastructure or fixed network equipment only) to ensure the equipment meets original manufacturer's specifications, all of which are hereby incorporated by this reference. Infrastructure Preventative Maintenance Inspections will be performed during standard business days, 8:00 A.M. to 5:00 P.M., excluding legal holidays.

Service requirements that occur after-hours or on weekends (outside of standard business days) may be purchased by the customer at an additional fee or billed on a time and material basis.

- 1.1 BearCom has the following responsibilities:
 - 1.1.1 Schedule the Annual PMI with the customer
 - 1.1.2 Notify the Customer of any possible System downtime needed to perform this service.
 - 1.1.3 Select and manage any subcontractors required to perform preventative maintenance on original equipment manufacturer (OEM) equipment.
 - 1.1.4 Dispatch the technical resources upon receiving Customer date(s) for Infrastructure Preventative Maintenance Inspection to be performed.
 - 1.1.5 Receive and log the following information from the customer to the JD Edwards system:
 - a) Dates to perform Infrastructure Preventative Maintenance Inspection.
 - b) Task number.
 - c) Site identification.
 - d) Customer and address.
 - e) Customer primary contact.
 - f) Access requirements.
 - g) Close Task Number upon receiving notice of completion from assigned technician or project manager.
- 1.2 Have on hand equipment list including type and quantity.
- 1.3 Have on hand original equipment manufacturer (OEM) Equipment manuals for system

specifications as available

1.4 Inspect and clean cabinets

1.5 Inspect:

- 1.5.1 General circuitry.
- 1.5.2 Fault indicators.
- 1.5.3 Cables, connections and grounding.
- 1.5.4 Remove any dust, and/or foreign substances from the equipment.
- 1.5.5 Clean filters, if applicable.
- 1.5.6 Complete all preventative maintenance requirements and manufacturers specification
- 1.5.7 Measure, record and adjust the equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.
- 1.5.8 Consult equipment manuals for system specifications per system configuration.
- 1.5.9 Complete and sign (by technician) system specific Infrastructure Preventative Maintenance Inspection checklist:
 - a) Electronically file one copy of the system specific Infrastructure Preventative Maintenance Inspection checklist at the BearCom office.
 - b) Identify any service problems that require customer or BearCom action.
 - c) Schedule post PMI meeting with customer to discuss service problems or other issues that require specific action by BearCom or by customer.

B. MOBILE RADIO COVERAGE

1.0 On-Site Mobile Radio Response

On-Site Radio Response provides for BearCom to be on-site to analyze a problem with a mobile radio and to repair the radio on-site if possible. Response will be on the same day if possible, or the next business day, as the trouble call is received by BearCom. If a mobile radio cannot be repaired in the field, BearCom remove the radio and reinstall a FRU (Field Replacement Unit) if provided by the customer. BearCom will then take the radio to its facility to perform the repair, return and reinstall the radio, then give the FRU back to the customer.

- 1.1 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding legal holidays.
- 1.2 Next business day response.

C. PORTABLE RADIO COVERAGE

Portable radio repair provides for BearCom to provide the labor and replacement parts to repair customer's portable radio. All portable radio repair work and PMI's will be done at an BearCom facility and not at the customer location.

1. 8:00 A.M. to 5:00 P.M., Monday – Friday, excluding legal holidays. Customer brings equipment to BearCom
2. Battery replacement, including disposal of spent battery. One battery per year per radio, when accompanied with radio if needed.
3. Battery disposal.
4. Belt clip replacement, one belt clip per radio per year when accompanied with radio if needed.
5. Portable antenna replacement, one antenna per year per radio when accompanied with Radio if needed.
6. BearCom has the following responsibilities:
 - 6.1 Add the following customer information to the BearCom JD Edwards tracking system:
 - 6.1.1 Customer name, contact and address.
 - 6.1.2 System type and equipment descriptions.
 - 6.1.3 Site identification (site names, site ids, addresses and zip codes).
 - 6.1.4 Provide equipment list including type and quantity, when available.
 - 6.2 Provide an operational check of equipment to determine the nature of the problem.
 - 6.3 Restore equipment with external defects that can be restored without opening the radio case.
 - 6.4 Generate service ticket in JD Edwards.
7. SP - Local Subscriber Repair

If Motorola does not manufacture the equipment, it may be returned to the original equipment manufacturer or third party vendor for repair. BearCom will coordinate and track third-party equipment sent to the original equipment manufacturer or third-party vendor for service. Once the equipment is received from the manufacturer, BearCom will contact the customer to pick up the equipment or utilize the pick-up and delivery option provided that the customer has pick-up and delivery as part of its SOW.

D. VIRTUAL PATROL SYSTEM**On-Site Response**

On-Site Response provides for BearCom to provide on-site response as determined by pre-defined severity levels and response times.

BearCom will provide On-Site Response services, which will be facilitated by the customer placing a "Request for Service" telephone call to the BearCom office. If a service request is made after hours, on a weekend or on a holiday, the caller must use the BearCom "After Hours" menu on the telephone system. On-Site Response provides for an on-site technician response as determined by pre-defined response levels set forth in Table A.

Table A - Severity Definitions

Response Types	
(A)Severity Level 1	24 hours per day x 365 days per year Technician telephone response 1 hour 2 – 4 hour On-Site response
(B)Severity Level 2	8:00 A.M. to 5:00 P.M. response Response during Standard Business Day, Monday – Friday Excludes legal holidays Same day response
(C)Severity Level 3	8:00 A.M. to 5:00 P.M. response Response during Standard Business Day, Monday – Friday Excludes legal holidays Next business day response

Preventative Maintenance Inspection (PMI):

BearCom will provide an Annual Preventative Maintenance Inspection (PMI) service to the customer.

Preventative Maintenance Inspections will provide operational test and alignment, on the customer's equipment to ensure the equipment meets original manufacturer's specifications, all of which are hereby incorporated by this reference. Preventative Maintenance Inspections will be performed during standard business days, 8:00 A.M. to 5:00 P.M., excluding legal holidays.

1.0 BearCom has the following responsibilities:

- 1.1 Schedule the PMI Annually with the customer
- 1.2 Notify the Customer of any possible System downtime needed to perform this service
- 1.3 Dispatch the technical resources upon receiving Customer date(s) for Preventative Maintenance Inspection to be performed
- 1.4 Receive and log the following information from the customer to the JD Edwards system:
 - 1.4.1 Dates to perform Infrastructure Preventative Maintenance Inspection
 - 1.4.2 Task number
 - 1.4.3 Site identification
 - 1.4.4 Customer and address
 - 1.4.5 Customer primary contact
 - 1.4.6 Access requirements
 - 1.4.7 Close Task Number upon receiving notice of completion from assigned technician or project manager
- 1.5 Have on hand equipment list including type and quantity.
- 1.6 Have on hand original equipment manufacturer (OEM) Equipment manuals for system specifications as available
- 1.7 Inspect and clean cabinets
- 1.8 Inspect:
 - 1.8.1 General circuitry
 - 1.8.2 Fault indicators
 - 1.8.3 Cables, connections and grounding
 - 1.8.4 Remove any dust, and/or foreign substances from the equipment
 - 1.8.5 Clean filters, if applicable
 - 1.8.6 Complete all preventative maintenance requirements and manufacturers specification
 - 1.8.7 Measure, record and adjust the equipment parameters in accordance with the manufacturer's service manual
 - 1.8.8 Consult equipment manuals for system specifications per system configuration
 - 1.8.9 Complete and sign (by technician) system specific Infrastructure Preventative Maintenance Inspection checklist:
 - 1.8.9.1 Electronically file one copy of the system specific Preventative Maintenance Inspection checklist at the BearCom office
 - 1.8.9.2 Identify any service problems that require customer or BearCom action
 - 1.8.9.3 Schedule post PMI meeting with customer to discuss service problems or other issues that require specific action by BearCom or by customer

E. GENERAL TERMS AND CONDITIONS

BearCom and the customer agree that if this proposal is acceptable to the customer that this document will be the basis for a maintenance agreement.

The Maintenance Agreement may be cancelled by either party with thirty (30) days written notice.

BearCom agrees to provide maintenance on the equipment identified in this agreement including all parts and labor which are required to repair the equipment which has become defective due to normal wear and usage. Maintenance does not include repair of equipment which has otherwise become defective, including but not limited to damage caused by accidents, physical abuse or misuse, vandalism, water, wind, fire or acts of God, nor the elimination of interference caused solely extraneous sources and/or signal exceeding the equipment design specifications.

Unless otherwise stated BearCom services excludes repairs to: any transmission lines, antennas, towers or tower lighting, batteries, carrying straps, belt clips crystals, or reeds, nor does it include repair of optional accessories; non-standard mobile microphones; iDEN mobile microphones; portable remote speaker microphones; mobile external speakers; mobile power and antenna cables; and power supplies. Radio and battery engraving service is not covered unless an engraved battery is replaced with a new battery.

The maintenance agreement is non-cancelable and non-refundable. If Equipment is added to the agreement subsequent to the start date, these units are also non-cancelable and non-refundable for the agreement duration. Equipment may only be added or deleted to the agreement, via a customer signed or emailed BearCom Inventory Adjustment Form (Service Addendum). Complete and accurate serial numbers and model descriptions must be supplied.

All inventory adjustment requests for add-on subscriber units received during any given month will be effective the 1st of that month.

Equipment deletions from the agreement may only be deleted under the following limited conditions:

- a) Equipment was stolen and notice of theft is provided to BearCom; or
- b) BearCom determines Equipment is damaged beyond economical repair (60% of the replacement value of a comparable radio), or
- c) BearCom determines Equipment is no longer supportable or is obsolete; or
- d) Customer has deemed said equipment as obsolete and has been replaced with new equipment.

Equipment deletions, where applicable, will be effective at the 1st of the following month in which the request was received.

The terms and conditions of this proposal are an integral part of the BearCom service agreement or other applicable agreements to which it is attached and made a part thereof by this reference.

If there are any inconsistencies between the provisions of the BearCom service agreement or other applicable agreements and this proposal, the provisions of this proposal shall prevail.

G. INVENTORY AND PRICING

Maintenance Price:

H. SIGNATURE PAGE

If the above-mentioned terms and conditions are agreeable, please indicate so by signing this page and returning a copy to BearCom along with your purchase order (if applicable). This agreement is effective from _____ to _____.

Customer Signature_____
Signature

Vickie Dubois, Customer Service Manager

Customer Print Name_____
Print NameBearCom
2601 Manhattan Beach Blvd.
Redondo Beach, CA 90278

Phone #: _____

Phone #: 424-675-7116

Fax #: _____

Fax #: 424-675-7113

Email: _____

vickie.dubois@bearcom.com

Date_____
Date**VISIT OUR WEB SITE AT****www.bearcom.com**

NOTICE INVITING BIDS

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

CITY-WIDE RADIO SYSTEM AND WIRELESS BROADBAND VIDEO NETWORK MAINTENANCE PROPOSAL

in strict accordance with the Specifications on file in the office of the SAN FERNANDO POLICE DEPARTMENT, 910 First Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <https://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois/>.

One original of the proposal must be submitted to the POLICE DEPARTMENT in a sealed envelope at CITY HALL Clerks Office, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00 p.m. on Friday, November 12, 2021**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless a written request for withdrawal signed by, or on behalf of the prospective company received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **September 30, 2021**.

REQUEST FOR PROPOSALS



The Police Department is requesting proposals for:

City-Wide Radio System and Wireless Broadband Video Network Maintenance Services

RELEASE DATE: September 30, 2021

RESPONSE DUE: November 12, 2021

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced professional services company to provide maintenance and repair of the City-Wide Radio System & Wireless Broadband Video Network and related equipment for a five-year term with two optional one year extensions, or five year extension commencing in FY 2021-22. The required services and performance conditions are described in the Scope of Work.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 104 full-time employees from a total Adopted Budget for fiscal year 2021-2022 of \$63.9 million, which includes a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified companies for maintenance and repair of the City-Wide Radio System & Wireless Broadband Video Network. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING COMPANY'S

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Anthony Vairo, Chief of Police, via e-mail at avairo@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, October 29, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, November 3, 2021**.

C. Submission of Bid Proposals

All bid proposals shall be submitted to CITY HALL Clerks Office located at 117 Macneil Street, San Fernando, California 91340 and in a sealed envelope indicating, "City of San Fernando RFP – City-Wide Radio System and Wireless Broadband Video Network Maintenance Proposal," Proposals must be received no later than Friday, **November 12, 2015 at 5:00 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

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

SCOPE OF SERVICE

The City of San Fernando requests proposals from qualified companies for the purpose of furnishing a firm fixed price contract for the maintenance and repair of the City-Wide Trunk Radio Communication System, Broadband Wireless Video Network and related equipment. The proposer shall provide to the City all qualified labor, materials, repair facilities, replacement parts, equipment, transportation and travel time necessary for performance of the contract work as described below:

- a) Maintenance/Programming:** Contract radio maintenance shall include all parts, labor and travel required to repair and maintain the City-Wide Trunk Radio Communication System fixed, mobile and portable radios, bases, repeaters, Communication Center Radio System, MDC, the Broadband Wireless Video Network System and other related equipment, that have become defective through normal wear and use. The proposal shall include, but not limited to, programming and updating all codeplugs for the mobile and portable radios and other related equipment. The Contractor shall perform this service for a fixed annual fee, invoiced monthly that is covered by the maintenance contract. Maintenance shall also include at least one (1) annual preventative maintenance and a report shall be submitted to the Police Department on equipment condition, with any type of recommendations if needed. Maintenance contract shall cover all listed equipment, servers, software and any other related equipment. Any equipment replaced or removed from the system for disposal is the property of the City of San Fernando and is not to leave the premises without written consent from the City.
- b) Pre-Qualification Requirements:** Proposers must meet the following pre-qualification criteria in order for a proposal to received consideration.

 - 1. The proposer must be trained and certified for Cambium Point to Point Wireless technology operating in the FCC licensed 4.9GHz public safety band and unlicensed 5.8 GHz. The City of San Fernando is currently licensed for 4.9GHz.
 - 2. The proposer must be at least a Motorola Service Elite Specialist within the State of California. This certification identifies the proposer as being certified to work on all Motorola type radio systems and equipment, especially Trunk Systems. The proposer

should also be trained and certified on Motorola Mesh Network with a history of deploying and maintaining such system.

3. The proposer must have at least one (1) trained and certified ONSSI technician at the time of the award.
4. The proposer must have a service shop located within 40 miles or a two (2) hour response time from the City and have Motorola trained and certified technicians and installers available 24/7 emergency service.
5. The proposer must have and maintain a low-level electrical communications license (C7).
6. The proposer must provide a two (2) hour response for critical failures.
7. The proposer must provide the names of all certified technicians, along with their certifications.
8. The proposer must be a Certified Technical Service Center (CTS), through the national third party industry organization.
9. The proposer must be able to log into the system remotely to diagnose and repair equipment.
10. The proposer's technicians must be members of the L.A. Clean Card Program.
11. The proposer's technicians must be Electronics Technician Association (ETA) certified through the national third party industrial organization.
12. The proposer's technicians, installers and sales persons must be TWIC certified.
13. The proposer must provide the above mentioned certifications with the bid response.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **five years, with options for two one-year extensions at the City's discretion.** In addition, the proposer must provide a breakdown of maintenance fees for the first through fifth year, at minimum.

SCHEDULE FOR SELECTION

RFP Available:	September 30, 2021
Deadline for submittal of Questions:	October 29, 2021 @ 5:00 pm
Response to Questions:	November 3, 2021
Deadline for submittal of Proposal:	November 12, 2021 @ 5:00 pm
Review of Proposals:	November 15, 2021 @ 8:30 am
Agreement Presented to Council for Review & Approval:	December 6, 2021 @ 6:00 pm

METHOD OF SELECTION AND NOTICES

The Chief of Police and Command Staff will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

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

GENERAL BIDDING REQUIREMENTS

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions will be considered a non-responsive proposal and may result in immediate elimination from further consideration.

By virtue of submitting a proposal, interested parties are acknowledging the following:

- a. **Proposer Certification:** By their signature on the response, the proposer hereby certifies that they have carefully examined this RFP and documents attached hereto for terms, conditions, specifications, covenants, requirements, software, and services required by the City and the proposer certifies that they understand the scope of the work to be done, that the proposer has knowledge and expertise to provide the scope of the work, and that their proposal is based upon the terms, conditions, specifications, covenants, requirements, software, and services contained in this RFP. The proposer further agrees that the performance time specified is a reasonable time. Moreover, the proposer certifies that their proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all proposers. Further, the proposer certifies that they understand collusive bidding/proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
- b. **Conflict of Interest:** By submission of a response, the proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's duties, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office,

department, division or bureau, or committee sanctioned by and/or governed by the City. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that City, in consultation with legal counsel, may reject their proposal.

- c. **Firm Price:** All proposers submitting proposals agree that their pricing is valid for a minimum of one (1) year after proposal submission to City. Pricing must be submitted on a "not-to-exceed" basis. Proposals which do not submit pricing on a "not to exceed" basis will be eliminated from further consideration. Payment will be tied to agree upon milestones.
- d. **Proposal:** The project proposal must be one complete document. All services and equipment offered should be described and contained within a single proposal.
- e. **Proposer Expenses:** City will not be responsible for any expenses incurred by any proposer in the development of a response to this RFP or any other activities associated with this procurement, including, but not limited to, any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City and/or its representatives.
- f. **Retention of Proposer Material:** City reserves the right to retain all proposals regardless of which response is selected. No proposals, including attached documentation, will be returned to proposer.
- g. **Professional Services Agreement:** The successful proposer will be required to enter into a written agreement with the City ("Agreement"). By reference, a copy of the notice inviting proposals and this RFP, including Exhibit A, will be part of that agreement. All materials or services supplied by the successful proposer will conform to the applicable requirements of Federal, State and local Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the successful proposer, the City reserves the right to procure the articles or services from other sources and to hold the successful proposer responsible for any excess cost incurred by the City hereby.

GENERAL TERMS AND CONDITIONS

- a. **Assignment:** No assignment of the proposer's obligations nor the proposer's right to receive payment hereunder shall be permitted without prior consent of the City. The proposer may not sell, assign, transfer or convey the Agreement resulting from this RFP, in whole or in part, without the prior written approval from City.
- b. **Indemnification:** The successful proposer shall agree to defend, hold harmless and indemnify City and its officers, employees, and agents (collectively the "Indemnities") from any and all demands, claims, actions, proceedings, causes of action, damages, judgments,

awards, settlements amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, "Claims") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of successful proposer or successful proposer's employees, subcontractors or agents in the performance of professional services under the Agreement (including Claims for infringement of intellectual property rights of any third party). Successful proposer shall defend the Indemnities in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense. In connection with all Claims not covered by the preceding paragraph, successful proposer shall defend, hold harmless and indemnify the Indemnities from any Claims arising out of, pertaining to, or relating to Successful proposer's performance of the Agreement. Successful proposer shall defend the Indemnities in any action or actions filed in connection with any such Claims with counsel of City's choice and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

- c. **Independent Contractor:** Proposers shall agree to obtain, at their sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification in a form approved by the City has been received by the City Manager.

d. **Insurance:**

1. Commercial General Liability – Combined single limits of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.
2. Commercial Automobile Liability – Limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under the Agreement and/or are brought on a City site.
3. Professional Liability (Errors and Omissions) - Limits of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate.

All insurance companies must be licensed and be acceptable to the City Manager. Insurance Policies, except Workers' Compensation, shall be endorsed (1) to show City as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to law.

If an "ACCORD" Insurance Certificate is used, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "cancellation" paragraph of the form shall be deleted.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be submitted with the proposal. If the proposer does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to City may be considered.

- e. **Compliance with Laws and Regulations:** Proposer must comply with all applicable State, and local laws and regulations. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the proposer to notify City at once, indicating in their letter the specific regulation which required such alterations. City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.
- f. **Additional Services:** From time to time during the implementation period and afterward, City may elect to have the proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "Additional Services"). Prior to beginning work on any Additional Services, the proposer and City will agree and document the scope of work to be performed and compensation rate. This will be accomplished through an amendment to the Agreement.
- g. **Gratuity Prohibited:** Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.
- h. **Discrimination:** The proposer and all sub-consultants must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

DETAILED SUBMITTAL REQUIREMENTS

- a. **Proposal Format:** Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Section 1. Executive Summary

- Section 2. Scope of Services
- Section 3. Company Background
- Section 4. Proposed Equipment and Services
- Section 5. Maintenance and Support Program
- Section 6. Client References
- Section 7. Cost Proposal
- Section 8. Exceptions to the RFP
- Section 9. Documents

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only.

- b. **Executive Summary (Proposal Section 1.0):** This part of the response to the RFP should be limited to a brief narrative summarizing the proposal.
- c. **Scope of Services (Proposal Section 2.0):** This section of the proposal should include a general discussion of the proposer's overall understanding of the project and the scope of work proposed. The scope statement should include all work from project inception to the completion of the warranty period.
- d. **Company Background (Proposal Section 3.0):** Each proposal must provide the following information about the submitting proposer's company, the implementation partner's company and any third-party proposer being proposed to provide a business function so that City can evaluate the proposer's stability and ability to support the commitments set forth in response to the RFP. City, at its option, may require a proposer to provide additional support or clarify requested information.

Background information shall include:

- 1. How long the company has been in business;
- 2. A brief description of the company size and organizational structure;
- 3. How long the company has been selling the proposed solution to clients similar to the City;

4. Most recent reviewed financial statements as contained in relevant annual reports. The statements should include information on annual sales, profitability, etc.;
 5. Listing of installs at entities similar to City by name and state; and
 6. Copies of business licenses, professional certifications or other credentials.
- e. **Proposed Equipment and Services (Proposal Section 4.0):** The proposer must present, in detail, the version, features and capabilities of the proposed system. In addition to the description, please provide in narrative form (at least one paragraph per item) answers to the following questions:
1. Technology Architecture: Included in this section should be a detailed technical overview of any proposed hardware or software platform. Include network diagrams and coverage maps where appropriate. Ensure the following questions are answered:
 - Upon which platforms does your system run?
 - What are the optimal and minimum network requirements?
 2. Administration Overview: What administration toolsets are included with the system? What skills are required to maintain the system? What monitoring is routinely required for optimal system performance?
 3. Security: What security tools are included with the system? How is the security profile defined? What is included in the user security profile?
 4. Upgrades: What is the software upgrade frequency? How are patches and fixes applied? How are patches and fixes deployed? How are upgrades applied?
- f. **Maintenance and Support Program (Proposal Section 5.0):** The proposal must specify the nature of on-going support provided by the proposer including:
1. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
 2. Special plans defining "levels" of City support (e.g., gold, silver, etc.). Define what level of support is being proposed.
 3. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.

4. Problem reporting and resolution procedures.
 5. Bug fixes and patches.
 6. Support provided for third-party solutions.
 7. Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).
- g. **Client References (Proposal Section 6.0):** City considers references to be important in its decision to award an Agreement. The names and phone numbers of the project manager for each reference must be listed.

The proposal must contain three (3) verifiable references of the proposer's proposed solution that has been operational for a minimum of 90 days, preferably ports and local government.

- h. **Cost Proposal (Proposal Section 7.0):** Proposers should submit all costs in the proposal.

Project scope should be assumed to include all functionality listed in the RFP.

City reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process and negotiation process. City is asking proposers to furnish a firm fix price for all categories.

City may award an Agreement, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. City may, however, have discussion with those proposers that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such proposers, and make an award and/or conduct negotiations thereafter.

- i. **Exceptions to the RFP (Proposal Section 8.0):** All requested information in this RFP must be supplied. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for City, and the description of the advantages or disadvantages to City as a result of exceptions. City, in its sole discretion, may reject any exceptions or specifications within the proposal. Proposers may also provide supplemental information, if necessary, to assist City in analyzing responses to this RFP.
- j. **Documents (Proposal Section 9.0):** Proposers should include sample copies of the following documents:
1. Specification sheets

2. Sample software licensing agreement
3. Sample maintenance agreement
4. Sample documentation (user guides, training materials, etc.)

EQUIPMENT

Descriptive data on the following equipment and quantity below is an estimate of the City-Wide Trunk Radio system and Wireless Broadband Video Network inventory. The City reserves the option to add or remove contract items as needed. The City will assist the contractor, if required, in verifying actual types and quantities of equipment to be serviced under the contract. However, the contractor will be responsible for the verification of location and actual count of the equipment. Such verification will be subject to approval by the City.

- One Redundant L-Core Master Site
- One Network Management Client
- Three GTR 8000 Radios
- Auxiliary Equipment (combiner, antennas systems)
- Three MCC7500 consoles
- Networking Equipment
- Spares
- APX 900, 1500, 8000 & 8500 radios
- NICE logging recorder system
- Motomesh DUO & related equipment
- VMM Motomesh & related equipment
- PTP 5.8 MHz & related equipment
- ONSSI software, computer and related equipment
- HD Cameras
- Servers and software related to the above equipment
- 2 Radio towers (small)
- Getac MDC's

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: December 6, 2021

Subject: Consideration to Adopt Resolutions to Accept Grant Funds from the State of California Department of Justice Tobacco Grant Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the State of California Department of Justice (DOJ) Tobacco Grant Program DOJ-PROP56-2021-22-1 (Attachment "A") in the amount of \$113,735;
- b. Adopt Resolution No. 8107 (Attachment "B") authorizing the Police Chief to execute the Tobacco Grant Program with California Department of Justice; and
- c. Adopt Resolution No. 8108 (Attachment "C") amending the budget for Fiscal Year (FY) 2021-2022 to appropriate the grant revenues and expenses.

BACKGROUND:

1. On September 4, 2012, the City Council adopted Ordinance No. 1623 prohibiting the use of tobacco products at unenclosed outdoor locations open to the public.
2. On April 7, 2021, the Police Department submitted an application to California DOJ requesting funds for Tobacco enforcement and education.
3. On November 18, 2021, the Police Department received notification that it had been selected to receive funding that would cover four fiscal years (July 2021-2025).

ANALYSIS:

The City currently has 14 retail operations licensed to sell tobacco products within City limits. These licensed operations include grocery markets, convenient stores, fueling stations with markets and other retail outfits, which are all in close proximity to residential areas, parks and

Consideration to Adopt Resolution to Accept Grant Funds from the State of California Department of Justice Tobacco Grant Program

Page 2 of 2

educational facilities. With the high number of retail locations within the City limits, tobacco products are readily accessible to the youth of the City and surrounding areas. According to Los Angeles County statics, 1.7% of high school students are using cigarettes, 10% are using e-cigarettes, 11.6% are using some tobacco products, and flavored products are reportedly used by 83% of high school users.

The grant funds will allow the Police Department to provide on-site education/presentations annually at various educational institutions. Through education outreach, reduction in tobacco related products and usage should be achieved and a stronger relationship built between the Police Department and City's youth through positive interaction. The other portion of the grant funds will be used to conduct tobacco related enforcement operations at licensed retailers to affect related violations of all types.

DOJ requires that the City adopt a Resolution that includes specific elements to satisfy the stipulations made by the grant. The goal of the program is to continue to reduce availability of tobacco products to local youth and educate local merchants. Grant funds will be used to reimburse the City for overtime costs incurred during enforcement operations for those goals.

BUDGET IMPACT:

The DOJ grant from the State of California is in the form of reimbursement and requires the City to enter into an agreement with DOJ to administer the grant. Acceptance of the grant in amount of \$113,735 and the proposed Budget Resolution will appropriate the full amount in FY 2021-2022.

CONCLUSION:

Staff recommends that the City Council approve the acceptance of the DOJ Grant in the amount of \$113,735 and adopt a resolution amending FY 2021-2022 Budget.

ATTACHMENTS:

- A. DOJ Award Letter
- B. Resolution No. 8107
- C. Resolution No. 8108

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE



DIVISION OF OPERATIONS
TOBACCO GRANT PROGRAM
P.O. BOX 160187
SACRAMENTO, CA 95816-0187
Telephone: (916) 210-6422
E-Mail Address: TobaccoGrants@doj.ca.gov

November 18, 2021

Irwin Rosenberg, Lieutenant
San Fernando Police Department
910 First Street
San Fernando, CA 91340

Re: Tobacco Grant Award Notification FY 21/22

Dear Irwin Rosenberg:

Congratulations! On behalf of the California Department of Justice, I am excited to inform you that your agency's grant application for funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has been approved for Funding in the amount of ~~\$89,572~~ ^{\$113,735}.

The California Department of Justice was excited to receive applications totaling over \$71 million to support local law enforcement agencies in educating minors about the harms of tobacco products, enforcing state and local tobacco laws, and conducting retailer enforcement. Consequently, some awards were approved with modifications.

In order to accept the award, your agency must, within 15 calendar days of the date of this letter, respond with a signed Letter of Intent (template attached) affirming either 1) your agency will seek a resolution to accept the award, if your agency has a governing body; or 2) no governing body exists and no resolution is required. The letter can be sent via email to TobaccoGrants@doj.ca.gov with subject line "FY 21-22_Letter of Intent_San Fernando Police Department" and/or hard copy to:

CA Department of Justice
Division of Operations
Tobacco Grant Program
P.O. Box 160187
Sacramento, CA 95816-0187

If the Letter of Intent is only being sent via hard copy, it must be postmarked within 15 days of the date of this letter. Upon receipt of the Letter of Intent, the Local Assistance Unit

¹Award amounts are subject to change due to appeals or declinations of awards.

November 18, 2021

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within the California Department of Justice will provide documents as part of your grant agreement (Memorandum of Understanding, Handbook, etc.).

Also provided with the electronic version of this letter are the Award Summary and approved Budget Detail which will reflect any necessary modifications. If you wish to realign the approved funds, please reference the attached instruction sheet and return your revised Budget Detail with your letter of intent.

If you have any questions about this process, please do not hesitate to contact me at (916) 210-7006 or at TobaccoGrants@doj.ca.gov.

Sincerely,

Stacy
Heinsen

Digitally signed by Stacy
Heinsen
Date: 2021.11.17
17:48:48 -0800

STACY HEINSEN
Manager, Tobacco Grant Program

For ROB BONTA
Attorney General

CALIFORNIA DEPARTMENT OF JUSTICE – TOBACCO GRANT PROGRAM AWARD

SUMMARY OF AWARD – DOJ-PROP56-2021-22-1-059

San Fernando Police Department

Requested Amount: \$101,065	Award Amount: \$113,735
Removed from Award: Dispatcher and records clerk.	Reduced Line Items: None
Other Changes: None	

Notes for All Grantees

Removed personnel or items – If specific personnel or items were removed and not funded, they cannot be reinstated during the grant term.

Reduced line items – If a specific line item was reduced, it cannot be increased during the grant term.

Uniforms – These were not funded and cannot be reimbursed. If uniforms are included separately in reimbursement requests, they will be removed.

Mileage/fuel – Budgets which include mileage or fuel were amended to include both, since reimbursement is determined by the documentation provided. Mileage is limited to the state rate at the time of travel.

Vape detectors – If awarded, these have been funded at a specific amount – typically \$1,500 each or less including tax, installation, and any other associated costs.

Equipment-type items – All equipment-type items are funded in the first year of funding and must be purchased during that first year.

Please reference the Tobacco Grant Program Grantee Handbook for more information regarding your grant award.

RESOLUTION NO. 8107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE POLICE CHIEF TO PROPOSE AND ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE TO DEVELOP A TOBACCO EDUCATION AND ENFORCEMENT PARTNERSHIP PROGRAM

WHEREAS, the City Council of the City of San Fernando desires to undertake a certain project designated as 2021-2022 Tobacco Education and Enforcement Policing Partnership Program to be funded in part from funds made available through the Grant Assistance Program administered by the Department of Justice (hereafter referred as DOJ).

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

Section 1. The Police Chief is authorized to utilize the grant funds for the purpose of Tobacco Education and Enforcement Program.

Section 2. It is agreed that any liability arising out of the performance of this program, including civil court actions for damages, shall be the responsibility of the grant recipient and authorizing agency. The State of California and DOJ disclaim responsibility for any such liability.

Section 3. The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Section 4. This award is not subject to local hiring freezes.

PASSED, APPROVED, AND ADOPTED THIS 6th day of December, 2021.

Sylvia Ballin, Mayor of the City of San Fernando, California

ATTEST:

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. 8107 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 6th day of December, 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 December 2021.

Julia Fritz, City Clerk

RESOLUTION NO. 8108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-22 ADOPTED ON JUNE 21, 2021

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021, and ending June 30, 2022; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk's Office, has been adopted on June 21, 2021.

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

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

STATE OF CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM
DOJ-PROP56-2021-22-1

Fund 110-225-3667-4105:
Increase in Expenditures: \$ 113,735

Fund 110-3696-3667:
Increase in Revenues: \$ 113,735

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 6th day of December, 2021.

Sylvia Ballin, Mayor of the City of San Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, 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. 8108 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 6th day of December, 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 December, 2021.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: December 6, 2021

Subject: Consideration to Approve an Executive Order Extending the COVID-19 Outdoor Services Permit Program through June 30, 2022

RECOMMENDATION:

It is recommended that the City Council approve Executive Order No. 2021-12-06 (Attachment "A") extending COVID-19 Outdoor Services Permit regulations through June 30, 2022.

BACKGROUND:

1. On March 16, 2020, the City Council of the City of San Fernando ("City") declared a Local Emergency pursuant to San Fernando Municipal Code Chapter 26 Section 2 in response to the public threat caused by the Coronavirus (COVID-19) pandemic. Such declaration grants specific duties to the officers and employees of the City as set forth in Chapter 26 Section 63.
2. On March 21, 2020, the County of Los Angeles Department of Public Health (the "Health Department") first issued the "Safer at Home Order for the Control of COVID-19" (the "Safer at Home Order") and has issued a succession of updated iterations to the same since with the most recent iteration of the Safe at Home Order being issued on February 18, 2021.
3. On July 23, 2020, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2020-07-23 establishing Outdoor Service Permit regulations that authorized businesses to setup outdoor service beyond what was already permitted in an effort to ensure proper social distancing protocols. The regulations established by this Executive Order were set to expire on December 31, 2020, unless extended by the Director of Emergency Services due to the extension of economic restrictions imposed by the County Public Health Officer or similar order.
4. On February 4, 2021, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2021-02-04 extending the rules, regulations and procedures authorized pursuant to Executive Order Nos. 2020-07-23, 2020-08-26, and 2020-09-29 through June 30, 2021 due to the continued economic restrictions being imposed by the County Health Order.

Consideration to Approve an Executive Order Extending the COVID-19 Outdoor Services Permit Program through June 30, 2022

Page 2 of 3

5. On June 21, 2021, pursuant to the powers as the Director of Emergency Services during a declared local emergency, the City Manager issued Executive Order No. 2021-06-21 extending the rules, regulations and procedures for outdoor services pursuant to Executive Order No. 2021-02-04 through June 30, 2021, unless canceled or further extended by the Director of Emergency Services due to the continued economic restrictions being imposed by the County Health Order.

ANALYSIS:

As COVID-19 infections and hospitalizations in the State and Los Angeles County have drastically decreased and vaccination rates have been increasing, the state of California has lifted the “Blueprint for a Safer Economy” restrictions and replaced them with a “Beyond the Blueprint” plan to fully, yet cautiously, reopen the economy in a “post-COVID” era.

Despite the significant progress in reducing COVID infections, a surge in infections and hospitalizations due to a new variant (“omicron” variant) remains a threat. The state of California and Los Angeles County Department of Public Health continue to urge caution over the coming months to protect against a surge. Although the City’s vaccination rate is steadily increasing, approximately 73% of the City’s 5+ population is currently fully or partially vaccinated, which means that approximately 27% of the local population remains vulnerable.

Additionally, the California Alcohol and Beverage Control Board (ABC) has extended the COVID-19 Temporary Catering Authorization to allow businesses with an existing ABC permit to expand their alcohol service to an outdoor area that is adjacent to the licensed premises and under the control of the licensee.

Therefore, staff is recommending that the City continue to provide the COVID-19 Outdoor Services permit as an option for businesses that would like to continue to provide an outdoor option for customers.

Staff is recommending the existing permit regulations for Outdoor Services remain in effect, which include, but are not limited to:

- The permit application must be accompanied by a plan showing the proposed outdoor service area, the existing business establishment, existing parking areas, all property boundaries, and ingress/egress for the property.
- Protective barriers, such as K-rails, must be placed around outdoor service area in such a way as to provide safety for patrons from vehicles traveling through parking lot. The City has a limited number of K-rails that can be provided free of charge on a first-come, first-served basis.

Consideration to Approve an Executive Order Extending the COVID-19 Outdoor Services Permit Program through June 30, 2022

Page 3 of 3

- Businesses providing outdoor service pursuant to this permit must undertake appropriate measures to ensure that the level of noise associated with the outdoor service area does not disturb the right to quiet enjoyment of the neighboring properties and businesses. No sound, apart from ambient noise from the utilization of the space, shall be permitted in the outside service area.
- The business and property owner shall maintain the outdoor service area clear of litter, food scraps, service waste, packaging, soiled dishes, grease, and gum. At the close of business daily, the permittee and property owner shall remove all trash and clean the area in and around the outdoor service area.
- ADA disabled access parking stalls may not be impacted by the outdoor service area.

Businesses that have a current, valid and approved COVID-19 Outdoor Services Permit will have their permit automatically extended through June 30, 2022.

New applications will be submitted to the Public Works Department and reviewed by the Public Works Department, Community Development Department, Police Department and Finance Department for compliance with the prior COVID-19 Outdoor Service Encroachment Permit issued pursuant to Executive Order 2021-06-21, if applicable, and to ensure the applicant is current with all outstanding City permit and licensing requirements. The City will review applications and compliance with any prior permits and may deny applications for those businesses that are not in good standing.

BUDGET IMPACT:

Ratification of this Executive Order will have minimal direct fiscal impact on the City's General Fund budget. As a comparison, the typical processing fee for right-of-way encroachment permits is \$106.08. The proposed Outdoor Services Permit Application would waive any application fee. Businesses that apply for the permit must have a valid Business License and all other regulatory permits.

CONCLUSION:

Staff recommends that the City Council approve Executive Order No. 2021-12-06 extending COVID-19 Outdoor Services Permit regulations through June 30, 2022.

ATTACHMENT:

- A. Executive Order 2021-12-06, including:
Exhibit "A" – Extended COVID-19 Outdoor Service Regulations

CITY OF SAN FERNANDO
CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES
EXECUTIVE ORDER NO. 2021-12-06
(EXTENDED COVID-19 OUTDOOR SERVICE REGULATIONS)

Issue Date: December 6, 2021

1. Findings and Intent.

- A. San Fernando ("City") Municipal Code ("Municipal Code") Section 26-63(a) provides for the preparation and carrying out of plans for the protection of persons and property within the City of San Fernando in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of the City with all other public agencies, corporations, and affected private persons.
- B. International, national, state, and local health and governmental authorities are responding to an outbreak of a respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "Coronavirus disease 2019" ("COVID-19").
- C. On March 4, 2020, Governor Newsom declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and department, and help the state prepare for broader spread of COVID-19.
- D. On March 16, 2020, pursuant to the City's Municipal Code Section 2 (Definitions) of Chapter 26 (Civil Emergencies), the City Council for the City of San Fernando declared the existence of a local emergency in response to the COVID-19 pandemic.
- E. On March 19, 2020, Governor Newsom issued Executive Order No. N-33-20 requiring all individuals to stay home or at their place of residence except as needed to maintain the continuity of operations of the federal critical infrastructure sectors.
- F. On March 19, 2020, the Los Angeles County Health Officer ("County") issued a Safer at Home Order for Control of COVID-19 ("Safer at Home Order"). Among other things, the Safer at Home Order required closure of hair salons and barber shops, gyms and fitness establishments, personal care establishments, places of worship, and restaurants except for delivery, drive thru, and carry out service.

- G. On July 7, 2020, the City issued Executive Order No. 2020-07-23 establishing regulations for COVID-19 Outdoor Services Permits to allow outdoor services in certain areas, including sidewalks and private parking lots, pursuant to social distancing protocols in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except the General Neighborhood District (GN).
 - H. On February 4, 2021, the City issued Executive Order No. 2021-02-04 extending the rules, regulation, and procedures authorized pursuant to, among other Orders, Executive Order No. 2020-07-23 through June 30, 2021, unless earlier canceled or further extended by the City Manager/Director of Emergency Services or the City Council.
 - I. On June 21, 2021, the City issued Executive Order No. 2021-06-21 extending the rules, regulation, and procedures authorized pursuant to, among other Orders, Executive Order No. 2020-02-04 through December 31, 2021, unless earlier canceled or further extended by the City Manager/Director of Emergency Services or the City Council.
 - J. Section 26-63 (Powers and duties of officers) of Chapter 26 (Civil Emergencies) of the City's Municipal Code authorizes the City Manager/Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency.
 - K. The purpose of this Executive Order is to allow outdoor services in certain areas, including sidewalks and private parking lots, pursuant to social distancing protocols in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except the General Neighborhood District (GN).
2. Regulations.
- A. The COVID-19 Outdoor Service Regulations set forth in the attached Exhibit "A" are adopted. Businesses offering outdoor service shall comply with such regulations and all applicable laws.
 - B. The COVID-19 Outdoor Service Regulations supersede any conflicting provisions in the City's Municipal Code.
3. Duration. This Executive Order shall be effective immediately and shall remain in effect through June 30, 2022, unless rescinded by City Council or Executive Order by the City Manager/Director of Emergency Services, or superseded by order of the County Public Health Officer or other similar order.

4. Interpretation. This Executive Order is not intended to create, and shall not be interpreted as creating, any substantive or procedural rights or benefits with respect to businesses offering of outdoor services. This Executive Order may be cancelled by the City Manager/Director of Emergency Services, or by the City Council if previously confirmed by the City Council, at any time without cause.
5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Executive Order is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Executive Order. The City Manager/Director of Emergency Services declares that he would have issued this Executive Order and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.
6. Dissemination. This Executive Order shall be given widespread publicity and notice in accordance with Government Code Section 8654.

ISSUED:

Date: December 6, 2021

Time:

Nick Kimball
City Manager/Director of Emergency Services

Extended COVID-19 Outdoor Service Regulations

Purpose

These temporary regulations allow for a business to setup outdoor service beyond what is already permitted for in an effort to ensure proper social distancing protocols are being followed in all zones that allow commercial uses, including C-1 (limited commercial), C-2 (commercial), SC (service commercial), PD (precise development overlay), and all SP-5 districts except General Neighborhood District (GN).

Compliance with Law

Restaurants shall comply with all applicable laws, including, but not limited to:

- Americans with Disabilities Act
- California Alcoholic Beverage Control Regulations
- California Department of Public Health Regulations
- California Department of Consumer Affairs
- City of Los Angeles Building & Safety Codes
- City of Los Angeles Fire Department Codes
- Los Angeles County Health Officer Orders
- San Fernando Municipal Code

Application Submittal Requirements and Permit Duration

Effective on December 31, 2021, all COVID-19 Outdoor Service Encroachment Permits issued pursuant to Executive Order 2021-06-21 that remain in good standing as of December 31, 2021, shall be extended through June 30, 2022.

Applications for Outdoor Service Encroachment Permits submitted after December 31, 2021, will be submitted to the Public Works Department and reviewed by the Public Works Department, Community Development Department, Police Department and Finance Department for compliance with the prior COVID-19 Outdoor Service Encroachment Permit issued pursuant to Executive Order 2021-06-21 to ensure the applicant is current with all outstanding City permit and licensing requirements. The City may deny applications for those businesses that are not in good standing.

All COVID-19 Outdoor Service Encroachment Permits issued pursuant to this Executive Order for outdoor services shall expire on June 30, 2022, unless earlier rescinded or extended by the City Manager/Director of Emergency Services or by the City Council.

All other COVID-19 Outdoor Services must move services indoor as soon as permitted by the County of Los Angeles Department of Public Health – Health Officer Order. Any City issued property, including, but not limited to, K-rails or other City provided barricades shall be returned as soon as practical.

Permit Overview

1. LOCATION:

- A. The outdoor service area must be located adjacent to the business, unless by written agreement with another property owner, and must not be located on any of the following: unpaved areas, on-street parking spaces, public parks, and right-of-way that cannot provide the minimum requirement of 5-feet clear path of travel.
- B. An outdoor service area shall not be located or operated in a manner that jeopardizes the safety of pedestrians or vehicles. The City Traffic Engineer may impose safety measures as necessary to protect the safety of pedestrians, customers, and vehicles in and around the proposed outdoor service area. Owner or City provided barricades, such as K-rails, shall be erected along the perimeter of the outdoor service area in order to maintain safety of patrons. Subject to availability, K-rails may be temporarily provided by the City at no cost on a first-come, first-served basis.
- C. Use of any private property requires review by the Community Development Department.

2. HEALTH OFFICER PROTOCOLS:

- A. All businesses shall ensure that the most current Los Angeles County Department of Public Health - Health Officer protocols are adhered to by persons in the outdoor service area, on any adjacent public sidewalk area, or standing in line waiting for service.
- B. Businesses shall follow all safety and Health Officer protocols per the Los Angeles County Department of Public Health.

3. NOISE:

- A. The business owner must undertake appropriate measures to ensure that the level of noise associated with the outdoor service area does not disturb the right to quiet enjoyment of the neighboring properties and businesses.
- B. No sound, apart from ambient noise from the utilization of the space, shall be permitted in the outside service area.
- C. Amplified music is permitted to the extent it remains in compliance with the City of San Fernando's Noise Ordinance (SFMC Sec. 34-26 through 71).

EXECUTIVE ORDER NO. 2021-12-06
EXHIBIT "A"

4. MAINTENANCE:

- A. The permittee and the property owner shall maintain the outdoor service area clear of litter, food scraps, service waste, packaging, soiled dishes, grease, and gum. At the close of business daily, the permittee and property owner shall remove all trash and clean the area in and around the outdoor service area.
- B. The permittee and the property owner shall store and maintain all outdoor furniture inside whenever the outdoor service area is closed.
- C. The City may temporarily revoke any permit to conduct any necessary repairs or maintenance on public facilities.

5. PARKING:

- A. Use of a private parking lot to provide service will require approval from the Community Development Department to ensure adequate parking is provided to customers. Businesses must be able to demonstrate the ability to provide a minimum of 50% of their required parking spaces per City Standards.
- B. Existing disabled (ADA) access parking stalls and path of travel shall not be impacted by outdoor service.

6. SIGNAGE:

- A. This permit does not confer any new rights for signage.

7. ALCOHOL CONSUMPTION:

- A. Alcoholic beverage consumption in the outdoor service area requires COVID-19 Temporary Catering Authorization approval from the California Department of Alcoholic Beverage Control (ABC).

8. RETAIL:

- A. Retail uses are currently allowed indoor operations and do not qualify for this permit.

9. NON-TRANSFERABLE:

- A. This permit is non-transferable.

Submittal Requirements

A complete application package includes the following:

1. Completed Application submitted to the Public Works Department.
NOTE: The permit fee is waived as part of the City's COVID-19 Relief Programs.
2. Site Plan.
3. Certificate of General Liability Insurance; Must include the City of San Fernando as Additional Insured.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: December 6, 2021

Subject: Receive and File an Update Regarding COVID-19 Response Efforts

RECOMMENDATION:

Receive and file an update related to the City's COVID-19 efforts, including, but not limited to the City's COVID-19 planning, response, enforcement; education and outreach efforts; financial assistance programs and the pursuit of funding opportunities; COVID-19 related policy initiatives; and related recommendations, as appropriate.

BACKGROUND/ANALYSIS:

This report is meant to provide City Council and the public the opportunity to review all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, financial hardship programs and other potential stimulus funding.

Staff Updates.

Los Angeles County Department of Public Health (LACDPH) A Safer Return Together at Work and in the Community Beyond the Blueprint for a Safer Economy.

As of June 15, 2021, California retired its Blueprint for a Safer Economy and California's economy is now fully open. Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required. However, everyone is still required to follow masking guidelines in select settings and proof of vaccination is required to enter bars, breweries, wineries, distilleries and nightclubs. Some restrictions also still exist for large events. More information is provided below.

Since reopening on June 15, 2021, LACDPH has updated the Health Officer Order on July 16, 2021, July 22, 2021, July 30, 2021, August 23, 2021, September 17, 2021, and most recently on September 28, 2021 to include:

- Clarifying that, beginning November 1, 2021, operators of Outdoor Mega Events are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older.

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- Beginning November 4, 2021, all on-site employees and all patrons 12 and older at bars, breweries, wineries and distilleries must provide proof of full vaccination against COVID-19 for entry into the facility indoor service. Children under age of two years are exempt.
- Beginning November 4, 2021, all on-site employees and all patrons of nightclubs and lounges that are only open to persons 18 years and older must provide proof of full vaccination against COVID-19 for entry into the facility indoor service.

On September 30, 2021, LACDPH provided visual guidance on verifying Proof of a Negative COVID-19 Test and Proof of COVID-19 Vaccination.

In addition to the above revisions to the Health Officer Order, LACDPH instituted a separate Health Care Worker Vaccination Requirement on August 12, 2021 (effective at 11:59 pm on August 12, 2021, with compliance required by September 30, 2021), mandating employers of Health Care and Home Care workers who work in or routinely visit high-risk or residential care settings to document their fully vaccinated status; for those with approved medical or religious exemptions, document weekly or twice weekly regular testing for COVID-19.

On October 7, 2021, the City of Los Angeles, adopted an ordinance (SafePassLA) to require proof of a full COVID-19 vaccination to enter the indoor portions of food establishments, gyms, entertainment and recreational locations, personal care establishments, and outdoor events within the City, as well as certain City facilities. SafePassLA launched on November 8, 2021 and enforcement will begin November 29, 2021. Please note: SafePassLA DOES NOT include the City of San Fernando.

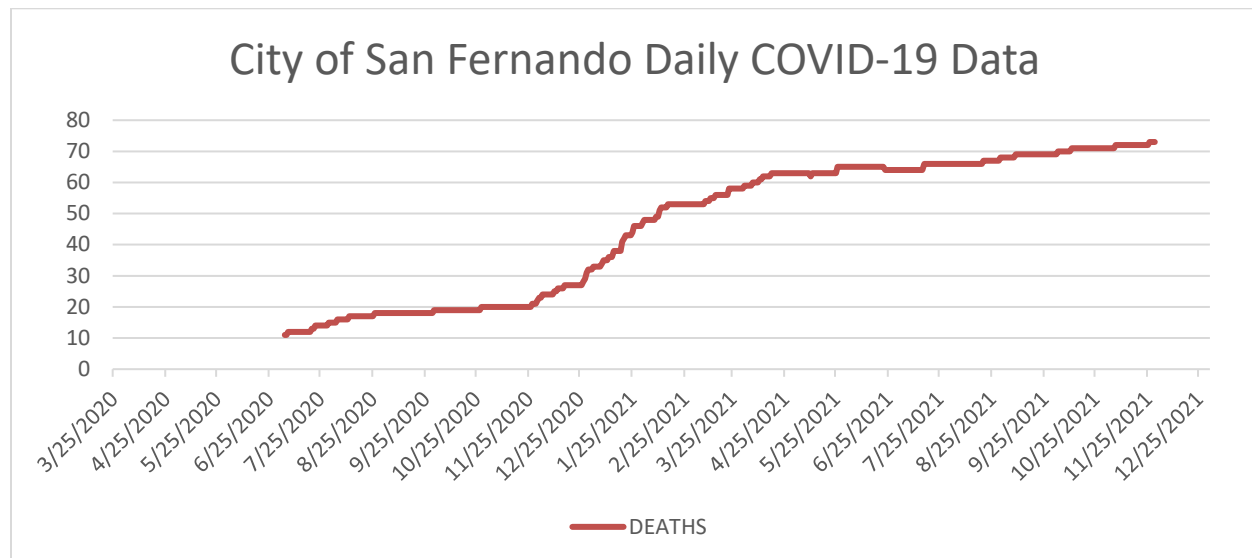
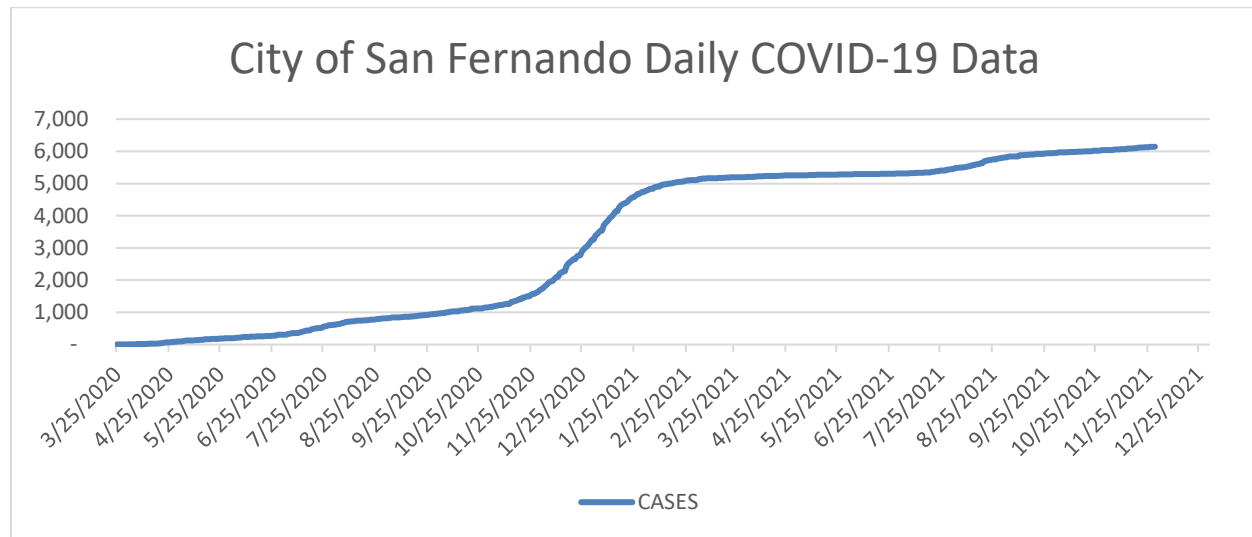
Please visit the City's website for current Health Orders issued by the LACDPH: SFCITY.ORG/Coronavirus/#Health-Officer-Order.

Daily COVID-19 Cases and Deaths in the City of San Fernando.

As of November 29, 2021, the City of San Fernando has experienced a total of 6,144 cases of COVID-19 and a total of 73 residents have lost their lives to the pandemic.

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**Masking Guidance.**

Effective July 22, 2021, there are places where everyone two years of age and older must continue to wear a mask, regardless of their vaccination status. Note that in the workplace, workers have to follow Cal/OSHA mask requirements.

Fully vaccinated individuals are not required to wear a mask, except in places where EVERYONE is required to wear a mask. Businesses can ask for proof of vaccination and deny entry to anyone that does not provide it. A digital COVID-19 vaccination card that can be stored on a mobile phone is available at <https://myvaccinerecord.cdph.ca.gov/>.

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EVERYONE, regardless of vaccination status, must wear a mask:

- In all indoor public settings, venues, gatherings, and public and private businesses in Los Angeles County.
- On planes, trains, buses, ferries, taxis and ride-shares, and all other forms of public transport.
- In transportation hubs like airports, bus terminals, train stations, marinas, seaports or other ports, subway stations, or any other area that provides transportation.
- Healthcare settings (including long-term care facilities).
- State and local correctional facilities and detention centers.
- Shelters and cooling centers.
- Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.)
- At outdoor Mega Events (events with over 10,000 attendees like concerts, sports games, and parades).
- In any outdoor location where it is the policy of the business or venue.

Please visit the City's website for additional masking guidance issued by the LACDPH: SFCITY.ORG/Coronavirus/#Face-Masks

Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, if requested.

COVID-19 Vaccine Distribution.

Los Angeles County residents in have multiple options to register for an appointment to receive the COVID-19 vaccine:

- California Department of Public Health Online portal: MyTurn.ca.gov
- LACDPH Online portal: VaccinateLACounty.com
- Los Angeles Fire Department Online portal: CarbonHealth.com/COVID-19-Vaccines
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

Since May 13, 2021, all California residents age 12 and older have been eligible to be vaccinated. On November 3, 2021, children ages five and older became eligible to receive the Pfizer vaccination.

On August 14, 2021 and October 21, 2021, a third (booster) dose of the Pfizer, Moderna and Johnson & Johnson vaccines, respectively, became available to residents with the following recommendations:

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Primary, Additional and Booster Doses for FDA Approved/Authorized COVID-19 Vaccines¹

	Pfizer ² /Comirnaty	Moderna ³	Johnson & Johnson (J&J)
Eligible age	Everyone 5 and older ¹	Everyone 18 and older	Everyone 18 and older
Primary Series	Two doses 21 days apart	Two doses 28 days apart	One dose
Additional (3rd) Dose ^{3, 4}	Who: Strongly recommended if you are age 12 or older and have a moderately or severely weakened immune system . When: At least 28 days after your second dose		Not recommended. See Booster Dose below.
Booster Dose ^{3,5} <i>A booster dose may be any COVID-19 vaccine (J&J, Pfizer, or Moderna)</i>	Who: Strongly Recommended for everyone age 18 and older. Very important if you are: <ul style="list-style-type: none"> • Age 65 and older • Age 18 and older and have an underlying medical condition or have risk of exposure at work or in the community. 		Who: Strongly recommended for everyone who got J&J for their primary series. This includes if you have a moderately or severely weakened immune system .
	When: At least 6 months after your second dose ⁶ .		When: At least 2 months after your J&J dose.

- ¹ If you received a WHO-listed vaccine or a vaccine as part of a COVID-19 vaccine clinical trial, see table on the next page for additional dose and booster dose information.
- ² The Pfizer vaccine for children 5-11 years of age has the same active ingredients as the adult vaccine but is a smaller dose (1/3rd the dose that teens and adults receive).
- ³ Moderna doses vary. The primary series and the additional (3rd) dose are a full dose. The booster dose is a half dose.
- ⁴ Additional dose - The CDC recommends that [moderately to severely immunocompromised people](#) who received an mRNA vaccine (Pfizer or Moderna) as their primary series receive an additional (3rd) dose. The additional dose should be the same COVID-19 vaccine as their primary series. Talk to your doctor about the need to get an additional dose of COVID-19 vaccine and ask about the best timing based on your current treatment plan. *Note:* if you are immunocompromised and received the J&J vaccine for your primary series, you should get a booster dose.
- ⁵ Booster doses. You may choose which vaccine you receive as a booster dose. It can be a booster dose of Pfizer, Moderna, or J&J COVID-19 vaccine. Talk to your doctor if you have questions about the risks and benefits of a booster or about which vaccine to get as a booster.
- ⁶ If you are immunocompromised, this will be 6 months after your additional (3rd) dose.

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**Additional and Booster Doses for Fully Vaccinated¹ Persons
Who Received a Non-FDA Authorized/Approved Vaccine for Their Primary Series**

	WHO-listed COVID-19 vaccine ²	Active vaccine from a COVID-19 clinical trial ³
Additional (3rd) Dose ⁴	Who: Strongly recommended if you are age 12 or older and have a moderately or severely weakened immune system .	
	When: At least 28 days after your second dose	
Booster Dose ⁴	Who: Strongly Recommended for everyone age 18 and older. Very important if you are: <ul style="list-style-type: none"> • Age 65 and older • Age 18 and older and have an underlying medical condition or have risk of exposure at work or in the community. 	
	When: At least 6 months after your second dose ⁵ .	

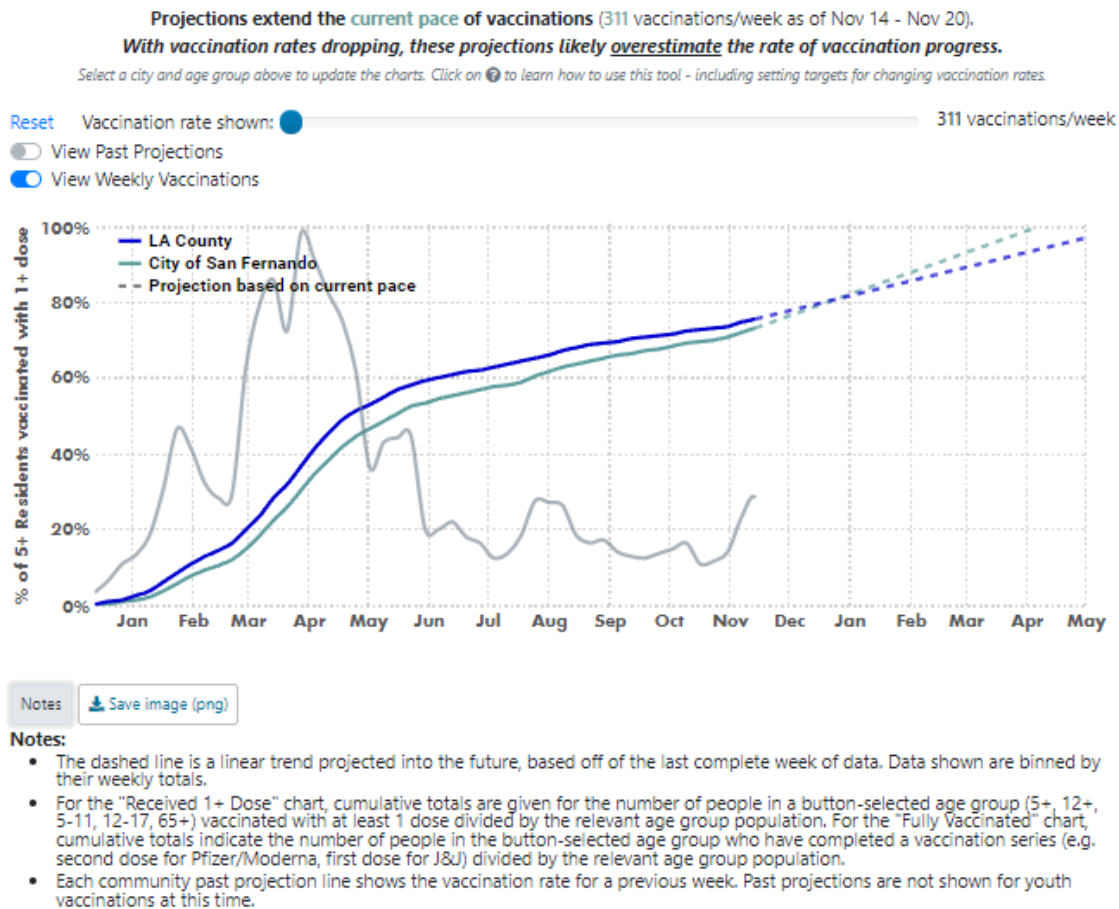
- 1 You are considered fully vaccinated** two weeks after receiving your final dose of the vaccine series. See [When You've Been Fully Vaccinated](#) webpage for more details.
- 2 This also includes if you completed a mix and match series.** A mix and match series is a combination of FDA-approved, FDA-authorized, or WHO-listed COVID-19 vaccines. Current non-FDA approved/authorized [WHO-listed vaccines](#) are AstraZeneca-Oxford (e.g., Covishield, Vaxzevria), Sinopharm, Sinovac, and Covaxin. See the [When Am I Fully Vaccinated?](#) section on the *When You've Been Fully Vaccinated webpage* to learn more.
- 3 If you took part in the AstraZeneca or Novavax clinical vaccine trial** and you received the "active" COVID-19 vaccine (not placebo).
- 4 The Pfizer COVID-19 vaccine is the only vaccine authorized** as an additional dose or booster for people who did not receive an FDA authorized/approved COVID-19 vaccine series.
- 5 If you are immunocompromised**, this will be 6 months after your additional (3rd) dose.

This information is also available on the City's website: SFCITY.ORG/Coronavirus/#COVID-19-Vaccine.

Per data provided by LACDPH as of November 25, 2021: 17,462 (73.9%) of San Fernando residents over the age of five and 2,531 (98.3%) of San Fernando residents over the age of 65 have received at least one dose of the COVID-19 Vaccine. The chart below (solid gray line) shows the uptick in vaccinations in July and August 2021 while a digital ad campaign was being run. Although there were undoubtedly other factors that contributed to the increase in vaccinations, it is reasonable to assume that the digital ad campaign assisted those interested in getting the vaccination with easy access to registration sites.

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San Fernando Recreation Park Vaccination and Testing SuperSite.

In November 2020, the City partnered with the City of Los Angeles Fire Department and the non-profit organization Community Organized Relief Effort (CORE), to offer walk-up testing at San Fernando Recreation Park. On December 30, 2020, COVID-19 vaccinations were added to the services provided at the San Fernando Recreation Park site.

On July 31, 2021, the vaccination and testing SuperSite operated by the Los Angeles Fire Department and CORE closed and vacated San Fernando Recreation Park.

While the San Fernando Recreation Park SuperSite was open, there were 159,888 tests and 111,832 vaccinations administered at the site. Of that total, 9,159 tests and 4,544 vaccinations were administered to individuals in the 91340 zip code. Below, please find additional statistics:

	Tests	Vaccinations
Start Date	November 24, 2020	December 30, 2020
Total	159,888	111,832
Administered on the First Day	2,087	352
High in a Single Day	3,751	2,310

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	Tests	Vaccinations
Approximate Number of Days	196	162
Average Per Day	815	690
Total 91340 Individuals	9,159	4,544

As a result of the SuperSite closing, Recreation and Community Services staff collaborated with CORE staff to bring back a smaller-scale mobile unit. Although the new pilot program is significantly scaled down, there is more flexibility to change days and hours of service as needed, and there will also be a much smaller impact on the surrounding neighborhood and park services. An additional service that CORE is providing to the community at this mobile site is information related to eligibility for public assistance programs and health screenings (i.e., CalFresh/SNAP, WIC, Medi-Cal, LIHEAP, and General Relief).

Upcoming Vaccination Opportunities and Testing Site.

The City has been working with many community and healthcare partners to provide opportunities for eligible San Fernando residents to receive the vaccine and testing. Residents may register online (SFCITY.ORG/CORONAVIRUS/#COVID-19-Vaccine) to receive vaccine specific updates.

The following vaccination opportunities are available in the City of San Fernando in November 2021:

- San Fernando Recreation Park (208 Park Ave., San Fernando): Currently, new smaller-scale pilot program is open from 8 am to 4 pm and no appointment is necessary. The daily schedule is as follows:
 - Testing – Monday through Saturday, 8 am to 4 pm
 - Vaccine (Pfizer), including Booster Dose for eligible residents – Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm
 - Public Assistance Program Information – Monday through Saturday, 8 am to 4 pm
 - Free Wellness Checks – Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm
- Vaughn International Studies Academy Vaccination Clinic for Seniors Age 65+ (11505 Herrick Ave., Pacoima): There will be a mobile vaccination clinic every Monday, Wednesday and Friday. Residents may call (818) 847-3860 to schedule an appointment.
- San Fernando Community Health Center and Northeast Valley Health Corporation: Both of these federally qualified health centers receive a limited supply of vaccine. Residents may contact the following vaccination hotlines for additional information:
 - San Fernando Community Health Center: Call (818) 963-5690.
 - Northeast Valley Health Corp: Call (818) 792-4949 to check availability.

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As usually happens during a crises, misinformation is circulating about vaccines and scammers are at work trying to cheat people out of their money. The DPH has developed COVID-19 Vaccine Frequently Asked Questions and Vaccine Misinformation sheets. Please visit the City's website for the current versions, as well as additional information: SFCITY.ORG/Coronavirus/#COVID-19-Vaccine.

Vaccine Third Dose and Booster Shots.

Per information provided by the LACDPH, the difference between third doses and booster doses is more than just a language issue. Third doses are meant to elicit an antibody response where there was an inadequate antibody response before, while booster doses are meant to increase antibody levels that have waned after a robust increase in the months after vaccination.

With emerging data indicating that certain populations will need more support to be protected, the CDC's Advisory Committee on Immunization Practices on August 13, 2021, recommended a third dose of mRNA vaccines for immunocompromised people, including transplant recipients, people with advanced or untreated HIV infection, people actively receiving cancer treatment, and people taking immunosuppressive medications. Third doses have been available to eligible individuals at vaccination sites across Los Angeles County since Saturday, August 14, 2021.

Additionally, following the CDC's announcement that booster doses of mRNA vaccines will be offered to all vaccinated people, LACDPH is continuing to work with staff and residents at skilled nursing facilities to prioritize these most vulnerable residents for booster doses so they are prepared to administer these as soon as the Food and Drug Administration gives their approval.

FDA Approves License for Pfizer-BioNTech COVID-19 Vaccine.

On August 25, 2021, the U.S. Food and Drug Administration (FDA) approved the license for the Pfizer-BioNTech COVID-19 vaccine for the prevention of COVID-19 disease in individuals 16 years of age and older. The Pfizer COVID-19 vaccine continues to be available under emergency use authorization (EUA) for those 12 through 15 years old and for a third dose in certain immunocompromised individuals. The licensing approval was made after another thorough evaluation of safety and effectiveness data by a panel of scientific and medical experts. FDA-approved vaccines undergo the agency's standard process for reviewing the quality, safety and effectiveness of medical products.

COVID-19 Relief Programs.

The City Council approved a number of COVID-19 Relief Programs and is working with staff to develop additional relief programs. Please visit the City's website: SFCITY.ORG/Coronavirus/#Business-Resources for more information on the City's COVID-19 Relief Programs.

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City Facilities Reopening.

Effective, April 19, 2021, City Hall reopened to the public with normal hours (i.e., Monday through Thursday, 7:30 am to 5:30 pm). City Hall will remain closed on Fridays and certain services will be by appointment only through the end of December 2021.

All visitors to City Hall and the San Fernando Police Department must wear a cloth face covering at all times, until further notice.

Limited outdoor recreation programming and service have resumed at most of the City parks with the condition that the County of Los Angeles Protocols for Organized Activities are implemented. Las Palmas Park and Recreation Park are currently offering limited indoor recreational programs and services. For more information regarding the programs and services being offered please visit the Recreation and Community Services webpage ([SFCITY.ORG/SFRecreation](https://www.sfcity.org/SFRecreation)) or call (818) 898-1290.

LiveSan services and the Court Commitment Program have both resumed at the Police Department. Customers are urged to contact the Police Department at (818) 898-1267 or Police@sfcity.org prior to visiting to check on availability of services.

BUDGET IMPACT:

American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law which provides fiscal stimulus funding paid directly to state and local governments. The City's total allocation is approximately \$5.8 million, which is being distributed in two equal installments of \$2.9 million in July 2021 and July 2022. City Council will be considering appropriation of these funds through separate City Council action items.

Prior 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. City Council appropriated these funds to reimburse the City for COVID-19 response costs in FY 2020-2021.

Additionally, the City received \$136,000 in special CDBG Coronavirus (CV) funds that were used to fund a residential food distribution program and small business PPE program.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Anthony Vairo, Police Chief

Date: December 6, 2021

Subject: Consideration to Authorize the Purchase of Body-Worn Camera Systems and Digital In-Vehicle Camera/Video Systems with Integrated Automated License Plate Reader Systems from Axon, Inc.

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding and authorize the purchase of Body-Worn Camera Systems (BWC) and Digital In-Vehicle Camera/Video (DIV) System, along with integrated Automated License Plate Readers (ALPR) from Axon Inc. (Attachment "A"); and
- b. Authorize the City Manager to execute a Purchase Order with Axon, Inc. in an amount not to exceed \$495,000.

BACKGROUND:

1. On August 14, 2020, the Police Department submitted a formal letter to the State of California (State) requesting a budget allocation to fund the City's Public Safety Radio System.
2. On June 28, 2021, Governor Newsom approved the Fiscal Year (FY) 2021-2022 State Budget, which included an allocation of \$2,000,000 for the Police Department's City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras.
3. On November 15, 2021, the City Council adopted Resolution No. 8104 accepting the State's allocated funds for the City in the amount of \$2,000,000 for the Police Department's City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras.

Consideration to Authorize the Purchase of Body-Worn Camera Systems and Digital In-Vehicle Camera/Video Systems with Integrated Automated License Plate Reader Systems from Axon Inc.

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ANALYSIS:

The Police Department has long desired the financial resources to implement advanced technology and acquire resources to enhance the Police Department's transparency and accountability. Video and evidence capturing systems provided by BWC and DIV systems are an essential tool for enhancing public safety, increasing community trust, and have become a key pillar of 21st Century Policing. These systems also assist in the prosecution of cases and have proven to reduce liability for government agencies.

The Police Department's current In-Vehicle camera system has been non-functioning for several years and required replacement, but unfortunately, the financial resources were not available. The cost for equipment was generally affordable, but the costs for data storage was prohibitive and outside the budget constraints for the City. The systems today provide for secure unlimited cloud-based storage substantially reducing system overall costs as compared to the past.

The allocated State funds enable the Police Department to fund the purchase of BWC and DIV systems, which will support the continued efforts to enhance transparency and Community-Based Policing.

The Police Department initiated the process of researching and evaluating fully integrated BWC and DIV systems in early 2021, including feedback from local law enforcement agencies and legal system partners. The Police Department evaluated three vendors, Axon, Inc., WatchGuard and LensLock. This evaluation included demonstration of equipment, a visit to the Glendale Police Department, consultation with the Los Angeles County District Attorney Digital Evidence Team, inclusion of City's Information Technology Specialists in discussions, and contact with local agencies to determine any challenges faced with the potential vendors.

The Police Department reviewed key features of each vendor's product, including the method for integration with existing RMS/CAD systems, ease of sharing digital evidence information with the District Attorney's office and key functionality of each system. A comprehensive comparison side by side of each product led the Department to conclude that Axon, Inc. best meets the needs of the City (Attachment "B"). The City is also able to piggyback on the purchase of Glendale Police Department for this procurement (Attachment "C").

Although costs were comparable, the features of Axon, Inc. along with their customer support and product reliability, are superior. According to a review with the Los Angeles County District Attorney's Office, Axon, Inc. Digital Evidence is the most reliable and provides access for their Deputy District Attorneys (DDA), allowing them to obtain key discovery evidence produced by the systems.

Axon, Inc. is currently the vendor of choice for several local agencies including the Los Angeles Police Department, Glendale Police Department, Los Angeles County Sheriff's Department, and Burbank Police Department. Axon, Inc. provides a fully integrated BWC and DIV systems, which

Consideration to Authorize the Purchase of Body-Worn Camera Systems and Digital In-Vehicle Camera/Video Systems with Integrated Automated License Plate Reader Systems from Axon Inc.

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allows capture of critical incidents, based on system settings, to automatically activate under certain circumstances without officer actions that could jeopardize their safety or the safety of the public. Axon, Inc. is also the only vendor that provides a Bluetooth upgrade to the Police Department's existing Taser equipment to result in automatic BWC and DIV activation when Tasers are activated.

Axon, Inc. will provide 51 body worn cameras with docking stations for download of video evidence. The DIV systems will include front and rear cameras for 11 patrol vehicles and include ALPR technology for all 11 vehicles increasing the ability to locate stolen vehicles parked or operating within the City. The proposal provides for upgrade of the BWCs at 30 months and five years at no additional cost, and DIVs will be upgraded (once) at the fifth year. Unlimited storage, extended "no ask" warranty, staff licensing, free District Attorney Access digital evidence, in vehicle installation, training, and the ability to live stream critical incidents from the field to the station are all features of the Axon, Inc. system.

The proposed purchase of BWC and DIV systems, along with ALPR system is being purchased by cooperative procurement through a competitively bid contract between the Glendale Police Department and Axon, Inc. (Attachment "C"). Purchasing the BWC and DIV systems, along with the ALPR system in this manner is in accordance with the City' Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the BWC and DIV systems, along with the ALPRs is offered by the vendor at the same terms, conditions and price (or better) as described in the contract with the Glendale Police Department.

BUDGET IMPACT:

The Police Department received funds from the State of California for a City-Wide Radio System, Body Cameras and In-Vehicle Cameras in the amount of \$2,000,000. There are sufficient grant funds appropriated to cover the full cost to purchase and install the BWC and DIV systems, along with the ALPR system in Fund 010-225-3698-4500.

CONCLUSION:

Staff recommends that the City Council waive formal bid requirements and authorize the purchase of the BWC and DIV systems, along with ALPR system and authorize the City Manager to execute a purchase order in the amount not to exceed \$495,000, using Glendale Police Department Purchasing Cooperative contract.

ATTACHMENTS:

- A. Axon, Inc. Proposal
- B. Comprehensive Comparison
- C. Glendale Police Department Contract



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-334058-44523.992TR

Issued: 11/23/2021



Quote Expiration: 10/14/2021

EST Contract Start Date: 12/01/2021

Account Number: 116466

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-910 1st St 910 1st St San Fernando, CA 91340-2928 USA	San Fernando Police Dept. - CA 910 1st St San Fernando, CA 91340-2928 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Phone: (818) 898-1267 Email: irosenberg@sfcity.org Fax: (818) 361-3697

Program Length	60 Months
TOTAL COST	\$423,796.42
ESTIMATED TOTAL W/ TAX	\$442,318.33

Bundle Savings	\$68,046.09
Additional Savings	\$46,971.67
TOTAL SAVINGS	\$115,017.76

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Nov, 2021	\$3,704.38	\$88,463.66
Year 2	Nov, 2022	\$3,704.38	\$88,463.66
Year 3	Nov, 2023	\$3,704.38	\$88,463.66
Year 4	Nov, 2024	\$3,704.38	\$88,463.66
Year 5	Nov, 2025	\$3,704.38	\$88,463.66

Quote Details

Bundle Summary		
Item	Description	QTY
AB3C	AB3 Camera Bundle	50
BWCamTAP	Body Worn Camera TAP Bundle	50
AB3MBD	AB3 Multi Bay Dock Bundle	6
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6
BasicLicense	Basic License Bundle	50
ProLicense	Pro License Bundle	5
DynamicBundle	Dynamic Bundle	1
Fleet3A	Fleet 3 Advanced	11
AB31BD	AB3 1-Bay Dock Bundle	3
BWCamSBdTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3

Bundle: AB3 Camera Bundle Quantity: 50 Start: 12/1/2021 End: 11/30/2026 Total: 19397.25 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	50	\$699.00	44.50%	\$1,988.23	\$387.95	\$19,397.25
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	55	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	55	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera TAP Bundle Quantity: 50 Start: 12/1/2021 End: 11/30/2026 Total: 83974.33 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	50	\$11.67	26.64%	\$2,632.49	\$8.56	\$25,683.03
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	51	\$755.00	26.64%	\$2,895.30	\$553.86	\$28,246.93
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	51	\$790.00	26.64%	\$3,029.51	\$579.54	\$29,556.39
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	30.31%	\$50.02	\$8.13	\$487.98

Bundle: AB3 Multi Bay Dock Bundle Quantity: 6 Start: 12/1/2021 End: 11/30/2026 Total: 239.69 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	6	\$1,495.00	100.00%	\$0.00	\$0.00	\$0.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	6	\$43.90	9.00%	\$24.58	\$39.95	\$239.69

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 6 Start: 12/1/2021 End: 11/30/2026 Total: 10089 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	\$21.00	63.09%	\$286.05	\$7.75	\$2,790.81
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	6	\$1,610.00	63.09%	\$365.53	\$594.34	\$3,566.04
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	6	\$1,685.00	63.09%	\$382.54	\$622.03	\$3,732.15

Bundle: Basic License Bundle Quantity: 50 Start: 12/1/2021 End: 11/30/2026 Total: 42750 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	50	\$15.00	5.00%	\$0.00	\$14.25	\$42,750.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	50	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Pro License Bundle Quantity: 5 Start: 12/1/2021 End: 11/30/2026 Total: 11115 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5	\$39.00	7.84%	\$0.00	\$35.94	\$10,783.21
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	\$0.40	7.84%	\$0.00	\$0.37	\$331.79

Bundle: Dynamic Bundle Quantity: 1 Start: 12/1/2021 End: 11/30/2026 Total: 122550 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	85144	AXON STARTER	1	\$2,750.00	100.00%	\$0.00	\$0.00	\$0.00

Other	73680	RESPOND DEVICE PLUS LICENSE	50	\$19.00	5.00%	\$0.00	\$18.05	\$54,150.00
Other	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	50	\$24.00	5.00%	\$0.00	\$22.80	\$68,400.00
Other	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	55	\$31.30	100.00%	\$0.00	\$0.00	\$0.00
Other	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	21	\$109.20	100.00%	\$0.00	\$0.00	\$0.00

Bundle: Fleet 3 Advanced Quantity: 11 Start: 12/1/2021 End: 11/30/2026 Total: 131842.15 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	22	\$17.00	16.21%	\$0.00	\$14.24	\$18,801.92
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	11	\$20.00	16.21%	\$0.00	\$16.76	\$11,059.95
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	11	\$49.00	11.80%	\$0.00	\$43.22	\$28,523.03
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	11	\$15.00	16.21%	\$0.00	\$12.57	\$8,294.96
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	11	\$2,405.00	16.21%	\$2,272.00	\$2,015.09	\$22,165.99
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	11	\$1,200.00	16.21%	\$1,133.65	\$1,005.45	\$11,059.95
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	11	\$2,710.00	16.21%	\$2,560.16	\$2,270.64	\$24,977.06
Axon Signal Unit	70112	AXON SIGNAL UNIT	11	\$279.00	16.21%	\$263.59	\$233.77	\$2,571.44
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	11	\$25.00	16.21%	\$23.62	\$20.95	\$230.42
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	11	\$8.96	16.21%	\$372.44	\$7.51	\$3,633.56
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	11	\$1.16	16.21%	\$53.70	\$0.97	\$523.87

Bundle: AB3 1-Bay Dock Bundle Quantity: 3 Start: 12/1/2021 End: 11/30/2026 Total: 300 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	3	\$200.00	50.00%	\$30.75	\$100.00	\$300.00
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	3	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera Single-Bay Dock TAP Bundle Quantity: 3 Start: 12/1/2021 End: 11/30/2026 Total: 1539 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	\$5.50	58.63%	\$41.98	\$2.28	\$409.57

Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	\$445.00	58.63%	\$56.60	\$184.10	\$552.30
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	3	\$465.00	58.63%	\$59.17	\$192.38	\$577.13

INDIVIDUAL ITEMS

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Total:								0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/23/2021

COMPREHENSIVE COMPARISON			
	Axon	Lenslock	Watchguard
BODY-WORN CAMERA (BWC)			
Unlimited data	X	X	X
Cloud storage	X	X	X
Cloud provider	Axon/Evidence.com/Microsoft Azure.gov	Microsoft Azure	Evidence Library.com/Microsoft Azure.Gov
Five year unlimited no fault warranty	X	X	X
BWC Upgrade	30/60 months	30 months	36 months
Integrated system	X	X	X
Recording	30 sec to 120 secs, audio optional, default is 30 secs, no audio)	30 secs, recoverable for 30 secs, audio optional	15 seconds/10 minutes/always passive up to 40 hours (Incident recovery)
Free DA access	X	X	X
RMS integration	X	X	X
Redaction tool	X	X	X
Taser integration	X	x	No
Side arm integration available	X	x	No
IN-VEHICLE CAMERA (IVC)			
BWC Integrated	X	X	X
Auto Activate with BWC	X	X	X
Secondary officer activation	X	no	X
Buffer Recording	30-120 secs (audio optional), passive available up to 24 hour	30 sec	15 secs.-10 mins. (no audio) Record after the fact (RATF) available up to 80-90 hours after
Emergency Light activation	X	X	X
Siren activation	X	X	X
Weapon system activation	X	X	X
Doors	X	X	X
Speed activation	X	X	
Collision activation	X	X	X
Number of activation limitations	None, unlimited	None, unlimited	Yes, 7
In car replacement	60 months	42 months	"As needed", not specified
ALPR	X, included		
No fault Warranty	X	X	X
Live feed available	X, Respond Plus included in quote (live feed)	not available, release est. Q1 2022, additional cost cellular plan for all of devices	Not available, possibly this summer
Installation included	included no charge	no, \$995 each	No, \$500-600 per unit
Cameras/Resolution	1 front, 1 rear, 1080p	2, 1 front, 1 rear, 1080p	2 front (panoramic) 1 rear, 720p



**CITY OF GLENDALE, CALIFORNIA
REPORT TO THE:**

Joint ☐ City Council ☒ Housing Authority ☐ Successor Agency ☐ Oversight Board ☐

April 30, 2019

AGENDA ITEM

Report: Police Department In-Car Video System Replacement

- 1) Resolution to dispense with competitive bidding and authorizing the Purchasing Administrator to negotiate and enter into agreements with Axon Corporation for purchase of various camera equipment and related software, maintenance, parts and offsite services for a period of five (5) years in an amount not to exceed \$1,700,000.

COUNCIL ACTION

Public Hearing ☐ Ordinance ☐ Consent Calendar ☐ Action Item ☒ Report Only ☐

Approved for April 30, 2019 calendar

ADMINISTRATIVE ACTION

Submitted by:

Carl Povilaitis, Chief of Police

Jason Bradford, Chief Information Officer

Prepared by:

Sean Riley, Lieutenant

Sheryl Davis-Moore, Civilian Division Commander

Hagop Hovsepien, Deputy Chief Information Officer

Approved by:

Yasmin K. Beers, City Manager

Reviewed by:

Roubik Golanian, Assistant City Manager

Michael J. Garcia, City Attorney

Michele Flynn, Assistant Director of Finance

Signature

Handwritten signature of Carl Povilaitis in black ink.

Handwritten signature of Jason Bradford in blue ink.

Handwritten signature of Sean Riley in black ink.

Handwritten signature of Sheryl Davis-Moore in black ink.

Handwritten signature of Hagop Hovsepien in black ink.

Handwritten signature of Yasmin K. Beers in black ink.

Handwritten signature of Roubik Golanian in blue ink.

Handwritten signature of Michael J. Garcia in blue ink.

Handwritten signature of Michele Flynn in black ink.

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RECOMMENDATION

It is respectfully recommended that the City Council approve a Resolution to dispense with competitive bidding and authorize the Purchasing Administrator to negotiate and enter into agreements with Axon Corporation for purchase of various camera equipment and related software, maintenance, parts and offsite services for a period of five (5) years in an amount not to exceed \$1,700,000.

BACKGROUND/ANALYSIS

Video and audio evidence capturing systems are an essential tool in providing public safety and collecting video evidence to assist with prosecution and to limit the liability of the City of Glendale. Currently, the Police Department uses a combination of in-car (Dash-Cam) video/audio and digital audio recorders carried on each officer's belt to memorialize official contacts between officers and members of the community, and this combination of equipment has satisfactorily met the needs of the department.

The in-car video system originally purchased by the department was a combination of Mobile Digital Computer (MDC) and in-car video system. This technology has been in use by the Department for the past 11 years. It has reached its "end of life," has become unreliable, and is no longer supported by the manufacturer. During the past decade, technology has changed significantly and an all in one solution is no longer the most effective way to meet the needs of our officers. Current MDC technology now supports different video vendors. The Department is now looking to replace the video technology with a system that not only meets today's needs but allows for future growth and upgrades.

In May 2018, the Police Department began the process of evaluating potential replacement camera systems. The department evaluated four (4) of the leading vendors in the in-car video and Body Worn Camera (BWC) market. After an initial assessment, three (3) vendors were invited to participate in a more extensive evaluation of their product, including field testing of the equipment by Glendale Police Officers. The companies selected for field testing were: WatchGuard, Axon, and Utility.

The Department reviewed each vendor's product for key features including the ability to share information with the District Attorney electronically, customer support, an Active Directory log in (a single log into the MDC also logs the officer onto the video system), and the ability to electronically share video information with allied law enforcement agencies using similar software. This information is summarized in the table below:

	Digital Evidence Sharing with District Attorney	Customer Service	Active Directory Log In	Partner Agency Information Sharing
Axon	X	X	X	X
WatchGuard		X		X
Utility		X		X

The Department conducted an extensive two month field test of each vendor's equipment and examined the following categories in greater depth in which multiple officers were able to use, evaluate, and provide feedback on the equipment. These areas evaluated during the process included:

- Digital Evidence- Workflow, Storage and Security

- Product Reliability and Customer Service
- Active Directory-Ease of Use and Vehicle Ergonomics
- Evidence Discovery and Partner Agency Sharing
- Ability to Leverage Future Technology

The rating for the each vendor is summarized in the table below:

	Digital Evidence-Workflow, Storage & Security	Product Reliability and Customer Service	Active Directory-Ease of Use & Vehicle Ergonomics	Evidence Discovery & Partner Agency Sharing	Ability to Leverage Future Technology	Total Score
Axon	5	5	5	4	5	24
WatchGuard	4	3	2	2	3	14
Utility	2	1	1	1	2	7

Cost was also evaluated for each vendor. The industry standard for managing video evidence has changed over the year from departments maintaining data on their own servers to a cloud based storage system and a subscription payment plan to maintain both the equipment and data storage. While the City still maintains ownership and control of the data and equipment, this model ensures that the equipment is functional, up to date, and adequate data storage space is also available.

Currently, the model of combining in-car cameras with a separate audio meets the department's needs; however, Staff believes it is important to plan for an eventual transition to a combination of in-car cameras and body worn cameras. While body worn cameras are becoming more common, they are not a panacea, and there are number of factors that must be addressed before considering the addition of body worn cameras to this program. These factors include appropriate policies, additional staffing to manage the additional video data that is stored and must be produced for discovery, integration of the system into a new Computer Aided Dispatch/Records Management System (the Police Department is currently evaluating responses to an RFP for this system), and having a system in place to redact video data from critical incidents that the Department will be required to release under state law. It will take time to address these issues, but Staff believes it would be good policy to be prepared for such a transition.

Vendors provided negotiated pricing for a five year term for both in-car camera video and for a combination in-car body worn camera option and those costs are summarized below:

Replace In-Car-Video

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Axon	\$366,420	\$120,930	\$120,930	\$120,930	\$120,930	\$855,140
WatchGuard	\$429,187	\$53,662	\$66,412	\$68,850	\$77,287	\$695,398
Utility	\$453,240	\$75,540	\$75,540	\$75,540	\$75,540	\$755,400

Replace In-Car-Video and add Body Worn Cameras

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Axon	\$484,952	\$303,762	\$303,762	\$303,762	\$303,762	\$1,700,000
WatchGuard	\$890,127	\$297,787	\$304,537	\$180,225	\$239,287	\$1,911,963
Utility	\$877,500	\$146,250	\$146,250	\$146,250	\$146,250	\$1,462,500

Note: A hardware refresh anytime during the five year term is included in all three vendors.
Sales tax not included.

When considering both performance and cost, it is Staff's recommendation that Axon be selected as the vendor for in-car video and possible expansion to a combination in-car video and Body Worn Camera (BWC) program. Axon provides a comprehensive solution that integrates all video evidence and will also integrate the information (including video) from our existing TASER Electrical Discharge weapons. The software also will accept video from members of the community via a secure link so the video recorded by witnesses can be conveniently uploaded and stored in the same video evidence system. The ability to combine these storage technologies reduces the number of work hours needed to provide discovery, provide evidence to police officers and investigators, and fulfill public records requests. In addition, Axon's "Evidence.com" storage system is the system from which the Los Angeles County District Attorney's office will accept electronically transmitted video evidence, which also reduces work hours in providing video evidence in criminal cases. Over 330 Deputy District Attorneys are trained in the use of Axon's evidence software and are satisfied with its performance. There are no plans to train Deputy District Attorneys on any other evidence sharing system, and the use of another vendor will likely require that video evidence be provided in a "hard copy" format.

Additional feedback from the evaluation process included:

- Officers are automatically logged into the system when logging onto the Mobile Digital Computer in the car
- No additional in-car computer hardware is required; the software will run efficiently off our existing Mobile Digital Computer System
- Flexibility in mounting the in-car audio mic than other vendors
- Software and hardware combination was the easiest to use based on feedback from Officers, Detectives, and Discovery Unit personnel
- The ability to easily share evidence with LA District Attorney's office and other agencies using Axon including LAPD, LASD and Pasadena P.D.
- Axon allows for the ability to combine evidence storage, stream line discovery, and reduce work processes

While no system is perfect, checks with agencies using the Axon product were satisfactory, and the batteries in Axon products are reported to last an entire 12 hour shift. Those agencies that used two different vendors, one for in-car video and another for Body Worn Cameras, strongly recommended the use of a single system for both products.

Staff also checked with agencies using the WatchGuard and Utility Systems. WatchGuard received mixed reviews. One similarly sized agency reported significant hardware failure and an inability to update the software without the help of company engineers. They also reported

missing videos which were never recovered and issues with choppy video which was not resolved. Body worn camera batteries did not last an entire shift and the lack of an active directory log in system occasionally mis-identified which officer was utilizing the camera system causing confusion and additional work to provide discovery or locate the correct videos. Another agency who had WatchGuard in-car video and Axon body worn cameras reported they were happy with the in-car video, but had plans to move everything to Axon in the future as they were very pleased with their BWCs.

Feedback on the Utility system also caused some concerns. These included software difficulty, challenging hardware placement in vehicles, and long connection times. There were also logistical concerns with tailoring every uniform to accept the body worn camera. Battery life of the body worn cameras only lasted an average of 3 to 4 hours (our officers work a 12 hour shift). One agency reported that these limitations resulted in no recordings on two officer involved shootings.

Based on the overall rankings, cost, and functionality, Staff respectfully recommends that Council Authorize the Purchasing Administrator to negotiate and execute a five year agreement with Axon Corporation to provide various camera equipment and related software, maintenance, parts and offsite services in an amount not to exceed \$1,700,000; and, at the City's option, the ability to transition to a combination in-car video and body worn camera system within the same duration of the agreement.

FISCAL IMPACT

There is \$1,150,000 budgeted in account 52213 for the replacement of in-car camera systems. The initial funding for the replacement of the in-car video system is appropriated from this account. Any additional costs associated with transitioning to combination in-car and body worn camera system, will be appropriated through the annual budget process.

Account: (52213-CAPITAL-0000) 51000-6040-ISD-0020-P0000-T0000-F0000-0000-0000
\$1,150,000

Account: (52212-CNTRCTSVCS-0000) 43110-6040-ISD-0020-P0000-T0000-F0000-0000-0000
\$300,000

ALTERNATIVES

Alternative 1: The City Council may authorize the Purchasing Administrator to negotiate and execute an agreement between the City of Glendale and Axon Corporation to provide various camera equipment and related software, maintenance, parts and offsite services for a period of five (5) years in an amount not to exceed \$1,700,000; and, at the City's option, the ability to transition to a combination in-car video and body worn camera system within the same duration of the agreement.

Alternative 2: The City Council may authorize the Purchasing Administrator to negotiate and execute a five year agreement between the City of Glendale and Axon Corporation to provide various camera equipment and related software, maintenance, parts and offsite services.

Alternative 3: The City Council may consider any other alternative not proposed by staff.

CAMPAIGN DISCLOSURE

In accordance with the City Campaign Finance Ordinance No. 5744, the following are the names and business addresses of the members of the board of directors, the chairperson, CEO, COO, CFO, Subcontractors and any person or entity with more than 10% interest in the company proposed for contract in this Agenda Item Report:

Officers of Axon:

Full Name	Title	Business Address	City	State	Zip
Michael Garnreiter	Chairperson	17800 N 85th St	Scottsdale	Arizona	85255
Patrick Smith	CEO/President	17800 N 85th St	Scottsdale	Arizona	85255
Luke Larson	President	17800 N 85th St	Scottsdale	Arizona	85255
Jwad Ashan	Chief Financial Officer	17800 N 85th St	Scottsdale	Arizona	85255
Dr. Matthew R. McBrady	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255
Dr. Richard Carmona	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255
Mark Kroll, Ph. D	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255
Hadi Partovi	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255
Bret Taylor	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255
Patrick Smith	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255
Julie Cullivan	Board of Directors	17800 N 85th St	Scottsdale	Arizona	85255

Ownership Interest in more than 10% in Axon:

Full Name	Title	Business Address	City	State	Zip
Blackhawk, Inc		55 East 2nd St	New York	NY	10022
The Vanguard Group, Inc.		100 Vanguard Boulevard	Malvern	PA	19355
Abdiel Capital Advisors, LP		410 Park Ave Suite 930	New York	NY	10022

EXHIBITS

Exhibit 1: None

Adopted
04/30/19
Sinanyan/Agajanian
All Ayes

RESOLUTION NO. 19-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA, DISPENSING WITH COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASING ADMINISTRATOR TO NEGOTIATE AND ENTER INTO AGREEMENTS WITH AXON CORPORATION FOR THE PURCHASE OF VARIOUS CAMERA EQUIPMENT, RELATED SOFTWARE, MAINTENANCE, PARTS, AND OFFSITE SERVICES FOR A PERIOD OF FIVE (5) YEARS

WHEREAS, video and audio evidence capturing systems are essential tools in providing public safety and in collecting video evidence to assist with prosecutions, as well as to limit the City's liability; and

WHEREAS, the original in-car video system purchased by the Police Department is a combination Mobile Digital Computer and in-car video system that has been in use for the past 11 years; and

WHEREAS, the Police Department's current in-car video system is no longer reliable and is no longer supported by the manufacturer; and

WHEREAS, over the past decade, technology has changed significantly and an all in one solution is no longer the most effective way to meet the needs of the Police Department; and

WHEREAS, as explained in the report to the City Council submitted by the Chief of Police and the Chief Information Officer and dated April 16, 2019, in May 2018, Police Department staff began the process of evaluating potential replacement camera systems; and

WHEREAS, Police Department staff evaluated four leading vendors in the in-car video and body worn camera market; and

WHEREAS, after an initial assessment of the four vendors, three were invited to participate in a more extensive evaluation of their products, including field testing of the equipment, cost, and functionality; and

WHEREAS, during the evaluation process, the vendors' products were reviewed for key features including the ability to share information electronically with the Los Angeles County District Attorney's Office, customer support, an Active Directory log in system, and the ability to share video information electronically with allied law enforcement agencies using similar software; and

WHEREAS, Police Department staff conducted an extensive two month field test of each vendor's equipment and examined the following: 1) Digital Evidence – Workflow, Storage and Security; 2) Product Reliability and Customer Service; 3) Active Directory – Ease of Use and Vehicle Ergonomics; 4) Evidence Discovery and Partner Agency Sharing; and 5) Ability to Leverage Future Technology; and

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WHEREAS, cost was also evaluated as the industry standard for managing video evidence has changed from departments maintaining data on their own servers to a cloud based storage system and a subscription payment plan to maintain both the equipment and data storage; and

WHEREAS, Police Department staff believes it is important to plan for an eventual transition to a combination of in-car cameras and body worn cameras; and

WHEREAS, vendors provided pricing for a five year term for both in-car camera video and for a combination in-car body worn camera option; and

WHEREAS, Axon Corporation provides a comprehensive solution that integrates video evidence and information, including video from the Police Department's existing TASER Electrical Discharge weapons as well, as video from members of the community via a secure link; and

WHEREAS, the ability to combine these storage technologies reduces the number of work hours needed to provide discovery, provide evidence to police officers and investigators, and fulfill public records requests; and

WHEREAS, Axon Corporation's "Evidence.com" storage system is the system from which the Los Angeles County District Attorney's Office will accept electronically transmitted video evidence and use of another vendor will likely require that video evidence be provided in a "hard copy" format ; and

WHEREAS, based on the evaluation conducted of the three vendors, as more fully described in the report to City Council by the Chief of Police and the Chief Information Officer, dated April 16, 2019, staff recommends that Axon Corporation be selected as the vendor for in-car video and possible expansion to a combination in-car video and body worn camera program; and

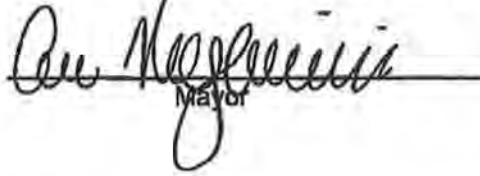
WHEREAS, Article VI, Section 9 of the City of Glendale Charter provides an exemption to competitive bidding where the City Council determines it is in the best interests of the City to dispense with competitive bidding; and

WHEREAS, the City Council finds that it is in the best interests of the City of Glendale to dispense with competitive bidding for the Police Department in-car video system replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA:

1. That the foregoing facts are deemed to be true and correct and a basis for dispensing with competitive bidding; and
2. That the Purchasing Administrator is authorized to negotiate and enter into agreements with Axon Corporation for the purchase of various camera equipment, related software, maintenance, parts, and offsite services for a term of five (5) years in an amount not to exceed \$1,700,000.

Adopted by the Council of the City of Glendale, California, on this 30th day of April, 2019.


Mayor

For Atty:
ATTEST: 
City Clerk

STATE OF CALIFORNIA) SS.
COUNTY OF LOS ANGELES)

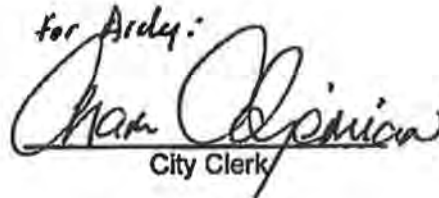
I, Ardashes Kassakhian, City Clerk of the City of Glendale, hereby certify that the foregoing Resolution No. 19-39 was adopted by a majority vote of the Council of the City of Glendale, California, at a regular meeting held on the 30th day of April, 2019, and that the same was adopted by the following vote:

Ayes: Agajanian, Devine, Gharpetian, Sinanyan, Najarian

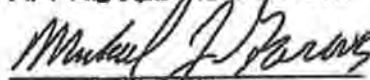
Noes: None

Absent: None

Abstain: None

for Atty:

City Clerk

APPROVED AS TO FORM:


CITY ATTORNEY
DATE 4/12/19

CONTRACT NO. 8000457

AMENDMENT NO. 2

TO THE MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN THE CITY OF GLENDALE AND AXON ENTERPRISE, INC.

THIS AMENDMENT No. 2 ("Amendment") to the Master Services and Purchasing Agreement ("Agreement") is made December 1, 2020 ("this Amendment's Effective Date"), between the City of Glendale ("CITY"), a California municipal corporation, and Axon Enterprise, Inc. ("CONTRACTOR"), a Delaware corporation (collectively, "PARTIES" or individual, "PARTY").

RECITALS

1. On July 11, 2019, CITY and CONTRACTOR entered into the Agreement (Contract No. 8000457) which requires CONTRACTOR to provide to CITY's Police Department in-car camera equipment, software, maintenance, parts, and offsite services for 5 years ("Agreement's Term").
2. On July 11, 2019, CONTRACTOR began performing the Services under the Agreement.
3. On or about October 7, 2019, the PARTIES executed Amendment No. 1 to the Agreement which added equipment and related maintenance in an amount not to exceed \$85,045.45.
4. The Agreement also provides for the provision of body worn cameras, hardware, licenses, and related services to the CITY's Police Department at year 3 of the Agreement's term.
5. The CITY desires to implement the body worn camera program during Year 2 of the Agreement and thus advance the purchase of body worn cameras, hardware, licenses, and related services from Year 3 to Year 2.
6. The CITY's implementation of the body worn camera program requires five (5) professional licenses and ten (10) additional basic licenses to support on-going operations.
7. On December 1, 2020, CONTRACTOR submitted to CITY a Price Quotation No. Q-260585-44166.920CN ("Quote") for the advanced procurement of body worn cameras, hardware, licenses, and related services.

8. CONTRACTOR's Quote, with the pricing for the early implementation of body worn cameras, hardware, licenses, and related services, is \$402,456 as set forth in **Exhibit E** attached hereto and incorporated into this Amendment and the Agreement by this reference.
9. The Quote also amends Exhibit A to the Agreement with regard the original payment schedule.
10. The PARTIES agree that although the Quote does not reflect payments for Year 1 or Year 2, the CITY has paid CONTRACTOR \$318,180 for Year 1 Fleet and \$106,503 for Year 2 Fleet.
11. Therefore, the PARTIES need to amend the Agreement to advance the purchase of the purchase of body worn cameras, hardware, licenses, and related services.

AGREEMENT

CITY and CONTRACTOR agree as follows:

- I. The Agreement is amended as follows:

Exhibit A to the Master Services and Purchasing Agreement is replaced with Exhibit E to reflect the early implementation of body worn cameras, hardware, licenses, and related services in an amount not to exceed \$402,456.79.

- II. The last sentence in Paragraph 20.1 in Amendment No. 1 is amended as follows:

The maximum cost ("Grand Total") for the equipment and services described in Exhibit A of the Agreement, Exhibit D of Amendment No. 1, and Exhibit E in Amendment No. 2 must not exceed \$1,578,696.00.

- III. **Severability.** The invalidity, in whole or in part, of any term of this Amendment will not affect this Amendment's remaining terms.

- IV. **Agreement Remains in Effect.** Except as provided above, all other provisions, terms, and conditions of the Agreement remain unchanged and continue in full force and effect.

- V. **Counterparts.** This Amendment may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Amendment.

VI. **Digital Signatures.** The PARTIES deem a copy of this Amendment that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

VII. **Representations – Authority.** The PARTIES represent that:

- A. They have read this Amendment, fully understand its contents, and have received a copy of it;
- B. Through their duly authorized representative, they are authorized to sign this Amendment, and they are bound by its terms; and
- C. They have executed this Amendment on the date opposite their signature.

Executed at Glendale, California.

CITY:

John Takhtalian
John Takhtalian
Deputy City Manager

Date: December 21, 2020

Jason Bradford
Jason Bradford
Chief Information Officer

Date: December 18, 2020

Carl Povilaitis
Carl Povilaitis
Chief of Police

Date: December 14, 2020

CONTRACTOR:

Robert Driscoll
Robert Driscoll
Vice President,
Associate General Council

Date: December 14, 2020

APPROVED AS TO FORM

NAME: Carmen Merino
TITLE: General Counsel
SIGNATURE: Carmen Merino
DATE: December 14, 2020



AXON

Glendale Police Dept. - CA

AXON SALES REPRESENTATIVE

Chris Neubeck

602-708-0074

cneubeck@axon.com

ISSUED

12/1/2020

Q-260585-44166.920CN

1



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-260585-44166.920CN

Issued: 12/01/2020

Quote Expiration: 12/15/2020

Account Number: 147508

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Chris Neubeck
Phone: 602-708-0074
Email: cneubeck@axon.com
Fax: (480) 658-0629

PRIMARY CONTACT

Sean Riley
Phone: (818) 937-8704
Email: sriley@glendaleca.gov

SHIP TO

Sean Riley
Glendale Police Dept. - CA
131 N. Isabel Street
Glendale, CA 91206
US

BILL TO

Glendale Police Dept. - CA
131 N. Isabel Street
Glendale, CA 91206
US

BWC Program - Due Net 30

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	8	10	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	8	10	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	44	250	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	44	250	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	8	15	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	5	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		250	699.00	699.00	174,750.00
73250	AXON BODY 3 - 2 YEAR WARRANTY		250	280.00	280.00	70,000.00
73251	AXON BODY 3 - 8 BAY DOCK 2 YEAR WARRANTY		32	500.00	500.00	16,000.00
74210	AXON BODY 3 - 8 BAY DOCK		32	1,495.00	1,495.00	47,840.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		32	43.90	43.90	1,404.80
74028	WING CLIP MOUNT, AXON RAPIDLOCK		250	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		250	0.00	0.00	0.00
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	8	10	120.00	120.00	1,200.00

Q-260585-44166.920CN

2

Protect Life.

BWC Program - Due Net 30 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	8	250	192.00	192.00	48,000.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		32	0.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	8	250	120.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	8	5	312.00	312.00	1,560.00
Services						
85055	AXON FULL SERVICE		1	17,000.00	17,000.00	17,000.00
Subtotal						377,754.80
Estimated Shipping						0.00
Estimated Tax						24,701.99
Total						402,456.79

Year 2 - Fleet (Due Net 30)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	8	75	1,032.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	44	260	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	44	260	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	44	30	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	44	10	0.00	0.00	0.00
Hardware						
80213	FLEET WIRELESS MICROPHONE BUNDLE PAYMENT	8	75	48.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	44	75	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	8	75	0.00	0.00	0.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	44	75	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	8	260	120.00	0.00	0.00

Year 2 - Fleet (Due Net 30) (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	8	10	312.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spare BWCs

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		8	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		8	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		8	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 3 - BWC

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	260	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	250	288.00	254.53	63,632.50
73835	AUTO TAGGING LICENSE PAYMENT	12	250	180.00	180.00	45,000.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
					Subtotal	115,652.50
					Estimated Tax	0.00
					Total	115,652.50

Year 3 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	75	1,548.00	1,288.03	96,602.25
					Subtotal	96,602.25
					Estimated Tax	9,901.74
					Total	106,503.99

Year 4 - BWC

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	260	180.00	0.00	0.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	250	288.00	254.53	63,632.50
73835	AUTO TAGGING LICENSE PAYMENT	12	250	180.00	180.00	45,000.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
					Subtotal	115,652.50
					Estimated Tax	0.00
					Total	115,652.50

Year 4 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	75	1,548.00	1,288.03	96,602.25
					Subtotal	96,602.25
					Estimated Tax	9,901.74
					Total	106,503.99

Year 5 - BWC

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	260	180.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	10	468.00	468.00	4,680.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	250	288.00	254.53	63,632.50
73835	AUTO TAGGING LICENSE PAYMENT	12	250	180.00	180.00	45,000.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	5	468.00	468.00	2,340.00
Subtotal						115,652.50
Estimated Tax						0.00
Total						115,652.50

Year 5 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	75	1,548.00	1,288.03	96,602.25
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		75	0.00	0.00	0.00
Subtotal						96,602.25
Estimated Tax						9,901.74
Total						106,503.99

Grand Total 1,068,926.26



Discounts (USD)

Quote Expiration: 12/15/2020

List Amount	1,389,426.80
Discounts	374,907.75
Total	1,014,519.05

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
BWC Program - Due Net 30	402,456.79
Year 2 - Fleet (Due Net 30)	0.00
Spare BWCs	0.00
Year 3 - BWC	115,652.50
Year 3 - Fleet	106,503.99
Year 4 - BWC	115,652.50
Year 4 - Fleet	106,503.99
Year 5 - BWC	115,652.50
Year 5 - Fleet	106,503.99
Grand Total	1,068,926.26

Notes

Agency has existing contract #00022681 (originated via Q-212981) and is amending that contract upon the new license start date (1/1/2021) of this quote.

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

SFDC Contract #:

Order Type:

RMA #:

Address Used:

SO #:

Review 1

Review 2

Comments:

Q-260585-44166.920CN

8

Protect Life.



Glendale Police Dept. - CA

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

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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: December 6, 2021

Subject: Consideration to Award a Contract for San Fernando Regional Park Infiltration Project, Job No. 7601, Plan No. P-732

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid from Ortiz Enterprises, Inc. (Exhibit "A" of Attachment "A"), for construction of the improvements related to the San Fernando Regional Infiltration Project;
- b. Authorize the City Manager to execute a Construction Contract, and all related documents, with Ortiz Enterprises, Inc., (Attachment "A" – Contract No. 2042) for an amount not-to-exceed \$11,189,930; and
- c. Authorize the City Manager to approve change orders not-to-exceed 10% contingency (\$1,118,993).

BACKGROUND:

1. On April 16, 2018, the City Council awarded Contract No. 1883 for the design phase of the San Fernando Regional Park Infiltration Project.
2. On February 16, 2021, the City Council approved an agreement with the Los Angeles County Flood Control District (LACFCD) (Contract No. 1976) to accept \$9,201,200 in grant funds from the Safe, Clean Water Program (also known as Measure W).
3. On June 21, 2021, the City Council approved the amended Contract No. 1883(a) with CWE for construction management services for the Upper Reservoir Replacement Project.

Consideration to Award a Contract for San Fernando Regional Park Infiltration Project, Job No. 7601, Plan No. P- 732

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4. On August 2, 2021, the City Council approved an agreement with the LACFCD (Contract No. 1991) to accept \$1,029,764 in grant funds from the Proposition 1 Integrated Regional Water Management Program (Prop 1 IRWM).
5. On August 16, 2021, the City Council approved the [Notice Inviting Bids for the San Fernando Regional Park Infiltration Project](#).
6. On September 21, 2021, the City received and opened 11 bids from contractors to perform construction on the San Fernando Regional Park Infiltration Project.

ANALYSIS:

The City is a permittee under the Los Angeles Regional Water Quality Control Board (Regional Board) and is required to implement certain stormwater-related improvements to satisfy conditions of the Regional Board's Municipal Separate Sewer System (MS4) permit. The San Fernando Regional Park Infiltration Project ("Project") involves diverting storm water from entering the Pacoima Wash by redirecting it through underground pipes to a buried infiltration basin beneath Recreation Park. When completed, the Project will recharge the groundwater basin by approximately 400 acre-feet (130 million gallons) of runoff.

The Project has many stages, including underground construction of new structures to intercept storm water, new diversion pipeline beneath the streets along sections of Jessie Street, Fifth Street, and Park Avenue, new pavement above these streets, and the excavation of the field area at the Park for construction of the infiltration basin. Once completed, the turf above the buried basin will be returned to its original condition. The City awarded a contract to CWE to design the Project. As part of the grant requirements, the City held public outreach meetings to inform stakeholders and the community of the project.

Project Bid Details.

On September 21, 2021, at 2:30 p.m., the City Clerk received and opened 11 bids for construction of stated improvements (Attachment "B"). Staff analyzed all bids and determined the bid from Ortiz Enterprises, Inc. (Ortiz) to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	Ortiz Enterprises, Inc.	\$11,189,930.00
2	Icon West, Inc.	\$11,256,308.00
3	Toro Enterprises, Inc.	\$11,474,397.00

Consideration to Award a Contract for San Fernando Regional Park Infiltration Project, Job No. 7601, Plan No. P- 732

Page 3 of 4

RANK	BIDDER	BID AMOUNT
4	Mladen Buntich Construction Co., Inc.	\$11,686,020.00
5	Reyes Construction	\$12,774,202.00
6	Blois Construction, Inc.	\$12,894,580.00
7	Sully-Miller Contracting	\$13,694,150.00
8	Christiensen Brothers General Engineering, Inc.	\$14,049,512.20
9	Morillo Construction, Inc.	\$14,640,200.00
10	MMC Incorporated	\$15,336,650.00
11	Los Angeles Engineering, Inc.	\$15,374,205.00

The City's construction manager/design engineer for the project, CWE, and city staff reviewed and confirmed the accuracy of the bid package from Ortiz, including a check of their references. Ortiz Enterprises, Inc., has successfully completed recent stormwater projects similar in size and scope for Caltrans and Culver City.

Timeline.

If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

1. Contract award: December 6, 2021.
2. Submit bonds, insurance and sign contracts: December 2021.
3. Hold Pre-Construction Meeting: December 2021.
4. Issue Notice to Proceed with project submittals: December 2021.
5. Issue Notice to Proceed with construction: March 2022.
5. Start of construction (pending weather conditions): April 2022.
6. End of construction: Summer 2023.

As indicated in the project bid specifications, the contractor has 300 working days to complete the project.

BUDGET IMPACT:

The total estimated construction cost for this capital project is \$13,252,709, including contingencies. Construction for the San Fernando Regional Park Infiltration Project is being funded through a combination of sources, as shown in the following table. An MOU with LADWP to cover the funding gap is currently being developed and is anticipated to be brought to City Council for consideration in January 2022.

Consideration to Award a Contract for San Fernando Regional Park Infiltration Project, Job No. 7601, Plan No. P- 732

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SOURCES		
Fund	Account Number	Allocation
Measure W (Capital Grant)	010-3686-0620	\$ 9,201,200
Prop 1 IRWM (Capital Grant)	010-3686-0645	\$ 1,029,764
Funding Gap Needs (LADWP or others)	010-3686-XXXX	\$ 3,021,745
Total Sources:		\$ 13,252,709

USES		
Activity	Account Number	Cost
Construction	010-310--0620-4600	\$ 11,189,930
	010-310--0645-4600	
	010-310-XXXX-4600	
Contingency (10%)	010-310-XXXX-4600	\$ 1,118,993
Construction Management	010-310-XXXX-4600	\$ 943,786
Total Uses		\$ 13,252,709

CONCLUSION:

It is recommended that the City Council approve and authorize the City Manager to execute a construction contract with Ortiz Enterprises, Inc. and all recommended actions necessary to successfully execute the project.

ATTACHMENTS:

- A. Contract No. 2042, including:
Exhibit "A" – Ortiz Enterprises, Inc. Proposal
- B. Bid Summary



CONSTRUCTION CONTRACT/AGREEMENT

Ortiz Enterprises, Inc.
SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT
JOB NO. 7601, PLAN NO. P-732

THIS AGREEMENT, made and entered into this 6th day of December 2021, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Ortiz Enterprises, Inc. "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT JOB NO. 7601, PLAN NO. P-732**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT JOB NO. 7601, PLAN NO. P-732** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated September 21, 2021 (see Exhibit "A").

3. CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **Eleven Million One Hundred Eighty-Nine Thousand Nine Hundred Thirty Dollars and No Cents (\$ 11,189,930.00)**.

5. CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

6. CONTRACTOR agrees to commence construction of the Work of Improvement within thirty (30) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **three hundred (300)** working days from the date the Notice to Proceed is issued.

Ortiz Enterprises, Inc.
San Fernando Regional Park Infiltration Project
Job No. 7601, Plan No. P-732
Page 2 of 3

CONTRACT NO. 2042

7. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

8. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

9. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

10. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

11. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

Ortiz Enterprises, Inc.
San Fernando Regional Park Infiltration Project
Job No. 7601, Plan No. P-732
Page 3 of 3

CONTRACT NO. 2042

12. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

13. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CITY OF SAN FERNANDO
A Municipal Corporation

ORTIZ ENTERPRISES, INC.
CONTRACTOR

NICK KIMBALL
CITY MANAGER

BY: _____

Title: _____

ATTEST:

BY: _____

Title: _____

JULIA FRITZ
CITY CLERK

APPROVED AS TO FORM:

RICHARD PADILLA
ASSISTANT CITY ATTORNEY

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

- P-1-3 Contractor's Proposal ✓
 - P-4 Bidder's Bond ✓
 - P-5 Contractor Information ✓
 - P-6 List of References ✓
 - P-7 List of Subcontractors ✓
 - P-8 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in ✓
Preparation of Bid Proposal
 - P-9 Non-Collusion Affidavit ✓
-

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

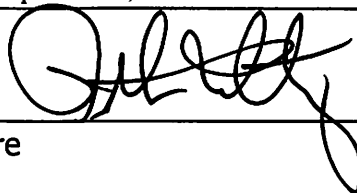
**SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT
PROJECT NO. 7601, PLAN NO. P-732**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **three hundred (300)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Specifications, for the prices set forth in the bid schedule.

9-20-2021

Dated

Ortiz Enterprises Inc.,

Bidder 

Signature
Patrick A. Ortiz

Name (Print/Type)
President

Title

BID SCHEDULE
SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT
PROJECT NO. 7601, PLAN NO. P-732

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
Miscellaneous					
1	Mobilization (5% Max)	LS	1	\$ 550,000	\$ 550,000
2	Traffic Control	LS	1	\$ 270,000	\$ 270,000
3	SWPPP Implementation	LS	1	\$ 263,000	\$ 263,000
4	Class "A" Field Office	LS	1	\$ 105,000	\$ 105,000
Construction					
5	Tree Removal (24" Diameter)	EA	1	\$ 4,200	\$ 4,200
6	Remove Manhole (30" Pipe)	EA	1	\$ 4,000	\$ 4,000
7	Diversion Structure (78" RCP)	EA	1	\$ 85,000	\$ 85,000
8	Diversion Structure (87" RCP)	EA	1	\$ 90,000	\$ 90,000
9	Diversion Structure (30" RCP)	EA	1	\$ 65,000	\$ 65,000
10	18" RCP Diversion Line	LF	4,420	\$ 250	\$ 1,105,000
11	36" RCP Diversion Line	LF	100	\$ 280	\$ 28,000
12	BI-7001 Pretreatment System	EA	1	\$ 250,000	\$ 250,000
13	BI-0256 Pretreatment System	EA	1	\$ 200,000	\$ 200,000
14	Flow Meter and Vault	EA	2	\$ 90,000	\$ 180,000
15	Gate Valve and Vault (Glenoaks Blvd)	EA	1	\$ 110,000	\$ 110,000
16	Gate Valve and Vault (First St)	EA	1	\$ 160,000	\$ 160,000
17	Electrical (Float Switches, Panels, Vaults, etc.)	LS	1	\$ 335,000	\$ 335,000
18	Subsurface Infiltration System (3,020,440 GAL Minimum)	LS	1	\$ 5,520,000	\$ 5,520,000
19	3' Manhole Access Shaft for Infiltration System	EA	5	\$ 6,500	\$ 32,500
20	Remove and Reinstall Chain Link Fence	LF	25	\$ 100	\$ 2,500
21	Remove and Reinstall Existing Electrical Lines	LF	440	\$ 38	\$ 16,720
22	Remove and Replace Sewer Line	LF	85	\$ 250	\$ 21,250
Irrigation and Landscaping Improvements					
23	Irrigation	LS	1	\$ 365,000	\$ 365,000
24	Landscaping and Field Restoration	LS	1	\$ 485,000	\$ 485,000
25	90 Day Plant Establishment	LS	1	\$ 16,500	\$ 16,500
26	Interpretive Sign	EA	1	\$ 12,000	\$ 12,000
27	Concrete Sidewalk Restoration	SF	850	\$ 20	\$ 17,000
Street Improvement and Striping					
28	Street Demolition	LS	1	\$ 250,000	\$ 250,000
29	Aggregate Base	CY	1,820	\$ 100	\$ 182,000
30	AC Pavement	TON	4,160	\$ 90	\$ 374,400
31	Remove and Replace Curb Ramp	EA	4	\$ 15,000	\$ 60,000
32	Detectable Warning Surface	SF	122	\$ 130	\$ 15,860
33	Striping, Pavement Markers, and Pavement Markings	LS	1	\$ 15,000	\$ 15,000
BID TOTAL					\$ 11,189,930

In case of discrepancy between unit prices and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and grand total, the item totals shall prevail. The grand total will be subject to adjustment by the City in the event of a discrepancy. The contract award shall be made on the basis of the grand total as described above from among the responsive and responsible bidders.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: 1, 2, 3

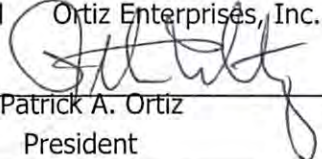
BIDDER'S BOND

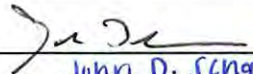
KNOW ALL MEN BY THESE PRESENTS:

that we, Ortiz Enterprises, Inc. as Principal,
and Berkley Insurance Company as Surety,
are held and firmly bound unto the City of San Fernando in the sum of 10% of the
amount of the Bid----- (~~\$~~ 10%)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the
above bounden Ortiz Enterprises, Inc.
to construct San Fernando Regional Park infiltration Project
(insert names of streets and limits to be improved) dated 9/21/2021 is accepted
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such construction, and
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)
from the date of the mailing of a notice to the above bounden Ortiz Enterprises, Inc.
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 13th day of
September ~~20~~, 2021.

Principal Ortiz Enterprises, Inc.
By 
Patrick A. Ortiz
Its President

By 
John D. Schaner
Its VP / Secretary

Surety Berkley Insurance Company
By 
John G. Kookootsedes
Its Attorney-In-Fact

By _____
Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

Berkley Insurance Company
4 Hutton Center, Suite 640
Santa Ana, CA 92707

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

EXHIBIT ~~A~~ BI-8103d
CONTRACT NO. 2042

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *John G. Kookootsedes; or Mark D. Walling of Infinity Assurance Group d/b/a IAG Insurance Services of Irvine, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of April, 2019.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 24th day of April, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of September, 2021.

(Seal)

Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

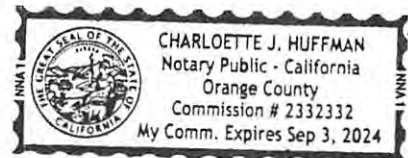
On September 13, 2021 before me, Charloette J. Huffman, Notary Public
(insert name and title of the officer)

personally appeared John G. Kookootsedes,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Charloette J Huffman (Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

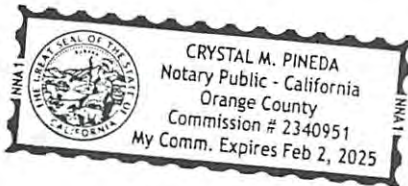
State of California

County of Orange

On September 20, 2021 before me, Crystal M. Pineda, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John D. Schaar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn September 20, 2021 before me, Crystal M. Pineda, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Patrick A. Ortiz

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Crystal M. Pineda

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

CONTRACTOR INFORMATION

Company Name Ortiz Enterprises Inc.,
Address 6 Cushing suite 200 Irvine CA 92618
Telephone 949 753-1414 Fax 949 753-1477 E-mail portiz@ortizent.com
Type of Firm: Individual () Partnership () Corporation (x)
Corporation organized under the laws of the State of California
Contractor's License Number 467088 State CA Classification A,B, Haz Expiration Date 12/31/21
DIR Registration Number 1000003766 Expiration Date 6/30/22
Names and titles of all officers of the firm
Patrick A. Ortiz, President
John D. Schaar, VP/Secretary

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS City of Ontario Job #180
CONTACT PERSON AND PHONE NO. Scott Walker 714 875 4714
TYPE/DATE OF WORK PERFORMED Constructing railroad bridge, retaining walls 3/28/2016
TOTAL CONTRACT AMOUNT \$ 26,451,000
2. NAME OF CITY OR BUSINESS Culver City Job #214
CONTACT PERSON AND PHONE NO. Matt Gasper
TYPE/DATE OF WORK PERFORMED Filtration and Retention Storage Precast Box System 2/1/2021
TOTAL CONTRACT AMOUNT \$ 19,473,351
3. NAME OF CITY OR BUSINESS Caltrans Job #189
CONTACT PERSON AND PHONE NO. Alan Davis 805-480-4928 ext 406
TYPE/DATE OF WORK PERFORMED STORM DRAIN STRUCTURES, EXCAVATION, AUSTIN VAULTS
TOTAL CONTRACT AMOUNT \$ 7,846,375.20 3/1/2018
4. NAME OF CITY OR BUSINESS Caltrans #183
CONTACT PERSON AND PHONE NO. Sam Gallardo 818-254-6030
TYPE/DATE OF WORK PERFORMED STORM DRAIN STRUCTURES, EXCAVATION, AUSTIN VAULTS
TOTAL CONTRACT AMOUNT \$ 16,287,845.84 6/16/2016
5. NAME OF CITY OR BUSINESS City of Murrietta
CONTACT PERSON AND PHONE NO. Patrick Thomas (951) 304-2489
TYPE/DATE OF WORK PERFORMED BRIDGE, STORM DRAIN STRUCTURES, AUSTIN VAULTS
TOTAL CONTRACT AMOUNT \$ 4,538,814.58 5/2/2018
6. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: Calmex Engineering Inc.

Address of office, mill or shop: 2764 S. Vista Ave, Bloomington, CA 92316

Specific description of subcontract: Asphalt Paving

License No.: 685954 Amount of Subcontract: 330,105-

DIR Registration Number: 100005380 Expiration Date: 6/30/22

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: Cleaning PM

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: Construction Area Signs PM

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: Leeb Electric Inc.

Address of office, mill or shop: 13138 Arctic Circle, Santa Fe Springs, CA 90670

Specific description of subcontract: Electrical

License No.: 379096 Amount of Subcontract: 357,897-

DIR Registration Number: 100004633 Expiration Date: 6/30/22

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: Fence / Guard Rail MD

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: Diversified Landscape Co.

Address of office, mill or shop: 21730 Bundy Cyn Rd. Wildomar, CA 92595

Specific description of subcontract: Landscape

License No.: 576183 Amount of Subcontract: 521,500-

DIR Registration Number: 1000009249 Expiration Date: 6/30/22

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: M. Hines MD

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: Restoration

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: ~~Install Infiltration Structures pro~~

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: Lopez Structures Inc.

Address of office, mill or shop: 15801 Rock Field Blvd, ^{Suite P} Irvine, CA 92618

Specific description of subcontract: Minor Concrete Structures

License No.: 1029370 Amount of Subcontract: 130,220-

DIR Registration Number: 1000052384 Expiration Date: 6/30/22

Name under which subcontractor is licensed: EBS General Engineering Inc.

Address of office, mill or shop: 1345 Quarry St., Corona, CA 92879

Specific description of subcontract: Minor Concrete

License No.: 720016 Amount of Subcontract: 77,219-

DIR Registration Number: 1000605295 Expiration Date: 6/30/22

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

*Please see attached***LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
2. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

Bid Number: 21-034

Description: San Fernando Regional Park Infiltration Project

Will Bid	Won't Bid	Contacted not Confirmed	Company	Contact	City, State	Phone Number
			AGGREGATES			
		LM 9/14	Cemex	Christian Mendoza	Shafter, CA	(909) 538-1822
		LM 9/14	Ewels Materials	Rachel Acosta	Stanton, CA	(714) 833-3319
	X		Hanson / Standard	Mike Roberts	Irwindale, CA	(951) 371-7625
		LM 9/15	Holliday Rock	Geoff Hollingshead	,	(951) 295-9903
	X		North County Sand and Gravel	kacey	Perris, CA	(951) 928-2881
		LM 9/15	Vulcan Materials (Irwindale)	Lawson Sanford	Irwindale, CA	(626) 733-1463
		emailed 9/15	West Coast Sand and Gravel	Jim	Buena Park, CA	(714) 522-0282
			Western Materials	Selina Aves	,	
X			SNG Materials	Raymond Youash	Los Angeles, Ca.	805-428-8500
			ASPHALT CONC DIKE			
		emailed 9/15	ASPHALT DIKE CONSTRUCTION, INC. (APCO)	Jim Coughlin	Goshen, CA	(559) 651-7900
		emailed 9/15	SPECIALTY PAVING, INC. (A.C. Dike)	Joel	Lincoln, CA	(916) 645-7747
			ASPHALT PAVING			
	X		All American Asphalt	Edward Ryu	Corona, CA	(951) 736-7600
X			Calmex Engineering, Inc.	Tom	Bloomington, CA	(909) 546-1311
		LM 9/15	JMH Engineering and Construcion	Matt Lovingeir	Long Beach	(562) 317-1700
X			Hardy & Harper, Inc.	Tanner Hambricht	Santa Ana, CA	(714) 444-1851
	X		Match Corp.	Mark Hickman	San Bernardino, CA	(909) 382-7400
	X		Match Corp.	Robert Matich	San Bernardino, CA	(909) 382-7400
	X		R.J. Noble Company	Braden Porter	Orange, CA	(714) 637-1550
	X		SEALRIGHT PAVING INC	John Whiteley	Spring Valley, CA	(619) 465-7411
		reviewing 9/15	Union Paving Co.	Alex Thulemeyer	,	(714) 231-2947
X			Veterans Engineering Services, Inc.	Sally Natividad	Yorba Lind, Ca.	(714) 733-1461
X			Western Paving Contractors, Inc.	Jim Nelson	Irwindale, CA	(626) 338-7889
			CHANNEL - EQUIPMENT			
X			CS-Amsco	Mathew Evans	Huntington Beach, Ca.	(714) 892-4200
X			Southwest Valve and Equipment	Tim Tumminia	Tustin, Ca.	(714) 832-1090
			CLEARING			
		LM 9/15	C G O CONSTRUCTION COMPANY	CHARLES OJURI	ONTARIO, CA	(909) 930-5501
		NA 9/15	California Land Clearing	Douglas Muelder	Ventura, CA	(805) 643-8900
X			The J. V. Land Clearing Co., Inc.	Tyler/Cary Manus	San Dimas, CA	(909) 592-2811
X			Treesmith Enterprises, Inc.	Dale Gee	Anaheim, CA	(714) 996-6037
			CONCRETE (Furn)			
		LM 9/15	Associated Ready Mix Concrete	Mike Gamboa	SACRAMENTO, CA	(949) 260-6303
		# busy 9/15	CalPortland	Robert Mack	Glendora, CA	(909) 455-8146
		# busy 9/15	Catalina Pacific	Al Pickering	Azusa, CA	(310) 365-0084
	X		Cemex	Teresa Bliss	Ontario, CA	(909) 974-5541
	X		Cemex	Ronald Taber	Ontario, CA	(213) 817-4641
X			National	Debbie Balue	Artesia, CA	(562) 865-6211
		LM 9/15	Robertsons	Ralph Ortega	Corona, Ca.	951-760-4285
			ELECTRICAL			
	X		Aldridge Electric, Inc.	Don Upton	Rosemont, IL	(510) 338-5236
	X		Aldridge Electric, Inc.	Taylor Darby	Santa Ana, CA	(847) 732-6566
		LM 9/15	Baker Electric	Lee Smith	Escondido, CA	(760) 745-2001
	X		Beard Electric	Richard Beard	Santa Fe Springs, CA	(562) 802-1800
	X		C E E (Competitive Edge Electric Inc.)	Nick Eddy	Highland, CA	(909) 693-8510
	X		CALIFORNIA PROFESSIONAL ENGINEERING, INC.	Van Nguyen	LA PUENTE, CA	(626) 810-1336
		box is full 9/15	CSI Electrical Contractors Inc	Erick Estoque	Santa Fe Springs, CA	(562) 946-0700
			Comet Electrical	Louis Perez	Chatsworth, Ca.	(818) 340-0965

		D.B. ELECTRIC, INC.	Dave	Eastvale, CA	(951) 268-6513
		Dynalectric	Kristen Czupryn	Los Alamitos, CA	(714) 828-7000
	LM 9/15	Elecnor Belco Electric, Inc.	Bo Fuentes	Chino, CA	(909) 993-5470
X		Ferreira	Rusty Moore	Chino, CA	(714) 928-7573
	box is full 9/16	International Line Builders, Inc.	Michael Aguirre	Corona, CA	(951) 836-7225
X		J F L Electric, Inc.	JOSE TORRES	LA, CA	(323) 581-4400
X		LEED ELECTRIC INC.	Rod Dean	Santa Fe Springs, CA	(562) 270-9500
	LM 9/16	MEX ELECTRIC	PETER MENDOZA	RIVERSIDE, CA	(951) 427-2838
X		MSL Electric, Inc.	Kevin Moore	Anaheim, CA	(714) 693-4837
	LM 9/16	Select Electric	Landon Smith	Norwalk, CA	(562) 807-1860
	LM 9/16	Servitek Solutions, Inc.	Brianna	City of Industry, CA	(626) 227-1650
X		SIEGE ELECTRIC, INC.	Josh Middleton	Carlsbad, CA	(619) 631-7471
	LM 9/16	Sturgen Electric	Mark Dillard	Chino, CA	(909) 536-5673
	LM 9/16	VT ELECTRIC, INC.	TONY TRAN	ONTARIO, CA	(909) 985-1755
X		Whitman Electric	Dante Murillo	Los Angeles	(626) 250-4038
		<u>FABRICS / Erosion Control Supplies (Furn)</u>			
X	LM 9/16	Ground Service Technology, Inc.	Jennifer Erler	Escondido, CA	(760) 745-2010
X		Hanes Geo Components	Scott Holloway	Carlsbad, CA	(760) 431-2452
X		Core and Main		Fontana, Ca.	(909) 428-4195
		Sam's Equipment & Supplies	Gabe Callison	Fresno, CA	(559) 252-0354
X		Triumph Geo-Synthetics	Anthony Estrada	Anaheim, CA	(714) 237-1550
X		Poly Tek	Patrick Sangi	Capistrano Beach, Ca.	(949) 445-4293
		<u>FENCE / GUARDRAIL</u>			
X		ACE FENCE COMPANY	Michael Abanilla	La Puente, CA	(626) 333-0727
X		Alcorn Fence Company - Riverside	Bob Jenkins	Riverside, CA	(951) 685-5871
X		Alcorn Fence Company- LA	Carls Punzalan	Sun Valley, CA	(818) 983-0650
X		C & W Construction Specialties, Inc.	Scott Knudsen	Ventura, CA	(805) 642-0204
X		Crown Fence	Luis Vasquez	Santa Fe Springs, CA	(562) 864-5177
	LM 9/16	D C HUBBS CONSTRUCTION	Danny Hubbs	Yucaipa, CA	(909) 771-6832
X		Ferreira	Mark Thiesen	Rancho Cucamonga, Ca.	(909) 606-5900
	LM 9/16	Gold Star Fence	Luis Banuelos	San Jacinto, CA	(951) 426-9402
X		IN-LINE FENCE & RAILING CO., INC	David Ortiz	Ramona, CA	(760) 789-0282
	NA 9/16	Landmark Fence & Gates Co Inc.	Jared Medlinsky	Ontario, CA	(909) 623-9450
X		Red Hawk Fence	Kevin Moore	Perris, CA	(877) 960-2717
X		Trinity Fence		Riverside, CA	(951) 653-6987
X		FenceCorp	Michael Katus		(951) 686-3170
		<u>HDPE PIPE (Furn)</u>			
	# disconnected	Unlimited Drainage Product, LLC.	LARRY DICK		(209) 634-4822
	reviewing 9/16	Imperial Sprinkler Supply	Kent Garner		(760) 559-0078
X		United Waterworks	Nathan Chase		(714) 542-0711
		<u>LANDSCAPE/EROSION CNTRL</u>			
X		DIVERSIFIED LANDSCAPE CO	Rick Bean	Winchester, CA	(951) 245-1686
X		Griffith Company (Landscape Division)	John Gutierrez	Brea, CA	(714) 984-5500
X		PACIFIC RESTORATION GROUP, INC.	JOHN RICHARDS	Perris, CA	(951) 457-4118
X		Sierra Landscape Development, Inc.	Kevin Watchler	Arcadia, CA	(626) 447-5260
	reviewing 9/17	Brightview Landscape	Mikah Tran	Fountain Valley	(714) 357-5826
X		Marina Landscape	Rod Turner	Orange, Ca.	(714) 392-0477
		<u>MINOR CONCRETE</u>			
	LM 9/17	Cooper Engineering Inc	Mitchell Cooper	Corona, Ca.	(951) 336-7129
	LM 9/17	EBS General Engineering Inc.	CRISTINA WHITCHER	Corona, CA	(951) 279-6869
X		Griffith Company	Mac Tarrosa	Santa Fe Springs, CA	(562) 929-1128
X		Titan Constructor Engineering	Nick Dorado	Yucaipa, CA	(909) 229-6457
X		Trademark Concrete	Brian Nichols	Anaheim, CA	(805) 642-2441
X		Lopez Construction	Pedro L	Corona	(951) 496-4100
X		Fehoko Concrete	Tim Fehoko	Los Angeles, Ca.	(323) 540-9499
	reviewing 9/17	Betonx	AJ Dabbas	Irvine, Ca.	(714) 660-3955
		<u>Minor Struc Conc</u>			

X			LNA CONCRETE STRUCTURES, INC.	Lolo Garcia	Chino Hills, CA	(909) 393-1493
	X		Lopez Structures	Lorena Gonzalez	Irvine, CA	(949) 973-0927
	X		R. DUGAN CONSTRUCTION, INC.	Danny Hidalgo	Mira loma, CA	(951) 360-7531
			<u>MISC METAL</u>			
	X		Allied Steel Co Inc.	estimating	Riverside, CA	(951) 241-7000
		emailed 9/20	BT Metals		Eureka, Ca.	(707) 443-0934
		# busy or off hoc	Craneveyor	Ron Collosi	El Monte, Ca.	(626) 266-7964
		LM 9/20	Herbert Inc.	John Bonds	Oceanside, Ca.	(760) 653-9335
		reviewing 9/20	L.A. Welding & Fabrication	Luis Gomez	Sylmar, CA	(818) 621-8447
		will call back	Long Beach Iron Works, Inc.	Carlos Hernandez	Long Beach, CA	(562) 432-5451
	X		Mayhem Metal Works	andrew marshall	, CA	(805) 795-1966
	X		Metal Works	Todd	Oroville, CA	(530) 534-6266
			Michael & Company	Navdeep Singh	Lockeford, CA	(209) 787-8040
		LM 9/20	Muhlhauser Steel	Mark	Bloomington, CA	(909) 877-2792
		LM 9/20	South Bay Foundry	Albert Amaro	Santee, CA	(909) 383-1823
			<u>PreCast RCB</u>			
		emailed 9/20	Contech Engineered Solutions	Andrew Runk	Costa Mesa, CA	(303) 241-8154
X			Jensen Precast	Jay DeVries	Fontana, CA	(909) 938-1010
		LM 9/20	PRE-CON PRODUCTS	DANIEL ZARRAONANDIA	SIMI VALLEY, CA	(805) 527-0841
		LM 9/20	Storm Trap	Jesus Rodriguez	Carlsbad, Ca.	(815) 941-4549
		LM 9/20	Oldcastle Precast	Mary Scott	Fontana, CA	(909) 428-3700
			<u>QUALITY CONTROL</u>			
X			G3 Quality Control	Brian Platt	Cerritos, CA	(562) 275-8069
		LM 9/20	NV5 Materials Testing	Joe Bouknight	,	(858) 927-3606
		email 9/20	Sequoia Consultants	Joel Tirney	Orange, CA	(714) 974-6316
		email 9/20	Twining Labs	Yazan Al-Zubi	Long Beach, CA	(562) 513-1731
		invalid #	RMA Group	Tim Saenz	Carson, Ca.	(31) 068-4854
			<u>REBAR</u>			
		Disc. #	AMERICAN STEEL PLACERS, INC.	Stephanie Ortiz	SAN BERNARDINO, CA	(909) 884-6031
	X		CMC Rebar	Gregg Hughett	Etiwanda, CA	(909) 803-1500
	X		CMC Rebar	Eric Spector	Etiwanda, CA	(909) 803-1500
X			Amber Steel Co.	Ramiro Perez	Fontana, Ca.	909-874-2213
		no #	HARRIS/ARIZONA REBAR INC.	Bill Harry	Pomona, CA	
	X		Integrity Rebar Placers	Dolly Adams	Perris, CA	(951) 696-6843
	X		LA Steel	Jacob Goss	Corona, Ca.	(951) 393-2016
		LM 9/20	Pacific Steel Group	James Masters	San Diego, CA	(909) 308-4006
	X		ROUCH REBAR, INC.	Roger Malloy	Compton, CA	(562) 889-4470
	X		Stantru Reinforcing Steel	Steve Luypen	Fontana, CA	(909) 587-1441
	X		Vista Steel Company	chantel	Goleta, CA	(805) 653-1189
	X		Martinez Steel, Inc.	Jose Sanchez	Ontario, Ca.	(909) 284-7130
		LM 9/20	Camblin Steel	Jaden Luke	Bloomington, Ca.	916-644-1300
	X		Dexterity Placing	Steve Davis	Rancho Cucamonga, Ca.	(909) 244-9470
			<u>Reinforced Conc Pipe (Furn)</u>			
	X		Ferguson Waterworks	Jorge Herrera	Redondo Beach, CA	(424) 247-3072
	X		Ferguson Waterworks	leonard hernandez	Redondo Beach, CA	(951) 457-2024
X			Jensen Precast	Shaun Close	Fontana, Ca.	(702) 657-3607
		LM 9/20	PRE-CON PRODUCTS	DANIEL ZARRAONANDIA	SIMI VALLEY, CA	(805) 527-0841
X			Thompson Pipe Group	BRAD OIEN	,	(909) 330-4890
			<u>ROADSIDE SIGNS</u>			
		LM 9/20	BC TRAFFIC SPECIALIST	Alex M.	Orange, CA	(714) 974-1190
		LM 9/20	Statewide Traffic Safety & Signs	David Nicholas	Newport Beach, CA	(858) 679-7292
			<u>TRAFFIC CONTROL</u>			
		email 9/20	E-NOR TRAFFIC CONTROL	Rene Ocampo	Paramount, CA	(310) 513-6209
		email 9/20	Hi-Way Safety	Jason/Mike	Chino, CA	(800) 228-1701
			MANERI TRAFFIC CONTROL	MARIA MANERI	TEMECULA, CA	(951) 695-5104

	X		FULL TRAFFIC MAINTENANCE INC	Carlos Lopez	Corona, CA	(951) 520-9990
	X		FULL TRAFFIC MAINTENANCE INC	Samuel Salgado	Corona, CA	(951) 520-9990
		LM 9/20	Mallard	Sam Mullen	Orange, Ca.	(760) 550-1645
			<u>TRAFFIC MARKING</u>			
			CAL STRIPE, INC.	Steve Works	Colton, CA	(909) 884-7170
			Cat Tracking, Inc.	Art Garratt	Riverside, CA	(951) 682-1494
			Chrisp Company	Robert Weisbrod	Bloomington, CA	(909) 746-0356
			PAYCO SPECIALTIES, INCORPORATED	Bill Taylor	Chula Vista, CA	(619) 422-9204
			Sterndahl Enterprises, Inc	Chris	Sun Valley, Ca.	(818) 834-8199
			Superior Pavement Marking	Dale Shults	Beaumont, Ca.	(951) 845-2799
			<u>TRUCKING</u>			
			Anytime Trucking	BOBBY EVANS	Torrance, CA	(213) 494-0044
			B. L. Hayes Trucking	Suzie/Mike	Norwalk, Ca.	(562) 466-6100
			Boone Trucking Inc.	Steven Cunningham	Chino, CA	(909) 983-2384
			Burns & Son	Jim Burns	San Diego, CA	(619) 933-2003
			Cal Earth Transportion	Elizabeth Hartnett	Fullerton, CA	(714) 981-7809
			Dirt Connection Inc	Stephen Dods	San Diego, CA	(619) 520-1340
		email 9/20	Dispatch Trucking	Ray Hernandez	Los Angeles, CA	(909) 841-1003
		email 9/20	Dispatch Trucking	Chris Floyd	San Diego, CA	(619) 252-3478
		emailed Steve	Dispatch Trucking	Steve Word	Los Angeles, CA	(951) 205-5652
		email 9/20	Dispatch Trucking	Sheila Sheila	Fontana, CA	(909) 355-5531
			GATES ENTERPRISES, INC	JOE GATES	IRVINE, CA	(949) 253-4691
			INTERWEST PACIFIC, LTD.	JACK NICKOLAISEN	SOLANA BEACH, CA	(858) 259-2062
			JOE GATES TRUCKING	Joe Gates	Los Angeles, Ca.	(310) 592-5810
			Jay Transportation	Andy Martinez	Los Angeles, Ca.	
			MIRANDA LOGISTICS ENTERPRISE, INC.	MARCO MIRANDA	LOS ANGELES, CA	(424) 800-3831
			Rangel Trucking	Omar	Santa Clarita, CA	(818) 266-5179
			Galloway Boys	Jacob Holguin	Rancho Cucamonga, Ca.	(909) 815-0399
			<u>UNDERGROUND / Drain / Wt / Sewer</u>			
			C.P. Construction Co., Inc.	Tomas Ramirez	Ontario, Ca.	(909) 981-1091
			Bert W. Salas, Inc.	Bob Salaz	Santee, Ca.	(619) 562-7711
			SRK ENGINEERING, INC.	SHERRY KIRKPATRICK	SAN DIEGO, CA	(909) 456-5164
			Titan Engineering, Inc.	Peter Para	Murrieta, Ca.	951-600-7079
			<u>WATERPROOFING</u>			
			BEST Contract Services	Janette Luna	Gardena, CA	(310) 328-6969
			California Sealant Solutions, Inc.	Yvette Dumas	Santee, CA	(619) 596-5863
X			PACIFIC WATERPROOFING & RESTORATION INC	Anthony Bithell	Pomona, CA	(909) 444-3052
			<u>WATER LINE MAT'L</u>			
	X		Ferguson Waterworks	Jorge Herrera	Redondo Beach, CA	(424) 247-3072
	X		Ferguson Waterworks	leonard hernandez	Redondo Beach, CA	(951) 457-2024
			HD Supply Waterworks	Joe Procter	Santa Ana, CA	(714) 265-8905
			Kelly Pipe Co.	Crystal Reed	Sante Fe Springs, CA	(562) 868-0456
			Core and Main		Fontana, Ca.	(909) 428-4195
			Thompson Pipe Group	BRAD OIEN	,	(909) 330-4890
			United Pipe and Steel Fabrication	Anthony Ruiz	,	
			Western Water Works	erick	Chino Hills, CA	(909) 597-7000
			<u>WATER PUMPS</u>			
			Xylem	Jim Rufing	Mira Loma, Ca.	(951) 681-3636

NON-COLLUSION AFFIDAVIT**SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT
PROJECT NO. 7601, PLAN NO. P-732**STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

Patrick A. Ortiz

_____, being first duly sworn, deposes and

says that he is President

(Sole owner, partner, president, secretary, etc.)

of Ortiz Enterprises Inc.,

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date 9-20-2021Ortiz Enterprises Inc.,
Bidder

Authorized Signature

Patrick A. Ortiz

Name (Print/Type)

President

Title

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____, 2021 before me, _____,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

(Please see attached acknowledgment)

Signature of Notary Public

CALIFORNIA ACKNOWLEDGMENT

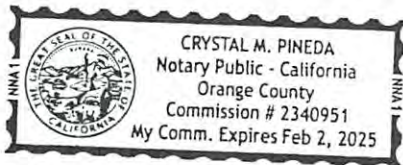
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn September 20, 2021 before me, Crystal M. Pineda, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Patrick A. Ortiz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Crystal M. Pineda
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: NON collusion Affidavit

Document Date: 9/20/21 Number of Pages: _____

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

2021 SEP 21 P 2:18
CITY OF SAN FERNANDO
CITY CLERK

RECEIVED

2021 SEP 21 P 2:18

CITY OF SAN FERNANDO
CITY CLERK

ORTIZ

6 CUSHING, SUITE 200 • IRVINE, CALIFORNIA 92618

OFFICE OF THE CITY CLERK, CITY HALL
117 Macnell Street
San Fernando CA

PROPOSAL FOR: SAN FERNANDO
REGIONAL PARK INFILTRATION PROJECT
PROJECT NO. 7601, PLAM NO. P-732
BID DATE: 9/21/21

BIDDER: ORTIZ ENTERPRISES INC.,



NOTICE OF INVITING BIDS

SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT PROJECT NO. 7601, PLAN NO. P-732

PROPOSAL DUE DATE: TUESDAY, SEPTEMBER 21, 2021 – 2:30 PM

No.	Company Name	Address	Date and Time Received	Cost
1	MMC Incorporated	5901 Fresca Dr. La Palma, CA 90623	9/21/2021 2:14 p.m.	\$15,336,650.00
2	Ortiz	6 Cushing, Suite 200 Irvine, CA 92618	9/21/2021 2:18 p.m.	\$11,189,930.00
3	Reyes Construction, Inc.	1383 S. Signal Dr. Pomona, CA 91766	9/21/2021 2:19 p.m.	\$12,774,202.00
4	Christensen Brothers General Engineering Inc.	PO Box 1286 Apple Valley, CA 92307	9/21/2021 2:21 p.m.	\$14,049,512.20
5	Toro Enterprises, Inc.	PO Box 6285 Oxnard, CA 93031	9/21/2021 2:21 p.m.	\$11,474,397.00
6	Sully-Miller Contracting Co.	135 S. State College Blvd., Ste. 400 Brea, CA 92821	9/21/2021 2:22 p.m.	\$13,694,150.00
7	MLaden Buntich Construction Co. Inc.	1500 W. 9 th St. Upland, CA 91786	9/21/2021 2:24 p.m.	\$11,686,020.00
8	Los Angeles Engineering Inc.	633 N. Barranca Ave. Covina, CA 91723	9/21/2021 2:25 p.m.	\$15,374,205.00



NOTICE OF INVITING BIDS

SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT PROJECT NO. 7601, PLAN NO. P-732

PROPOSAL DUE DATE: TUESDAY, SEPTEMBER 21, 2021 – 2:30 PM

No.	Company Name	Address	Date and Time Received	Cost
9	Icon West, Inc.	520 S. La Fayette Park Place Suite #503 Los Angeles, CA 90057	9/21/2021 2:27 p.m.	\$11,256,308.00
10	Morillo Construction, Inc.	227 N. Holliston Ave. Pasadena, CA 91106	9/21/2021 2:29 p.m.	\$14,640,200.00
11	Blois Construction Inc.	3201 Sturgis Rd. Oxnard, CA 93030	9/21/2021 2:29 p.m.	\$12,894,580.00
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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: December 6, 2021

Subject: Consideration to Approve Professional Services Agreements for City Engineering, National Pollutant Discharge Elimination System, Water and Wastewater, and Pavement Engineering Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2043) with Willdan Engineering, in an amount not to exceed the annual City Council approved budgeted expenditure for City Engineering Services for a three-year term, with a City option to renew for two additional years;
- b. Approve a Professional Services Agreement (Attachment "B" – Contract No. 2044) with CWE, in an amount not to exceed the annual City Council approved budgeted expenditure for Water and Wastewater Engineering Services for a three-year term, with a City option to renew for two additional years;
- c. Approve a Professional Services Agreement (Attachment "C" – Contract No. 2045) with Willdan Engineering, in an amount not to exceed the annual City Council approved budgeted expenditure for National Pollutant Discharge Elimination System (NPDES) Consulting Services for a three-year term, with a City option to renew for two additional years;
- d. Approve a Professional Services Agreement (Attachment "D" – Contract No. 2046) with GMU Pavement Engineering Services, in an amount not to exceed the annual City Council approved budgeted expenditure for Pavement Engineering Services for a three-year term, with a City option to renew for two additional years; and
- e. Authorize the City Manager to execute all proposed agreements and related documents.

Consideration to Approve Professional Services Agreements for City Engineering, National Pollutant Discharge Elimination System, Water and Wastewater, and Pavement Engineering Services

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BACKGROUND:

1. On October 7, 2021, a Request for Qualifications (RFQ) (Attachment “A” – Exhibit “A”) for City Engineering Services was published on the City’s website.
2. On October 12, 2021, three separate Request for Proposals (RFP) were published on the City’s website; Water and Wastewater Engineering (Attachment “B” – Exhibit “A”), NPDES (Attachment “C” – Exhibit “A”), and Pavement Engineering Services (Attachment “D” – Exhibit “A”).
3. On October 29, 2021, the City received a total of four proposals to provide City Engineering Services: Willdan Engineering, NV5, CSG Consultants and Transtech Engineers Inc.
4. On November 4, 2021, the City received a total of three Water and Wastewater Services proposals (CWE, MNS Engineers, Inc., and SA Associates), two NPDES proposals (Willdan Engineering and CWE), and seven Pavement Engineering Services proposals (GMU Pavement Engineering, MNS Engineering, Inc., NV5, Omnis Inc., Transtech Engineers, Inc., Willdan Engineering, and KOA).
5. On November 10, 2021, staff requested additional information from all firms who submitted proposals for services requested by the City.
6. From November 17, 2021 through November 22, 2021, a four-member panel made up of City staff scored each submittal, which included additionally requested information.

ANALYSIS:

The Public Works Department’s Administration and Engineering Division is staffed with two Civil Engineering Assistant II, one Management Analyst, and an Executive Assistant in addition to the Director of Public Works. To assist staff with managing the increased number of Capital Improvement Projects (CIP), plan and prepare for much needed water-sewer-street projects, and stay in compliance with mandatory state and federal regulatory requirements, the Department utilizes professional engineering firms for design and some construction management services. Having a select few engineering firms under contract who have vast knowledge and expertise in specifically identified areas allows staff to efficiently and quickly retain specialized services on a continuous or as-needed basis.

There are four specific areas where staff requires assistance from professional engineering firms: 1) general City engineering services, 2) water and wastewater engineering services, 3) NPDES consulting services, and 4) pavement engineering services.

Consideration to Approve Professional Services Agreements for City Engineering, National Pollutant Discharge Elimination System, Water and Wastewater, and Pavement Engineering Services

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City Engineering Services.

Public Works has secured city engineer services under multiple professional services contracts for more than six years. During this period, Public Works staff have utilized the highly experienced engineer for project design, construction management and numerous other special assignments. Most recently, the consulting city engineer has provided research and direction on projects such as: Glenaoaks Street Improvements, Pico Street Improvements, Annual Street Resurfacing, East San Fernando Valley Transit Corridor Improvements, and Pacoima Wash Bikeway Improvements.

Water and Wastewater Engineering Services.

The City has several important projects within the water, sewer (wastewater), and stormwater system that required the assistance of an experienced civil and water resources engineering firm. Over the next year alone, master plans need to be developed for both the water and sewer system, assessments must be completed due to the aging sewer and water mains, civil engineering plans and specifications must be prepared for infrastructure improvements in the City's water treatment and distribution system, and improvements to the City's drainage system will be addressed through a variety of stormwater projects.

NPDES Consulting Services.

Being in compliance with the rules and regulations that govern the City's MS4 permit is very important due to the large financial penalties that can be bestowed onto the City if out of compliance. The regulatory requirements of the MS4 permit are very complex, detailed and constantly changing. City staff does not have the specialized knowledge required to manage the MS4 permit. Consequently, the City has contracted with an engineering firm with expertise managing the permit for city governments for over five years.

Pavement Engineering Services.

In order to receive discretionary funds such as Proposition A, Proposition C, and Measure R, the City must update the Pavement Management Plan every five years. The plan is used as a method of asset management which that to optimize life-cycle costs of achieving and sustaining a desired target condition of a city's streets and roads instead of prioritizing the repair of assets in worst condition first. This method was presented and discussed with City Council by the Director of Public Works during the fiscal year 2021-2022 Budget Study Sessions.

Additionally, the plan will help develop street and water/sewer repair projects in the most affective and cost efficient manner. Past practice was to hire a consultant every five years to develop the plan. But it was determined that having a firm who specializes in pavement management engineering under a multi-year professional services contract would help support the Public Work Department's objective of developing cost effective projects that combined both street and utility repair and at the same time keep city streets in optical condition.

Process for Selecting Firms.

A formal RFQ for City Engineering Services and formal RFPs for Water and Wastewater, NPDES, and Pavement Engineering services were publicized on the City's website and in the *San Fernando Valley Sun Newspaper*. The total number of proposals the City received for each service is shown

Consideration to Approve Professional Services Agreements for City Engineering, National Pollutant Discharge Elimination System, Water and Wastewater, and Pavement Engineering Services

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above. Based on the initial review of all proposals submitted for each requested service, it was determined that each firm met the qualifications stated within the RFQ and RFPs and was capable of providing services. For this reason, staff requested additional information from each firm in the form of a PowerPoint presentation and answers to pre-determined questions to help get a better sense which firms would be the best fit for the City.

A four-member panel made up of Public Works staff rated each proposal from each service category and determined three different firms would be awarded the four different contracts to provide services:

Willdan Engineering – City Engineering Services (qualifications in Attachment “A” – Exhibit “B”): Willdan Engineering has been providing city engineering services for several years to the City. The city engineer that is currently assigned to the City has over 40 years of engineering experience, is bilingual, and has a strong background in all areas of municipal civil engineering. The proposed assigned Engineer is accomplished at community outreach on public works projects and has taken the lead on recent outreach efforts to educate the San Fernando community on Capital Improvement Projects.

CWE – Water and Wastewater Engineering Services (proposal in Attachment “B” – Exhibits “B” and “C”): CWE has provided design engineering and construction management services to the City on the San Fernando Regional Park Infiltration Project. CWE has demonstrated an ability to be very forward-thinking and creative engineering firm that is committed to responsible stormwater management projects. They have a long history of providing water and sewer assessment planning services for their municipal clients.

Willdan Engineering – NPDES Consulting Services (proposal in Attachment “C” – Exhibit “B”): Willdan Engineering has been providing NPDES consulting services to the City for several years. Willdan Engineering is especially strong at staying on top of the constantly developing stormwater compliance regulations at both the State and County level. In the past, Willdan Engineering has worked well with staff in anticipating new monitoring and reporting requirements and provide guidance on potential uses of the City’s Measure W annual allocations. Willdan Engineering has also expressed a strong willingness to train City staff and interns in stormwater compliance – a departmental goal of achieving a transfer of knowledge from consultants to City staff.

GMU Pavement Engineering – Pavement Design Services (proposal in Attachment “D” – Exhibit “B”): GMU is an experienced pavement engineering firm that has been providing these services to municipal clients in Southern California since 1967. GMU is unique in that they provide pavement design, materials field and lab testing, construction management, and geotechnical engineering services, and do not require the use of sub-consultants. GMU also understands the City’s need to provide immediate pavement treatments to its roads in the most cost-effective manner possible while water and sewer mains are replaced over the next several years.

Consideration to Approve Professional Services Agreements for City Engineering, National Pollutant Discharge Elimination System, Water and Wastewater, and Pavement Engineering Services

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BUDGET IMPACT:

The annual cost for each professional services contract will be based on the expenditure identified within the City Council approved annual budget each contract year. The fees for each service are pre-determined (submitted with each proposal) and will not fluctuate during the initial three-year term of each contract. Funds to cover the cost of each service being requested have been appropriated within the Fiscal Year 2021-2022 approved budget. Funds will be allocated in the following accounts:

SOURCES – City Engineering Services		
Fund	Account Number	Allocation
PW Engineering & Admin	001-310-0000-4270	\$ 35,000
SB-1	025-311-0182-4600	\$ 50,000
Measure M	024-311-0560-4270	\$ 5,000
Measure R	012-311-0565-4600	\$ 10,000
Water Fund	070-385-0000-4270	\$ 25,000
Sewer Fund	072-360-0000-4270	\$ 25,000
Total Sources:		\$ 150,000

SOURCES – Water and Wastewater Engineering Services		
Fund	Account Number	Allocation
Water Fund	070-385-0000-4270	\$ 50,000
Sewer Fund	072-360-0000-4270	\$ 50,000
Water Fund – Main Replacement	070-385-0635-4600	\$ 200,000
Sewer Fund – Main Replacement	072-365-0000-4260	\$ 200,000
Total Sources:		\$ 500,000

SOURCES – NPDES Consulting Services		
Fund	Account Number	Allocation
Measure W	023-311-0000-4270	\$ 60,000
PW Engineering & Admin	001-310-0000-4270	\$ 15,000
Total Sources:		\$ 75,000

SOURCES – Pavement Design Services		
Fund	Account Number	Allocation
SB-1/Measure R/Measure M/Prop C/Capital Outlay Fund	025/012/024/008/032-311-0560-4600	\$450,000
Total Sources:		\$ 450,000

Consideration to Approve Professional Services Agreements for City Engineering, National Pollutant Discharge Elimination System, Water and Wastewater, and Pavement Engineering Services

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CONCLUSION:

Staff recommends that the City Council approve Professional Services Agreements for City Engineering, Water and Wastewater, National Pollutant Discharge Elimination System, and Pavement Engineering Services and authorize the City Manager to execute agreements for all stated services.

ATTACHMENTS:

- A. Contract No. 2043, including:
 - Exhibit "A" – Request for Proposals
 - Exhibit "B" – Willdan Proposal (City Engineering Services)
- B. Contract No. 2044, including:
 - Exhibit "A" – Request for Proposals
 - Exhibit "B" – CWE Proposal (Water and Wastewater Engineering Services)
 - Exhibit "C" – CWE Fee Schedule
- C. Contract No. 2045, including:
 - Exhibit "A" – Request for Proposals
 - Exhibit "B" – Willdan Proposal (NPDES Consulting Services)
- D. Contract No. 2046, including:
 - Exhibit "A" – Request for Proposals
 - Exhibit "B" – GMU Pavement Engineering (Pavement Engineering Services)



2021
PROFESSIONAL SERVICES AGREEMENT

(Engagement: City Engineering Services)
(Parties: Willdan Engineering and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Willdan Engineering, (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, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for city engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

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 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. 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 as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Qualifications of CITY entitled "Request for Qualifications for City Engineering Services", (hereinafter, "CITY RFQ") and the written Statement of Qualifications of

CONSULTANT entitled "Statement of Qualifications for City Engineering Services" (hereinafter, the "CONSULTANT Statement of Qualifications") dated October 29, 2021. The CITY RFQ and the CONSULTANT Statement of Qualifications are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFQ and the CONSULTANT Statement of Qualifications. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFQ and the provisions of the document entitled CONSULTANT Statement of Qualifications, the requirements of the document entitled CITY RFQ shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT's Fee Schedule, as shown on page 40 of Exhibit B (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **One Hundred and Fifty Thousand Dollars (\$150,000)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, 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.

- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will 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 will 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 REPRESENTATIVE: 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 will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adel Freij, Director of Engineering, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this

Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

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

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. 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
- G. 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 will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Emilio De Murga, City Engineer.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will 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 will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will 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 will 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) 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 will 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 will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will 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 Representative is 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 will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or 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 herein 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.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: 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, CONSULTANT 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 CONSULTANT or any of CONSULTANT'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 CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT 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 CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT 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) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 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 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.

- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, 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.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) 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 10-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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 will 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 will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will 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 1.5, above, will 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 will 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 will 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 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.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, 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 will 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 will 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 will 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 will 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Willdan Engineering
13191 Crossroads Parkway North, Ste 405
Industry, CA 91746-3443
Attn: Adel Freij
Phone: 562-908-6200

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Department
Phone: (818) 898-1212

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will 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, will 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 will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will 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 will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires,

earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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:**WILLDAN ENGINEERING:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

City Engineering Services

RELEASE DATE: October 11, 2021

RESPONSE DUE: November 8, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando Public Works Department is requesting proposals from qualified firms to provide general city engineering services. The contract for services will have an initial term of three (3) years and allow for two one-year options to renew. As part of this service, the firm selected will need to provide an experienced civil engineer to work at City Hall two days each week. This firm should provide us with the same engineer over the term of the contract, with the exception of cases where the engineer is no longer employed by the firm. In general, the City is looking for the least amount of disruption as possible to the continuity of services during the term of the contract. The engineer will represent the City and act as its City Engineer, so this individual should have previous experience as a City Engineer or Director of Public Works at other municipalities in Southern California.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and water production/distribution system. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential

The Public Works Department provides engineering services and capital planning to ensure a high quality of public infrastructure and is responsible for rehabilitating and restoring the City's infrastructure (i.e. facilities, streets, water pipelines, sewer system), providing safe and reliable water delivery, improving the flow of traffic, maintaining parkway streets and landscape, cleaning of City streets, overseeing transportation programs, managing the City's sanitary sewer system, and coordinating refuse and recycling programs.

SCOPE OF SERVICES

City engineering services may include, but shall not be limited to, the following:

1. Review of Street improvement plans (widening and rehabilitations)
2. Environmental Study and Document Preparation
3. Land surveying and Map/Easement or Legal Description Preparation
4. Hydraulic and Hydrologic Studies
5. Engineering Project Management

6. Master Planning for Water, Sewer, and Storm Drain Systems
7. Storm Drain Improvements/Replacement
8. Construction Management
9. Community Engagement on CIP Projects

Support engineering services from the firm's main office may be required based on the City's needs, so please provide a description of engineering experience outside of those listed in this section.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Friday, October 22, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, October 28, 2021**.

C. Submission of Bid Proposals

All proposals shall be submitted via email to Matt Baumgardner, Director of Public Works at Mbaumgardner@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **City Engineering Services**" Proposals must be received no later than **Monday, November 8, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

EXHIBIT "A"
CONTRACT NO. 2043

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract (**Attachment B**) will be signed subsequent to the Director of Public Works' review and approval of the recommended firms.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	October 5, 2021
Deadline for submittal of Questions:	October 22, 2021
Response to Questions:	October 25, 2021
Deadline for submittal of Proposal:	October 29, 2021
Interviews (if necessary)	November 2021
Execute Agreement:	December 2021

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work
2. Relevant experience within the past five years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in the field of providing engineering services for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing engineering services must be submitted.
2. Firm shall submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing engineering projects, organizational resources, and the primary businesses in which the firm is involved.
3. Firm must demonstrate an understanding of the scope of work requirements as described in this RFP.
4. Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.
5. References from previous clients, similar in size to the City of San Fernando, with direct knowledge of past performance of firm. Client references should be located within California
6. Cost proposal for services broken down per contract term including one-year options to renew contract.

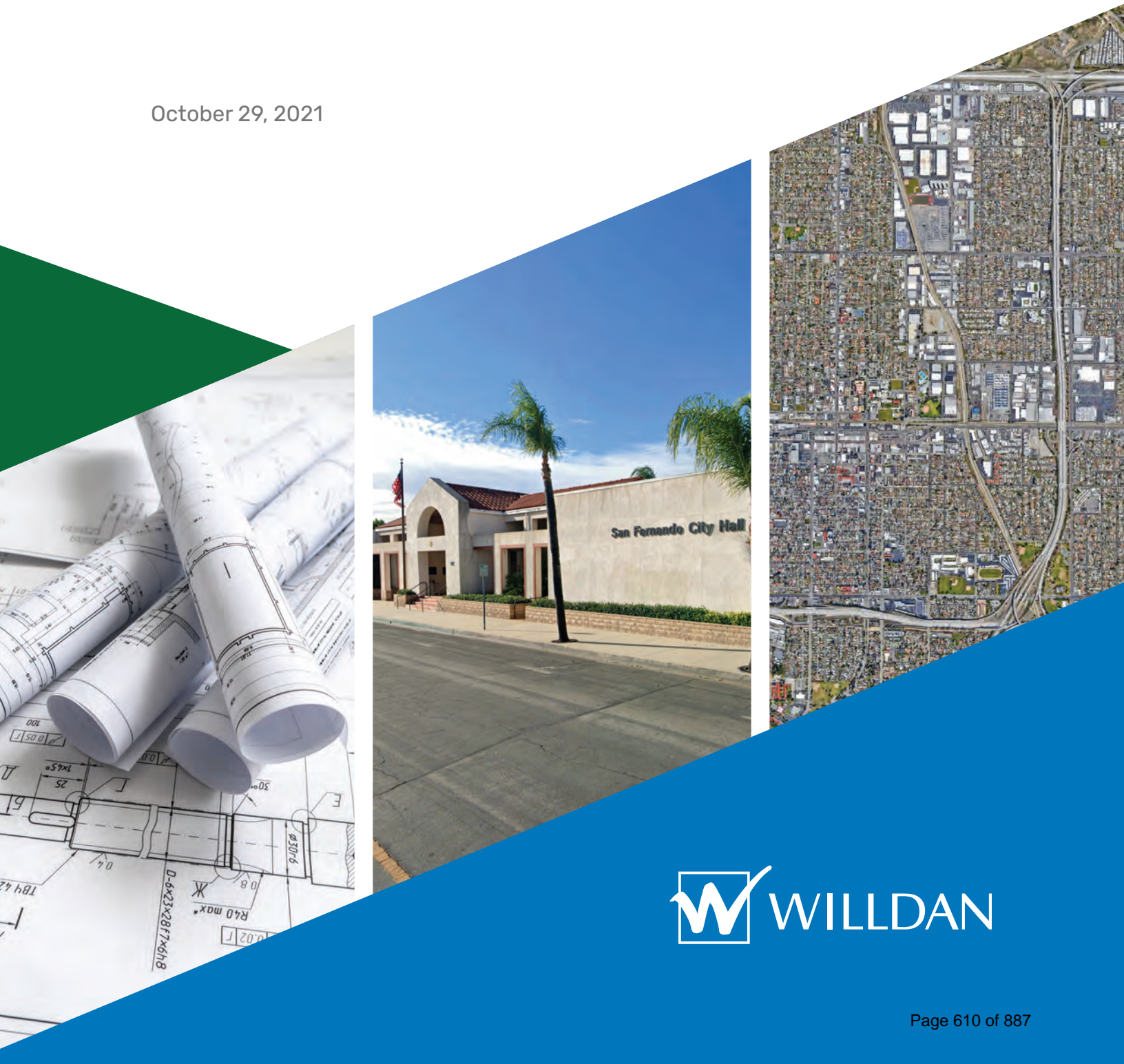
The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.

City of San Fernando

Statement of Qualifications

City Engineering Services

October 29, 2021





Cover Letter

October 29, 2021

Submitted via Email to Mbaumgardner@sfcity.org

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

Attention: Mr. Matt Baumgardner, Director of Public Works

Subject: **Statement of Qualifications for City Engineering Services**

Dear Mr. Baumgardner:

The City of San Fernando is seeking to hire a qualified consultant to provide general city engineering services. As part of these services, the consultant must provide an experienced state-licensed civil engineer to serve onsite at City Hall for two days each week. This individual will represent the City and undertake the role of City Engineer along with carrying out all responsibilities of that role. Willdan understands the scope and intent of the City's Request for Qualifications is to retain the most qualified, cost-effective consultant to perform the specified services.

As a multidisciplinary firm, Willdan offers a full complement of in-house staffing resources that enable us to provide all services requested in the City's Request for Qualifications along with a complete range of services to fulfill other City needs that may arise during the course of the city engineering services contract. Willdan has assembled a team of highly qualified and deeply experienced individuals – many of whom possess City of San Fernando expertise. These proposed team members are fully committed to the successful completion of assignments under the City's contract. Willdan's team offers:

Knowledge of City

Willdan's knowledge of the City of San Fernando and our experience serving as City Engineer and providing as-needed engineering to the City will enable us to initiate work quickly and respond appropriately to challenges that arise during the course of the contract. Mr. Emilio De Murga, PE currently serves as the City Engineer and has developed valuable relationships with City staff and a deep understanding of the City's projects and engineering needs. This personal connection removes any learning curve and allows a seamless transition to the upcoming contract period. Currently, Mr. De Murga works closely with City staff on the City's Capital Improvement Program – addressing various planning, design, and construction requests such as cost estimates, traffic-related items, project administration, inspection, and project design aspects. He assists City staff with design of in-house Capital Improvement Program projects; resolves design consultant questions; and provides information to various oversight agencies such as Caltrans, Metro, and Los Angeles County Department of Public Works for project funding and approvals. Mr. De Murga and his proposed team members are highly familiar with developing, ongoing, and completed design and construction projects and have first-hand knowledge and experience with major projects such as the East San Fernando Valley Transit Corridor Improvements and the Pacoima Wash Bike Trail Improvements that impact the San Fernando community.

57-Year Track Record

Willdan has extensive experience providing a complete range of engineering services to local agencies on an as-needed and specific-project basis. The firm's capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, landscaping, and mapping. We provide services in all phases of project development, including site analysis and conceptual development, preliminary and final design, and construction management and inspection. Our services involve environmental planning, facility financing, and state-of-the-art computer-aided design. We have direct experience with county, state, and federal processes, regulations, and requirements.

City of San Fernando

October 29, 2012

Page 2

Extensive Experienced Staffing Resources

Willdan's comprehensive engineering and planning services take projects from inception to completion. We assign appropriately trained and highly qualified individuals to each project. Our staff has extensive experience providing services for design engineering, construction management, inspection, geotechnical, surveying, special funding administration, grant writing, plan check, right-of-way engineering with legal descriptions and appraisals, assessment district engineering, transportation planning, and community development. Willdan's 1,500 employees stand ready to meet the City's needs with a quick response. Public contact positions will be filled with staff members who are bilingual in English and Spanish.

Grant Writing and Management

Willdan offers an excellent track record pursuing and securing state/federal funding for various cities and counties with nearly \$45 million in funding secured in the past five years. Our submittals have a greater than 50 percent award rate on competitive state and federal grants. In March 2021, Caltrans released their list of project grant applications selected for HSIP Cycle 10 funding. Willdan submitted 25 grant applications for our clients and successfully obtained funding for 20 of those applications – an 80-percent success rate totaling \$17,816,700.

Knowledge of Government Agencies

Willdan's knowledge of and familiarity with Caltrans, Los Angeles County Department of Public Works, Los Angeles County Community Development Commission, Department of Housing and Urban Development, and Los Angeles County Metropolitan Transportation Authority regulations and requirements are unmatched. Our team members are highly experienced in implementing regulations for National Pollutant Discharge Elimination System Permit, Americans with Disabilities Act, and Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

Director of Engineering Mr. Adel Freij, PE is authorized to make representations and negotiate on behalf of the firm. He can be contacted by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by phone at (562) 364-8486; by cell phone at (562) 760-7752; or by email at afreij@willdan.com.

We thank the City of San Fernando for the opportunity to submit our qualifications for the City Engineering Services contract. We look forward to continuing our successful partnership with City staff.

Respectfully submitted,

Willdan Engineering



Adel Freij, PE
Director of Engineering

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City of San Fernando

Firm Profile

Organizational Structure, History, and Legal Status

Willdan Engineering (Willdan), a California corporation founded in 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nationwide clientele through three firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – offering a portfolio of diversified strengths. Willdan infuses a corporate culture of *Customer-First* throughout our entire staffing resources and all services provided to our clients.



Corporate Officers

Willdan's corporate officers are identified below.

Willdan Engineering Corporate Officers	
Thomas D. Brisbin	Chairman of the Board
Vanessa Muñoz, PE, TE, PTOE	President/Director of Engineering
Creighton Kim Early	Chief Financial Officer/Treasurer
Kate Nguyen	Secretary
Cathaleen D. Steele	Assistant Secretary

Financial Strength



Willdan maintains a strong balance sheet with the financial and staffing resources to perform and complete all contractual obligations. We have continued to grow to better serve our clients by offering a continuously expanding range of services.

Financial information, including information on revenue, earnings, and cash flow, are issued quarterly and can be found at www.willdan.com. There are no pending conditions such as bankruptcy, pending litigation, planned office closure, impending merger, etc. that would impede Willdan's ability to complete the City's City Engineering Services contract.

Relevant Capabilities and Experience

In addition to general on-call engineering and associated services, Willdan's core competencies and experience are in direct alignment with services identified in the City of San Fernando's Request for Qualifications scope of services.

- City Engineer
- Review of Street Improvement Plans (widening and rehabilitations)
- Environmental Study and Document Preparation
- Land Surveying and Map/Easement or Legal Description Preparation
- Hydraulic and Hydrologic Studies
- Engineering Project Management
- Master Planning for Water, Sewer, and Storm Drain Systems
- Storm Drain Improvements/Replacement
- Construction Management
- Community Engagement on CIP Projects
- Services As-Needed by City



City of San Fernando

The matrix below represents a small fraction of the local agencies Willdan serves – or has served – with services similar to the services outlined above. Willdan presents our expertise in services that may be required by the City as additional tasks or services in the Added-Value Advantage subsection of this proposal.

Agency Name		City Engineer	On-Call Engineering/Associated Services	Street Improvement Plan Review	Environmental Studies and Documentation	Land Surveying and Map/Easement or Legal Descriptions	Hydraulic and Hydrologic Studies	Engineering Project Management	Master Planning	Storm Drainage	Construction Management	Community Engagement	Services as Needed
Los Angeles County	City of Bell	■	■	■	■	■	■	■	■	■	■	■	■
	City of Cudahy	■	■	■	■	■	■	■	■	■	■	■	■
	City of El Monte	■	■	■	■	■	■	■	■	■	■	■	■
	City of Inglewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of La Puente	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lakewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lynwood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Paramount	■	■	■	■	■	■	■	■	■	■	■	■
	City of Pico Rivera	■	■	■	■	■	■	■	■	■	■	■	■
	City of Rancho Palos Verdes	■	■	■	■	■	■	■	■	■	■	■	■
	City of Rolling Hills	■	■	■	■	■	■	■	■	■	■	■	■
	City of Rolling Hills Estates	■	■	■	■	■	■	■	■	■	■	■	■
	City of Rosemead	■	■	■	■	■	■	■	■	■	■	■	■
	City of South Gate	■	■	■	■	■	■	■	■	■	■	■	■
	City of Westlake Village	■	■	■	■	■	■	■	■	■	■	■	■
Orange County	City of Brea	■	■	■	■	■	■	■	■	■	■	■	■
	City of Los Alamitos	■	■	■	■	■	■	■	■	■	■	■	■
	City of Placentia	■	■	■	■	■	■	■	■	■	■	■	■
	City of Yorba Linda	■	■	■	■	■	■	■	■	■	■	■	■

Added Value Advantage

Willdan offers a full complement of on-call engineering and planning, energy conservation and efficiency, and financial services designed to meet our clients' community needs and compliance requirements. The services highlighted below are part of Willdan's core competencies routinely provided to our on-call clients.



City of San Fernando**Federal and State-Funded Project and Program Management**

Willdan's staff serves or has served as the contract City/County Engineer for many agencies throughout California in both long-term and interim assignments. In these roles, Willdan often forgoes performing the actual design services for federal and state funded projects and instead serves as the local agency Project Manager involved with developing requests for proposals to solicit these services.

Our team is thoroughly knowledgeable and familiar with regulations pertaining to project delivery requiring expenditures of federal, state, county, and local funds, involving:

- Congestion Mitigation and Air Quality
- Arterial Highway Rehabilitation Program
- Safe, Accountable, Flexible, Efficient Transportation Equity Act
- State Gas Tax
- State Revolving Funds
- State Transportation Improvement Program
- Surface Transportation Program Local
- Highway Bridge Program
- Highway Safety Improvement Program
- Various other grant and funding sources

This knowledge is critical in executing projects funded by federal or state programs that have special permitting and reporting requirements. Willdan routinely utilizes Caltrans LAPM as a technical resource and has coordinated, prepared, and submitted all necessary documentation to Caltrans, FHWA, CPUC, FRFA, CTC, CCC, CDFW, RWQCB, etc. to ensure federal authorization and obligation of funds (E-76) for projects. When requested, Willdan has prepared award packages, invoices, and other required documentation. A brief illustration of our Caltrans exhibit process is provided herein.

**Grant Application Writing**

Willdan offers expertise in funding sources to assist clients with obtaining available funding for current and future capital improvement projects. Our team offers vast knowledge of local/state/federal funding availability, along with administration and procurement requirements, for a wide variety of funding sources.



City of San Fernando

Willdan's staff members have prepared numerous funding and competitive grant applications for various client cities. The applications generally require extensive research to investigate facilities and existing conditions, soliciting support from local civic groups, and completing a detailed cost estimate for project implementation. Representative Los Angeles County agency HSIP funding awards are listed below.

City	Project	Grant	Amount
South Gate	Tweedy Boulevard Pedestrian Crossing Upgrades	ATP	\$4,620,000
Paramount	West Santa Ana Branch Bikeway Phase 2	ATP	\$3,423,000
La Puente	Safe Route to School Plans	ATP	\$200,000
Paramount	Alondra/Passage Traffic Signal Improvements	BCR	\$331,900
South Gate	California Southern Crosswalk Upgrades	BCR	\$1,761,300
El Monte	Peck Road/Santa Anita Avenue Signal Improvements	BCR	\$1,756,000
El Monte	Garvey Avenue / Durfee Avenue Signal Improvements	BCR	\$958,300
Lakewood	Del Amo, Paramount, Centralia Traffic Signal Improvements	BCR	\$2,243,900
Paramount	Rosecrans Avenue Bridge Rehabilitation	HBP	\$2,029,000
South Gate	Garfield Avenue Raised Median Improvements	HSIP	\$1,539,630
South Gate	Long Beach Boulevard Raised Median Improvements	HSIP	\$1,485,810
Inglewood	Centinela Avenue Traffic Signal and Raised Median	HSIP	\$1,377,720
La Puente	Amar Road Traffic signal Improvements	HSIP	\$1,003,100
Inglewood	La Prairie Avenue Traffic Signal	HSIP	\$875,400
La Canada Flintridge	Foothill Boulevard Signal Improvements	HSIP	\$458,700
Rolling Hills Estates	Local Roadway Safety Plan	LRSP	\$72,000
Paramount	Alondra Boulevard Improvements	MTA	\$4,600,000
Paramount	Garfield Avenue Capacity Enhancements	MTA	\$2,600,000
Rolling Hills Estates	Palos Verdes Drive North Bike Lanes	MTA	\$2,441,000
Pico Rivera	Pico Rivera Regional Bikeway Project	MTA	\$2,308,939
Inglewood	Pedestrian and Bicycle Safety	OTS	\$100,000
La Canada Flintridge	Citywide Pedestrian Countdown	Set Aside	\$250,000
Paramount	Pedestrian Crosswalk Upgrades	Set Aside	\$250,000
South Gate	Pedestrian Safety Improvements	Set Aside	\$250,000
El Monte	Garvey Avenue Uncontrolled Crosswalks Improvements	Set Aside	\$250,000
Paramount	West Santa Ana Branch Bikeway – Phase 4	Urban Greening	\$2,932,451
South Gate	Long Beach Boulevard Complete Street Greening	Urban Greening	\$1,779,200

Civil Engineering



Willdan's design personnel serve as contract county/city engineer and client program managers – often in charge of formation and implementation of client capital improvement programs. Our civil engineers offer a full complement of roadway and highway program/project management and administration and project design. Improvement services entail feasibility studies (site evaluation/grading/earthwork); project studies and reports; preliminary and final design; erosion control and site remediation; storm water management; NPDES compliance; utility conflict, ADA,



City of San Fernando

and value engineering analyses; cost estimating and scheduling; and constructability review. Project improvements encompass grading, drainage, roadway widening, pavement management/rehabilitation, water, sewer, major highway, culverts and channels, bridges, and structures.

Traffic Engineering



Willdan's traffic engineering experience and expertise covers all facets of traffic engineering and planning, including city traffic engineering, traffic analysis, design, and management. In addition to our proven expertise in traditional design services such as signing, striping, and traffic signal and street lighting design, our traffic engineers are skilled in sophisticated computer-based applications such as arterial corridor and network signal coordination studies. They are proficient in traffic impact analysis and evaluation of transportation systems management, transportation demand management, and intelligent transportation systems strategies.

Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying and recommending traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Our traffic design team prepares traffic engineering designs to warn, regulate, and guide traffic and develop geometric design and channelization, traffic signal and street lighting plans, parking lot designs, and traffic control plans. They routinely lend their expertise for studies, reports, and designs for other improvements such as neighborhood traffic management/traffic calming, traffic impacts, school area and pedestrian safety, crosswalk visibility enhancements, traffic impact fees, local road safety plans and safe routes to school, signal timing, and traffic circulation for local and federally funded projects.

Survey and Right-of-Way Engineering



Willdan provides surveying, mapping, and right-of-way engineering services for major transportation improvements, street widenings, sewer and water improvements, and urban redevelopment. Willdan's survey and right-of-way engineering team members prepare and/or review easement documents, lot line adjustments, parcel and tract maps, legal descriptions, dedications, and vacations to ensure compliance with applicable regulation and code requirements.

Field services provided by Willdan and/or our subconsultants include design survey and construction staking; monument restoration; topographic, and boundary surveys, right-of-way surveys and engineering, and ensuring maps and documents are drawn to the Subdivision Map Act standards for recordation. Our surveyors and GIS specialists are experienced with preparing horizontal and vertical control networks utilizing GPS survey and conventional total station and differential level survey procedures throughout California.

Utility Coordination and Permitting



Utility coordination – a critical path activity from design through construction – involves subsurface utility engineering, conflict analysis, communication, and cooperation with utility owners regarding project requirements, and construction observation or inspection of utility relocations. Successful coordination begins with early contact between utility owners and the project team. Willdan's utility coordination staff members routinely conduct discussions with agency staff and utility owners to ensure stakeholders are aware of utility conflicts and assist with relocation.

Our utility coordinators are knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types. Our coordinators maintain close relationships with utility companies to ensure close communication and accurate data is transmitted to accurately identify existing lines. They work closely with cities throughout the Los Angeles County region to obtain public works encroachment permits for the utility companies.



City of San Fernando

Geotechnical Engineering

Willdan provides a full gamut of geotechnical services involving geotechnical engineering, earthquake engineering, engineering geology, and materials testing. Services encompass studies, third-party reviews, subsurface exploration, geologic and seismic hazard assessment and mitigation, slope erosion investigation and stabilization, soil testing, materials inspection, engineering and pavement analyses, landslide investigation and repair evaluation, construction support (soils and materials testing and inspection), and special studies.

Willdan's soils and materials testing laboratory is certified by Caltrans and participates in the AMRL and CCRL proficiency programs.

Labor Compliance

Willdan has been providing labor compliance services for over 35 years. Through this experience, our staff has developed an extremely efficient compliance management system – perfected through continual review and updates – that maximizes efficiency, minimizes cost, and provides our clients with a high level of comfort about project progress. Our labor compliance staff members have completed monitoring and enforcement assignments for public agencies throughout California. Of particular note, is our expertise and experience with local Los Angeles County cities such as Downey, El Monte, Hawaiian Gardens, Inglewood, La Puente, Lakewood, Lynwood, Norwalk, Paramount, Pico Rivera, Rancho Palos Verdes, South Gate, Venice Beach, and Whittier. Willdan's staff serve as the labor compliance officer for several multi-million-dollar joint-venture efforts between the City of Los Angeles and Skid Row Housing Trust to build affordable housing in Downtown Los Angeles. We understand the unique contract requirements that can apply to each project and can assist with enforcing labor compliance standards on any project type.

Landscape Architecture

Willdan's landscape architecture services entail planning, design, management, and nurturing of built and natural environments. Our landscape architects are well versed in planning, designing, and improving built and natural environments that can be enjoyed by whole communities. Our designs incorporate art, environment, engineering, architecture, and sociology for improvements such as parks/playgrounds, school/college campuses, neighbor and commercial streets, major thoroughfares and arterial roads, trails and paths, civic buildings such as museums and city halls, residences and commercial centers, and other projects that strengthen the community and the surrounding environments. Our designs incorporate art, environment, engineering, architecture, and sociology for improvements such as parks/playgrounds, school/college campuses, neighbor and commercial streets, major thoroughfares and arterial roads, trails and paths, civic buildings such as museums and city halls, residences and commercial centers, and other projects that strengthen the community and the surrounding environments.

Our landscape architectural team members offer extensive knowledge in landscape architecture design principles, natural systems, plant materials, construction techniques and materials, graphic arts, computer applications, and ecology. They collaborate with urban planners, civil engineers, architects, construction managers, geoscientists, environmental scientists, hydrologists, surveyors, and others to mitigate aesthetic, physical, legal, ethical, functional, and ecological challenges and ensure compliance with a focus on site analysis, user needs, programming, site design, landscape preservation, land management/reclamation, conservation, and arboriculture.

Assessment District Engineering

Willdan's assessment district engineering and administration team members are seasoned and experienced financial professionals and economists. Their experience and expertise are dedicated to maximizing revenue and helping build a sustainable financial future for our public agency and utility clients. We are comprehensive in our approach and clear and concise in our recommendations and presentations. Our public finance project managers understand each agency is unique and strive to make recommendations within the context of each client's local



City of San Fernando

issues—political, financial, and economic. Our team members continuously educate themselves on the latest legal and economic factors affecting client financial futures by making presentations, teaching courses, and actively participating in a broad range of industry associations.

Our staff is highly capable of assisting with formation of special financing districts such as community facilities districts, assessment and/or maintenance districts, and property/business improvement districts).

SWPPP/WQMP Compliance

Willdan's stormwater specialists include Qualified SWPPP Practitioners and Developers. These certified and highly-trained staff members team with our engineering design and construction management staff to develop effective SWPPPs conforming to the state's construction general permit and appropriate municipal stormwater permits. Willdan's construction observers are trained to review the submitted plan and assist with submittal of NOI applications to the state. Our team is highly skilled at verifying best management practices and monitoring establishment, maintenance, and modification of SWPPP measures. They work closely with contractors to ensure each SWPPP specific specifications are understood and implemented. Willdan works extensively with regulatory staff and utilizes resources and guidelines by the California Stormwater Quality Association to maintain a comprehensive understanding of permit requirements.

Added Value Experience

Willdan's added-value services are provided to clients on a daily basis through over 200 active on-call/as-needed engineering contracts. A representative sampling of Willdan's added-value experience for our Los Angeles County clients is provided in the matrix below.

Agency Name		Extension of Staff	Grant Application/ Fund Administration	State/Federal Project Management	Civil Engineering	Traffic Engineering	Survey and Mapping	Utilities Engineering	Materials Testing	Labor Compliance	Landscape Architecture	Assessment District Engineering	SWPPP/WQMP
Los Angeles County	City of Bell	■	■	■	■	■	■	■	■	■	■	■	■
	City of Cudahy	■			■	■	■	■	■	■	■		
	City of El Monte	■	■	■	■	■	■	■	■	■	■		■
	City of Inglewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of La Puente	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lakewood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Lynwood	■	■	■	■	■	■	■	■	■	■	■	■
	City of Paramount	■	■	■	■	■	■	■	■	■	■	■	■
	City of Pico Rivera		■	■	■	■	■	■	■	■	■	■	■
	City of Rancho Palos Verdes	■	■	■	■	■	■	■	■	■	■		■
	City of Rolling Hills	■			■	■	■	■	■	■	■		■
	City of Rolling Hills Estates	■	■	■	■	■	■	■	■	■	■		■
	City of Rosemead	■	■	■	■	■	■	■	■	■	■	■	■
	City of South Gate	■	■	■	■	■	■	■	■	■	■		■
	City of Westlake Village	■	■	■	■	■	■	■	■	■	■	■	■



City of San Fernando

Relevant Local Government Agency Project Experience

City of San Fernando Experience

Willdan has been providing as-needed services for the City of San Fernando since 1999. Services encompass assignments and projects involving civil, geotechnical, drainage, and traffic engineering; survey and mapping; grant funding administration; municipal finances; construction management and inspection; and other relevant services for capital improvement projects such as Glenoaks Boulevard Signal Timing Coordination, Pedestrian Head Replacement HSIP Improvements, Fourth Street Parking Lot Improvements, Workman Road and Phillippi Street Flooding Improvements, and Glenoaks Boulevard Resurfacing Improvements. A more comprehensive project history is provided below. In addition to the technical services provided, Willdan's staff attend meetings, coordinate with City staff, consultants, and contractors, and assist the City as needed to implement the City's improvements.



Services Provided

- | | | | |
|--------------------------|-------------------------------|----------------------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Drainage and Flood Control | ▪ Survey/Right-of-Way Engineering | ▪ Labor Compliance |
| ▪ Civil Engineering | ▪ NPDES Compliance | ▪ Geotechnical Engineering/Materials Testing | ▪ Assessment District Engineering |
| ▪ Traffic Engineering | ▪ Project Management | ▪ Construction Engineering/Management | ▪ User Fee Reviews |
| ▪ Plan Review | ▪ Environmental Documentation | | ▪ Construction Inspection |
| ▪ Grant Application | | | ▪ Miscellaneous Tasks |
| ▪ Funding Administration | | | |



City of San Fernando Contract Highlights

- ★ Provide insight and guidance on light rail project development
- ★ Safe Route to School Cycles 1 and 2 and Glenoaks Boulevard Resurfacing Improvements community outreach – personally performing door-to-door outreach for businesses and residents
- ★ Project and construction management as needed for CIP projects



City of San Fernando Project History

- | | |
|-----------------------------------------------------------------|--------------------------------------------------------------------------|
| ↳ Glenoaks Boulevard Signal Timing Coordination | ↳ Citywide Connector Pipe Screen Installation |
| ↳ Well No. 7a Compliance Reporting and Training | ↳ Upper Los Angeles River Enhanced Watershed Management NPDES Compliance |
| ↳ On-Call Water Quality Services | ↳ Street Resurfacing Program Design Services |
| ↳ On-Call Geotechnical Services | ↳ On-Call Planning Services |
| ↳ On-Call NPDES Services | ↳ Fourth Street Parking Lot Improvements |
| ↳ On-Call Engineering Services | ↳ Workman Road and Phillippi Street Flooding Improvements |
| ↳ HSIP Cycle 8 Traffic Signal Improvement Project No. H8 07 046 | ↳ Upper Los Angeles River Enhancement Watershed |
| ↳ Enhanced Watershed Management Plan FY2018/2019 | ↳ On-Call Traffic Engineering Services |
| ↳ Glenoaks Boulevard Resurfacing Improvements | ↳ Planning Services |
| ↳ On-Call Federal and State Funding Administration | ↳ Fourth Street Parking Lot |
| ↳ Safe Route to School Cycle 7 Inspection | ↳ Park Avenue Utility Trench |
| ↳ Pedestrian Head Replacement HSIP Improvements | ↳ Traffic Safety Study |
| | ↳ On-Call Landscape Lighting District |
| | ↳ Development Impact Fee |
| | ↳ Cost Allocation Plan and User Fee Study |
| | ↳ Tesla Parking Lot Improvements |



City of San Fernando

- | | |
|-------------------------------------------------------------|--------------------------------------------------------------------------------|
| ✚ Workman Street Storm Drain Improvements | ✚ Truman Street and San Fernando Mission Boulevard Traffic Signal Improvements |
| ✚ Pacoima Wash Bikeway | ✚ East San Fernando Valley Transit Corridor |
| ✚ Brand Boulevard Middle School LAUSD Striping Improvements | ✚ San Fernando Mall Decorative Lights |
| ✚ Park Infiltration Improvements | ✚ Downtown Restaurant Sidewalk Dining |
| ✚ Citywide Speed Zone Study | ✚ City Parking Lot No. 5 Modifications |
| ✚ Pacoima Wash Bikeway | ✚ Workman Street Storm Drain Improvements |
| ✚ Future Foothill Boulevard Reservoir Site Improvements | ✚ Dronefield Reservoir Driveway Improvements |
| | ✚ Glenoaks Bridge over Pacoima Railing Installation |
| | ✚ Upper Reservoir Replacement |

Similar On-Call Services Experience

On-call engineering services are the center of Willdan's foundation – being the core of Willdan's founding in 1964. We have strengthened our services by incorporating former public agency staff who understand the importance and purpose of on-call contracts and are very familiar with the processes and procedures for such services. Within the past seven years, Willdan has completed task orders for over 200 on-call contracts. This relevant experience of our dedicated and available key personnel includes both federal and non-federal projects – making Willdan highly suited to provide the City with the requested services. Representative contracts are provided below.

General Engineering Services**Client Name**

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Service Dates

1978 to Present

**Services Provided**

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Development Review | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |

**City of Paramount Contract Highlights**

- ★ West Santa Ana Branch Bike and Pedestrian Trail Phase 2 – secured funding and provided project management and fund administration for a \$3.5 million ATP grant for the improvements
- ★ Garfield Avenue Widening – secured \$2.6 million from Interstate 710 Early Action Program to widen the main arterial and add a third lane in each direction and provided design for the improvements
- ★ Salud Fitness Park - design and construction management/inspection for the \$5 million improvements
- ★ West Santa Ana Branch Bike and Pedestrian Trail Phase 4 – secured and administered \$3.0 million in Urban Greening funding for the design and construction of the improvements



City of San Fernando



City of Paramount Representative Project History

↗ SSMP Update	↗ Pavement Management System FY 2019/20
↗ West Santa Ana Bicycle and Pedestrian Trail – Phase IV	↗ CalRecycle RAC Grant Application and Management
↗ Garfield Avenue at 70th Street Traffic Signal Installation	↗ Active Transportation Program Cycle 4 Grant Application
↗ Alondra Boulevard at Passage Way Traffic Signal Installation	↗ Annual Sidewalk Improvements FY 2017
↗ Neighborhood Street Resurfacing – 2021	↗ Pavement Management System Update
↗ Arterial Street Resurfacing – 2020	↗ Garfield Avenue Improvements
	↗ Century Boulevard Medians

Contract City Engineer and Traffic Engineer Services

Client Name

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Service Dates

1999 to Present



Services Provided

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ Development Review |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ ADA Compliance |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Regulatory Permit | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Public Outreach | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Sanitary Sewer Engineering | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Funding Administration | ▪ Construction Inspection | ▪ Miscellaneous Tasks |
| ▪ Grant Writing | | |



City of Los Alamitos Contract Highlights

- ★ Cerritos Avenue Street Improvements - design and construction management/inspection for \$800,000 widening, rehabilitation, and ADA compliant improvements
- ★ Los Alamitos Boulevard Median Improvement - design and construction management/inspection for the \$5 million project
- ★ Neighborhood ADA Access Ramp and Old Town Street Improvements - design and construction management/inspection for the \$600,000 ramp and street improvements



City of Los Alamitos Representative Project History

↗ Citywide Alley Reconstruction	↗ Cottonwood Park and Greenbrook Neighborhood and Community Center
↗ Citywide Commercial Street Improvement	↗ Pavement Management Plan FY 2019 and 2021
↗ Old Dutch Haven Street Rehabilitation	↗ 17-Location Engineering and Traffic Survey
↗ Catalina Truck Crossing	↗ Howard Street CDBG Improvements
↗ Fenley Pump Station remodel	↗ Housing Element Update
↗ Los Alamitos Boulevard Median Improvements	↗ Code Enforce and Building and Safety Services
↗ Citywide ADA Ramp and Sidewalk Upgrades	↗ On-Call Plan Review
↗ Temporary Planning Assistance	



City of San Fernando

As-Needed Engineering Services

Client Name

City of Inglewood
One West Manchester Boulevard
Inglewood, CA 90301

Service Dates

2003 to Present



Services Provided

- | | | |
|-----------------------------------|-----------------------------------|-----------------------------------|
| ▪ Traffic Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Civil Engineering | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Traffic Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Landscape Architecture | ▪ Development Review | ▪ Materials Testing |
| ▪ Storm Drain Engineering | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Sanitary Sewer Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Event Based Planning Operations | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |

**City of Inglewood Contract Highlights**

- ★ Secured over \$5.5 million in HSIP, OTS, and MTA Call for Projects funding
- ★ Completed both design and construction management of Inglewood Transit Center in 14 months – performing design, construction management, utility relocation, geotechnical engineering, hydrology study, storm water mitigation, parking lot and pedestrian lighting, landscaping, on-site pedestrian amenities, and security systems for 4-acre site
- ★ Secured \$2.9 million of federal funding through Cycles 8 and 9 of the Highway Safety Improvement Program for needed safety improvements and provided grant administration and design services for project such as:
 - Centinela Median, ADA, and Traffic Signal Improvements – HSIPL-5164(033)
 - La Brea/Prairie Traffic Signal Improvements – HSIPL-5164(031) and (032)
 - Citywide Pedestrian Countdown Replacement – HSIPL-5164 (030)
 - La Brea Avenue/Hardy Street Traffic Signal Grant Application – HSIP Cycle 10
- ★ SoFi Stadium – developed the Transportation Management and Operations Plan (TMOP) with flexibility to be adjusted for future conditions as each stakeholder facility completes construction with Phase I including coordination of multiple stakeholder meetings; preliminary schedule and TMOP framework. Phase II involving developing the comprehensive TMOP and Phase III implementation of the Citywide permit parking program, pre- and post-event signal coordination timing; pre-event and post event traffic control plan for three type of event thresholds, shuttle service programs, and event day parking rates.

**City of Inglewood Representative Project History**

- | | |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| ↳ Citywide Transparency Intersection Graphics | ↳ Florence Avenue Corridor Improvements |
| ↳ Citywide Streets and Alleys Pavement Rehabilitation | ↳ On-Call CDBG Pavement Engineering |
| ↳ Local Roadway Safety Plan | ↳ State Route 9 ADA Improvements |
| ↳ City Hall Cooling Tower | ↳ Police Station Locker Room Renovation |
| ↳ Van Ness Improvements | ↳ Imperial Highway Pavement and Traffic Signal Improvements – Prairie Avenue to Van Ness Avenue |
| ↳ Citywide LACMTA Bus Stop Inventory | ↳ La Brea Avenue/Hardy Street Traffic Signal Modification |
| ↳ Traffic Signal and Intelligent Transportation Systems Standard Specifications | |



City of San Fernando

- | | |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| ↺ Centinela Avenue HSIP Street Improvement and Traffic Signal Modification | ↺ Prairie Avenue Resurfacing – Imperial to Manchester Boulevard |
| ↺ Citywide Engineering & Traffic Survey – 76-Segment Recertification | ↺ Los Angeles World Airport ITS Improvements Traffic Signal Communication Plan |
| ↺ Centinela Avenue Street Improvements – La Cienega Boulevard to Florence Avenue | ↺ Vincent Park Turf Installation |
| ↺ La Brea Avenue Realignment and Reconfiguration Phase III HPLUL 5164(024) | ↺ Pavement Management Program Upgrade |
| ↺ La Cienega Boulevard Improvements | ↺ La Tijera Elementary School Safe Route to School Cycle 9 Infrastructure Improvements |
| ↺ Inglewood Boulevard Pavement Rehabilitation | ↺ La Brea Avenue/Prairie Avenue HSIP Cycle 8 Traffic Signal Modification |
| ↺ Imperial Highway Traffic Improvement Plan – Prairie Avenue to Van Ness Avenue | ↺ As-Needed Building Safety Inspection |
| ↺ ITS Gap Improvements | ↺ Proposition 218 Review |
| ↺ Pedestrian Crossing Improvements – HSIP Cycle 9 | ↺ Annual Streets and Alleys Rehabilitation FY 2014/15 |
| ↺ Service Center Yard Roofing/Waterproofing | ↺ Development Impact Fee Update |
| ↺ Public Parking Lots Signing and Striping Improvements | ↺ Century Boulevard Water Main Replacement |
| | ↺ City Hall 450-Ton Chiller Adjustable Frequency Drive |

As-Needed Engineering Services

Client Name

City of Bell
6330 Pine Avenue
Bell, California 90201

Service Dates

2014 to Present



Services Provided

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Geotechnical Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Materials Testing |
| ▪ Traffic Engineering | ▪ Development Review | ▪ GIS Mapping and Database |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ Potable Water Distribution |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Storm Water Quality/Master Plan |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Labor Compliance |
| ▪ Funding Administration | ▪ Construction Management | ▪ Event Based Planning Operations |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |



City of Bell Contract Highlights

- ★ Citywide Traffic Signal Inventory Assessment for 31 Signalized Intersections – as part of the assessment development phased programming for upgrades, compiled necessary data and prepared two competitive HSIP Cycle 9 applications for \$2.4 million in traffic signal improvements
- ★ Bus Route Study – analyzed the expansion of existing service route vs. development of new route to provide service to Slawson Occupational Center and performed public outreach
- ★ Prichard Fields Park – design/build project to develop a 1.6-acre vacant lot with park improvements funded through a \$4,499,000 Prop 68 grant award as a result of an application Willdan prepared and submitted to Natural Resources Agency Department of Parks and Recreation's competitive grant program



City of San Fernando



City of Bell Representative Project History

- | | |
|-----------------------------------------------------|------------------------------------------------------|
| ↳ SB1 Street Improvements FY20/21 | ↳ Citywide Sidewalk Repairs |
| ↳ LED Street Name Sign Replacements | ↳ 2020/2021 Water Quality Services |
| ↳ Gage Avenue Bus Shelters | ↳ SB1 Pavement Rehabilitation Improvement FY 2019/20 |
| ↳ SSMP Update | ↳ Clarkson Avenue Improvements |
| ↳ Beck Avenue and Orchard Avenue Sewer Improvements | ↳ Urban Flood Protection Grant Applications |
| ↳ HSIP Cycle 10 Grant Applications | ↳ Transit Route Study |

City Engineering Services

Client Name

City of La Puente
15900 East Main Street
La Puente, CA 91744

Service Dates

1996 to Present



Services Provided

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Development Review | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |



City of La Puente Contract Highlights

- ★ Grant funding applications for Active Transportation Program, Safe Routes to School, HSIP, and other funding sources totaling approximately \$2.4 million over the past five years
- ★ Valley Boulevard Retaining Wall Phases I, II, and III – design and construction management/inspection for a \$3.0 million retaining wall spanning 3,000 feet long and over 14 feet high
- ★ Amar Road Traffic Signal HSIP Cycle 6 Modifications – secured grant and provided design, construction management, and funding administration for the \$1.0 million HSIP-funded program involving nine traffic signal modifications along the arterial roadway



City of La Puente Representative Project History

- | | |
|------------------------------------------------------------------|------------------------------------------------------------------------|
| ↳ Street Improvements on Various Streets FY 2020-21 | ↳ Valley Boulevard Sanitary Sewer Improvement and Pavement Resurfacing |
| ↳ Slurry Seal Program on Various Streets FY 2020-21 | ↳ La Puente Park Sewer and Park Improvements |
| ↳ Annual Ms4 Report FY12018/19 | ↳ MS4 NPDES Permit for Fiscal Year 2017/18 |
| ↳ Local Road Safety Plan | ↳ HSIP Cycle 8 Improvements |
| ↳ Amar Road and Willow Avenue Traffic Signal Safety Improvements | ↳ Active Transportation Program Cycle 4 Grant Application |
| ↳ Ian C. Calderon Skatepark and Basketball Court Improvements | ↳ Public Works Yard Access Road |
| | ↳ SSMP Update |



City of San Fernando

General Engineering Services

Client Name

City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Service Dates

1998 to Present



Services Provided

- | | | |
|------------------------------|-----------------------------------|-----------------------------------|
| ▪ City Engineer | ▪ Project Management | ▪ ADA Compliance |
| ▪ Traffic Engineer | ▪ Environmental Documentation | ▪ Assessment District Engineering |
| ▪ Civil Engineering | ▪ Survey/Right-of-Way Engineering | ▪ Geotechnical Engineering |
| ▪ Traffic Engineering | ▪ Development Review | ▪ Materials Testing |
| ▪ Landscape Architecture | ▪ Regulatory Permit | ▪ GIS Mapping and Database |
| ▪ Storm Drain Engineering | ▪ Public Outreach | ▪ Potable Water Distribution |
| ▪ Sanitary Sewer Engineering | ▪ Construction Engineering | ▪ Storm Water Quality/Master Plan |
| ▪ Funding Administration | ▪ Construction Management | ▪ Labor Compliance |
| ▪ Grant Writing | ▪ Construction Inspection | ▪ Miscellaneous Tasks |

**City of Rolling Hills Estates Contract Highlights**

- ★ Palos Verdes Drive North Bike Lane – secured \$2.9 million in federal funding for design, environmental clearance, and construction management; secured matching funds through SR2S; and provided design, grant administration, and construction management for the APWA award-winning improvements
- ★ Annual Resurfacing Programs – secured \$250,000 in CalRecycle Grant funding for overlay improvements and subsequent-years funding allowed per grant guidelines.
- ★ Cal Water Construction Traffic Control Plans – prepared plans and coordinated with City to ensure daily commutes for City residents and commuters using the City as a gateway access to other jurisdictions were minimally impacted due to multiple required closures – thereby avoiding miles-long detours

**City of Rolling Hills Estates Representative Project History**

- | | |
|------------------------------------------|--------------------------------------------------|
| ↳ John Taber Trail Improvements | ↳ 2019 Street Resurfacing Improvements |
| ↳ Dapplegray Lane Widening Improvements | ↳ Pocket Park Improvements |
| ↳ 2020 Pavement Management System Update | ↳ 2018 Annual Resurfacing |
| ↳ 2020 Resurfacing Improvements | ↳ Storm Drain Rehabilitation |
| ↳ Rolling Hills Road Bike Lane Concept | ↳ CalRecycle RAC Grant Administration 2015 |
| ↳ John & Lynn Taber Grove Park – Phase 1 | ↳ Peter Weber Equestrian Center Labor Compliance |

General Engineering Services

Client Name

City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714

Service Dates

2000 to Present



City of San Fernando

Services Provided

- Civil Engineering
- Traffic Engineering
- Landscape Architecture
- Storm Drain Engineering
- Sanitary Sewer Engineering
- Funding Administration
- Grant Writing
- Environmental Documentation
- Project Management
- Survey/Right-of-Way Engineering
- Development Review
- Regulatory Permit
- Public Outreach
- Construction Engineering
- Construction Management
- Construction Inspection
- ADA Compliance
- Assessment District Engineering
- Geotechnical Engineering
- Materials Testing
- GIS Mapping and Database
- Potable Water Distribution
- Storm Water Quality/Master Plan
- Labor Compliance
- Miscellaneous Tasks



City of Lakewood Contract Highlights

- ★ Lakewood Boulevard Regional Corridor Capacity Enhancement – provided design, CEQA environmental documentation, grant funding for the complete-/green-street enhancement; secured \$3.0 million through Measure M for design; and submitted application for a \$25.0 million RAISE grant for construction funding
- ★ Bolivar Park Stormwater and Runoff Capture – performed construction management for the \$11.0 million stormwater diversion and treatment facilities to reclaim water for irrigation – the first project of its kind in Southern California
- ★ Lakewood Boulevard/Del Amo Boulevard Intersection Improvements – secured funding and provided design, construction management, and funding administration for the \$4.5 million dual left-turn lane improvements



City of Lakewood Representative Project History

- ↗ RAISE Grant Application
- ↗ Lakewood Boulevard and Hardwick Street Intersection Traffic Signal Modification
- ↗ Local Roadway Safety Plan
- ↗ Del Amo Boulevard and Lakewood Boulevard Intersection Improvements
- ↗ Lakewood Boulevard Regional Corridor Capacity Enhancement
- ↗ HSIP Cycle 10 Grant Application
- ↗ Street Resurfacing FY 2020/21
- ↗ Three-Neighborhood Parking Intrusion Study
- ↗ Golden State Water Acquisition Feasibility Study
- ↗ Mayfair Park Stormwater and Runoff Capture
- ↗ Lakewood Boulevard Improvements CEQA Documentation

Management Philosophy

Willdan understands the most successful program management approach is one that delivers the best value, a superior staff, and exceptional service to the City of San Fernando. Our corporate culture of *Customer-First* is the foundation of our program management approach. Willdan instills the operational philosophy of always serving the best interest of our clients across our company, offices, programs, and people from the president to technical staff to administrative support staff. This philosophy is the driving force behind the success of our past and current on-call contracts.

Our history of working with on-call contracts has well prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and deliver an end product our clients envision and embrace. We begin our approach by adhering to these basic principles:

Successful Management of
City Task Orders

- Willdan's management approach has been proven on past City of San Fernando task order assignments to be effective in delivering services on time, within budget, and to the City's satisfaction.



City of San Fernando

- Approach each project with a spirit of resourcefulness and excellence
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standards

From Day 1, Willdan has maintained a business strategy focused on providing services to only public agencies. Today, 98 percent of our business is with public agencies. This strategy prevents potential conflicts of interest with private enterprises conducting business with our public agency clients or within their jurisdictions.

Unique to Willdan is our understanding of public agency needs and issues. Willdan's professionals often serve to extend our clients' staff in the capacity of public works officials such as city engineer, city surveyor, and city public works director; city public works officials such as city engineer, city traffic engineer, city planning director, and city building officials; and other city positions. Many staff members provide the added value of having served in public agency management positions prior to joining Willdan.

Willdan's *Customer-First* corporate culture is at the forefront of all our staff's day-to-day work environment. Our clients' best interests are at the heart of our services.

Technical Approach

As City Engineer, Mr. Emilio De Murga, PE will serve as the single point of contact to City staff. Upon receipt of a project assignment, Mr. De Murga will analyze the project and discuss his findings with Mr. Christopher Kelley, PE, QSD/P in his role as Project Manager. Together, they will select a Discipline Manager with the appropriate qualifications and experience to ensure tasks are completed in accordance with the City's goals and visions. Together, they will select qualified team members to provide technical support for the project.

Mr. De Murga will convey all important matters to the assigned Discipline Manager and the selected project team as appropriate. The Discipline Manager will, then, take full responsibility for understanding the project requirements, detailing the project scope requirements, and estimating the fee to complete the project effectively and efficiently. The assigned Discipline Manager will maintain the team members assigned to the project from beginning to end. This means the same individuals responsible for design elements are the same individuals reviewing shop drawings, preparing as-built plans, or responding to questions during the bidding or construction process. This management approach has been proven on past projects to be effective in delivering projects on time, within budget and to the client's satisfaction. The six key components of this approach are:



Our Clients Are Our Priority







- Thorough review of project scope to avoid cost overruns
- Quick response to concerns or questions
- Staff trained to look ahead for potential project issues
- Regular financial progress reports provided to City staff
- Detailed, project-specific quality assurance procedures maintain quality, provide proper quality control, and mitigate our clients' potential liability
- Our clients' project needs are the main focus of all services provided

Elements of Approach

- Fully understand project scope and City objectives
- Review each project in detail
- Agree on course of action
- Assess and approve



City of San Fernando

	Project Reporting and Meeting <p>Mr. De Murga will develop regular progress reports to be delivered electronically to key City of San Fernando staff using a standard memorandum format developed by our team and as approved by the City. Regular progress meetings will be conducted by Mr. De Murga to acquire information, keep staff informed of key design decisions, and obtain staff concurrence on project issues.</p>
	Staffing and Resource Management Plan <p>Willdan is completely committed to providing the staffing and resources required to complete projects under this contract on schedule and with high quality. To ensure we meet this commitment, we prepare labor projections for all projects. Projections are made for each individual project and then aggregated by the technical director to produce division/office-wide labor needs and identify shortages or surpluses.</p> <p>Mr. Kelley will work with Mr. De Murga to select appropriate qualified Discipline Managers, address and resolve client project concerns, ensure our quality assurance plan is carried out, and achieve the City's project stated goals. Labor planning will be conducted on an individualized basis. Assigned Discipline Managers will calculate the required hours to complete each task. This data will be input into our project staffing needs plan on a weekly basis.</p> <p>For activities that do not require a specific person (i.e., draftsman, technical aide, word processing, etc.), this estimate will be done on a position basis. Project staffing assignments will match the experience of personnel with the degree of project complexity. Because resources are often shared for any given project, our project managers are very involved in our staff workload projections.</p>
	Project Initiation <p>Our project approach includes our dedication to meet early with City of San Fernando staff to finalize the scope, schedule, and process, as discussed above. The assigned Discipline Manager – together with Mr. De Murga – will hold a kick-off meeting with key City staff outlining the project schedule, specific needs, and project information as appropriate. The Discipline Manager will prepare the meeting agenda and notes and provide them to City staff in a timely manner. Once approved by the City, Willdan will await a notice to proceed from the City of San Fernando. Once received the project officially begins.</p>
	Project Objectives <p>The objectives of any project are essentially the objectives of the City of San Fernando. Prior to initiating Willdan's efforts, a thorough understanding of City concerns and objectives is essential to ensure project success. Willdan will work closely with City staff and other involved agencies to identify specific goals, objectives, and challenges. The initial project scope and needs assessment are vital since the City of San Fernando and other involved agencies' goals could impact the schedule and overall cost.</p>
	Project Scoping <p>Once the Discipline Manager has identified the City of San Fernando's goals for a project, the Discipline Manager will work with Mr. De Murga to develop a comprehensive scope that clearly identifies the various tasks and associated deliverables – a critical component to ensure an effective and attainable project schedule.</p>
	Scheduling <p>Scheduling is a key component in any design process or project assignment. It enables the team to effectively deliver an on-time, within-budget project. It provides City staff and other reviewing agencies with the information they need to mobilize resources for timely reviews of project deliverables. After task requirements are identified, the Discipline Manager will work closely with Mr. De Murga to determine staff availability. Tasks will, then, be allocated to project team members, depending upon the workload and skill sets relative to the scope.</p>

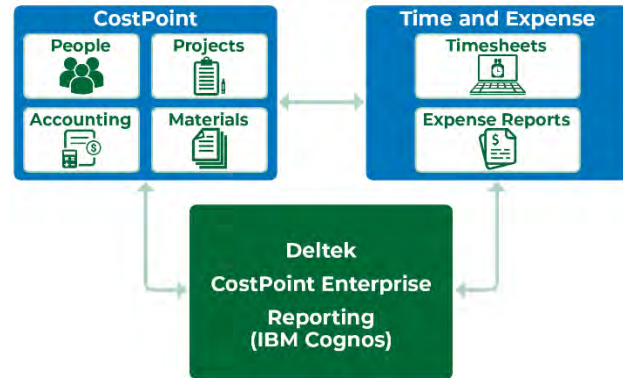
Financial Management and Accounting System Requirements

Willdan uses Deltek CostPoint accounting software – a Caltrans- and federally-compliant software tracking system for time and financial reporting providing enhanced compliance features to help municipal agencies track project services and costs. The key benefit of the Deltek system is the advantage that Costpoint offers government contractors with unparalleled project management, accounting, labor, reporting and compliance features. It was built specifically for – and has been adopted by thousands of – government contractors and earned the trust of federal agencies and their auditors. It helps ensure Willdan has total Defense Contract Audit Agency compliance and keeps us in sync with DFARS and SOX compliance.



City of San Fernando

Willdan's financial accounting system is maintained on the accrual basis of accounting. We maintain an integrated job order cost accounting system for recording and accumulating costs incurred under our contracts, wherein on-call contract task orders and subcontractors are assigned individual project sub-codes. Willdan has successfully passed pre-audit and post-audit approvals for projects subject to Caltrans conditions and processes. Willdan's accounting system is capable of segregating direct costs from indirect costs. Indirect costs methodology and allowable costs are consistent with all federal accounting requirements.



Willdan maintains a current Caltrans approved indirect cost rate for federal-aid projects that is fully compliant with 48 CFR Part 16.301-3 Limitations, 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 48 CFR Part 31 Contract Cost Principles and Procedures.

Willdan will meet all City requirements for billing. During the contract start-up period, our proposed Principal-in-Charge Mr. Adel Freij, PE will meet with City staff and review the submittal requirements and format to ensure any updated City requirements will be incorporated into the billing format and provide consistent monthly reporting of project costs. Willdan will then create invoices and review them with City staff for the first several months to ensure error-free smooth processing. All systems will be tested to ensure the City of San Fernando has all necessary data in a format required for each task order.



Understanding of Scope of Work

The City of San Fernando is seeking to hire a qualified consultant to provide general city engineering services. As part of these services, the consultant must provide an experienced state-licensed civil engineer to serve onsite at City Hall for two days each week. This individual will represent the City and undertake the role of City Engineer along with carrying out all responsibilities of that role. Willdan understands the scope and the intent of the City's Request for Qualifications is to retain the most qualified, cost-effective consultant to perform the specified services. Willdan will provide the requested services below.

Review of Street Improvement Plans (widening and rehabilitations)

Our approach and work scope for review of street and transportation improvements varies with the type of project assigned. Our experiences involve a full range of project size – from local street rehabilitation to multi-million-dollar highway, transit corridor, and rail station projects. Willdan has provided engineering design, review, and construction management for hundreds of roadway improvement, rehabilitation, and resurfacing projects. Our experience with asphalt-rubber hot-mix is unsurpassed – dating back to the first Southern California asphalt rubber project bid in 1989.

Street improvement plans will be checked under the direct supervision of a registered civil engineer. Improvement plan reviews will include, but not necessarily be limited to, street and drainage plans, sewer and water plans, hydrology and hydraulic studies, preliminary drainage studies, FEMA requirements and design connections to existing systems, landscape and irrigation plans, bridge and structure plans, traffic signal plan, signing and striping plans, and park improvement plans. Specifically, the following tasks can be performed with the City's direction:

- Check plans for compliance with general design criteria established by the City standards for streets, curbs, gutters, sidewalks, street lights, drive approaches, storm drain and flood control systems, underground wet utilities, traffic signals, and signing and striping as directed by City.
- Check street improvement plans for compliance with City and County standards and design guidelines and check grading, street, and storm drain plans for conformance.
- Check street improvement plans for compliance with City conditions of approval and the approved tentative map, as directed by City.
- Check street improvement plans against easement documents, record maps, and right-of-way documents and determine need for permanent easements, additional right-of-way, or temporary easements, as directed by City staff.
- Check various plan sets to ensure there are no discrepancies from set to set.
- Review general notes, title block, signature block, benchmark data, quantities, unit costs, vicinity map, index map, and other general requirements and check for Underground Service Alert notes on plans.
- Check plans for compliance with general design criteria established by City standards for streets, curbs, gutters, storm drain and flood control systems, and underground wet utilities.
- Check to ensure plans reflect all required improvements as shown on the approved tentative map and in the subdivision resolution.
- Check data shown on plans for consistency with previously approved plans and the record map.
- Review proposed street improvement plans for conformance with City's approved specific plan.
- Review the proposed improvements for constructability; require redesign of any proposed improvement when the plans propose a situation where the improvement is not buildable, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance problem, creates a potentially unsafe condition, or will not function due to an inadequate level of engineering.
- Check for accuracy of design and fit with existing improvements and underground utilities.
- Point out conflicts, mistakes, inaccuracies, and omissions on the plans.



City of San Fernando

- Check stationing and alignments of the street improvements for agreement with the record map and record data.
- Check horizontal and vertical sight distance based upon appropriate design speed.
- Review pavement design for consistency with the recommendations of the soils engineer.
- Review hydrology/hydraulic study against the storm drain plans, including street capacities, HGLs, velocities, inlet or outlet control, and other hydraulic factors.
- Review plans for any special conditions such as street closures, protection of existing utilities, etc. that could be anticipated during construction.

Environmental Study and Document Preparation

Willdan frequently assists cities in the environmental review process, either in preparing and processing environmental documents, such as negative declarations and environmental impact reports, or in reviewing documents on behalf of the lead or responsible agencies. These services can include preparation and review of:

- Environmental impact reports
- Initial studies and negative declarations
- Environmental assessments
- Independent EIR review
- CEQA/NEPA compliance assistance

Land Surveying and Map/Easement or Legal Description Preparation

Willdan's surveyors will perform comprehensive reviews for parcel maps, tract maps, lot line adjustments, and mergers. In this capacity, we will review tentative tract or parcel maps, title reports, compliance with preliminary site plans and development conditions of approval, easements, and boundary determination. All reviews are completed using the State Subdivision Map Act and City-adopted policies and procedures. Willdan's survey and mapping personnel provide additional services such as preparing easements documents, legal descriptions, annexation documents, dedications, and vacations and performing right-of-way engineering. Our team can provide design surveys and construction staking, monument restoration, and boundary surveying.

Hydraulic and Hydrologic Studies

Willdan offers quality engineering solutions in drainage and flood control as primary elements in our municipal and public works experience. Our staff of skilled specialists utilizes an extensive library of computer applications for review, design, analysis, and modeling of drainage and flood control systems. We review drainage reports per the guidelines found in the Los Angeles County Hydrology Manual. Willdan resources include QSD/P-certified staff with expertise in checking and developing SWPPPs for large to minimum qualifying projects. Willdan reviews erosion and sediment control plans in accordance with City and State Regional Water Quality Control Board requirements. We have been providing project design of low-impact development (LID) practices such as green streets, infiltration basins, rain gardens, and bioretention/biofiltration facilities for compliance with the Los Angeles County LID Manual as well as other applicable regulatory agencies. Willdan has assisted cities with their development of LID ordinances and green street policies utilizing Regional Water Quality Control Board Order R4-2012-0175. We understand the complex relationship between site drainage flood control requirements and the overlap with required BMPs. The design and analysis for incorporating both a complete site drainage design for high-frequency storms while accounting for all requirements of an MS4 permit relating to low-impact development BMPs requires a dual approach.



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Engineering Project Management

Our proposed City Engineer Mr. Emilio De Murga will manage City assignments on site at City Hall. Willdan's vast array of engineers and planners will assist Mr. De Murga as required. Mr. Kelley will assist Mr. De Murga and City staff as needed by ensuring appropriately qualified team members are assigned to each task assigned.

Our project approach begins with designating a complete project team. Each team will be led by a principal representative with full authority to direct operations and commit resources. In addition to the principal representative, the project team will include expert staff specializing in the type of service requested. Our array of in-house experts allows Willdan to develop a specialized project team for each requested project.

In addition, Willdan's size enables flexibility to undertake large projects and projects on compressed time schedules. If a project arises that requires immediate or extra attention, Willdan's staffing plans allow tasks to be rapidly delegated to an expanded team of staff members. This ensures the project will receive appropriate attention to detail and be successfully completed in a timely fashion.

The first task of Willdan's delegated project team will be to establish a course of action. This task will begin by coordinating with City staff to identify specific project objectives. With these objectives in mind, Willdan's team will actively identify areas of need and design solutions to address those needs. Our policy of open and frequent client communication ensures the established course of action and will be consistent with City goals.

Once the course of action is established, Willdan will develop a project schedule. Each project schedule will be developed with the City's project completion date in mind and include a critical path and measurable milestones to ensure the project completion date is met. All project schedules will be submitted to the City for approval.

For City project services being provided by other consultants, Mr. De Murga will work closely with the consultant to ensure timelines and milestones are met for design and construction of each project. City project budgets and consultant invoices will be reviewed for accuracy and consistency. For the design phase, Mr. De Murga will work closely with the consultant's project manager, and schedule meetings or discussions as applicable. For the construction phase, Mr. De Murga will work with the assigned construction manager to ensure construction meets the intent of the design plans and adheres to the approved project schedule. He will meet in the field regularly to assess progress and answer questions – ensuring the City's best interests are implemented and carried out.

Master Planning of Water, Sewer, and Storm Drain Systems

Willdan has expertise in all aspects of hydrology, drainage, and flood control ranging from local and regional drainage and flood control improvements to hydraulic and sediment transport analyses of major rivers. Our design experience encompasses virtually every type of water and wastewater improvement, including collection systems, disposal facilities, distribution pipelines, master plans, production wells, pump stations, reservoirs, studies, telemetry monitoring systems, and treatment facilities. For each study assigned, Willdan will work closely with City staff to obtain all necessary records and as-builts needed to recreate the existing condition model. Computer software will be utilized to evaluate deficiencies and areas needing attention. Preliminary planning will be assessed for budgetary considerations. The assessment of these master plan studies are valuable tools for the City to program sufficient finances to applicable needs. We understand the City's infrastructure such as storm drains and sewers are vital to the quality of life within the community. We take pride in our assessments. Studies may include:

- Storm drain master plans
- Sewer master plans
- Feasibility studies
- Storm drain/flood control facility planning and design
- NPDES requirements
- Hydraulic models

Storm Drain Improvements/Replacement

Willdan incorporates hydrology and hydraulic services into our design services to mitigate hazards caused by flooding events and assist our clients with Federal Emergency Management Agency criteria floodplain mapping certification and re-certification. Our hydrology analyses identify characteristics of watersheds and water sources such as



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precipitation, snowmelt, riverways, etc. and quantify the watershed flow rates. Hydraulic analysis, water flow force, velocity, and depth are calculated and determined.

Through these processes, Willdan's team utilizes geologic, geographic information system, and topographic mapping and data, hydraulic modeling software, and other technological resources to establish peak discharge, flood frequency, channel and flood control paths, sediment transport, bridge foundation stability, and retention and detention basin capacities. These calculations are used to design storm drains, culverts, roadway widenings, median and roadway realignments, and pavement rehabilitations – along with all necessary supporting improvements. The City's Storm Drain Master Plan is used for planning new or replaced storm drain systems. From this information, Willdan develops drainage plan and profile sets containing specifications that meet City and County requirements.

Construction Management

Willdan offers a full complement of construction management, observation, and testing services for public works projects, including streets and highways, bridges, transit facilities, buildings, parking lots, park facilities, utilities, and infrastructure facilities, including sewer, water, and storm drain systems. We provide skilled resident engineers, construction/project managers, and construction observers who can monitor and direct activities to keep construction on schedule and within budget. Willdan's approach to construction management and observation establishes a set of guidelines specifically tailored to the client's standards and project goals. Document control is also emphasized. Project coordination with adjacent contracts and agencies is stressed to address potential problems and eliminate adverse impacts to construction progress. Specific items performed by City requests include:

- Cost estimating
- Bid administration
- Contract administration
- Claims review and investigation
- Federal labor compliance
- Public relations
- Constructability reviews
- Resident engineering
- Construction observation
- Utility coordination
- Material sampling and testing

Community Engagement on Capital Improvement Program Projects

Willdan understands how important it is to engage the community on projects affecting the daily life of residents and businesses. From resident and business notifications to town hall addresses, we have staff to provide insight for informing the community. Our City Engineer will assist City staff with applicable and timely information on capital improvement projects for email blasts, notices to residents, social media feeds, and meetings with property owners and will field phone calls from the public, if needed. Willdan offers expertise in a wide range of event planning for transportation management and operations related to small, medium, and large type events. Examples of events include car shows, parades, and farmers markets. Our services encompass planning, coordination, and implementation of all services, including full pre-event, post-event management plans, transit operations, traffic control plans, signal coordination timing, public outreach, parking programs, shuttle programs, neighborhood protection programs, and event day rates for on-site offsite parking facilities. We understand the steps necessary to implement a successful plan that provides safety to those attending yet maintains quality of life to those living around it.



Project Team

Project Team Identification

As Willdan explored the scope of services required for the City Engineering Services contract, we carefully selected our project team members – matching expertise to on-call service needs as defined in the City's Request for Qualifications. The selected individuals have a broad variety of talent and will lend their expertise and knowledge to respond to the City's on-call needs and deliver exceptional results. These individuals create an efficient, effective, and experienced unit with the necessary education, licenses and certifications, and years of experience – including experience with City of San Fernando projects – to perform any requested services. Our specialized experts are dedicated to continuing Willdan's long-standing relationship with the City through innovative solutions and recommendations.

Team Members Possess City of San Fernando Experience

Willdan's proposed team is comprised of individuals highly familiar with City of San Fernando standards, policies, procedures, regulations, and processes through their involvement in City planning and improvements.

Our team values our partnership with the City of San Fernando and stands immediately available and ready to assist the City with fulfilling future community goals.

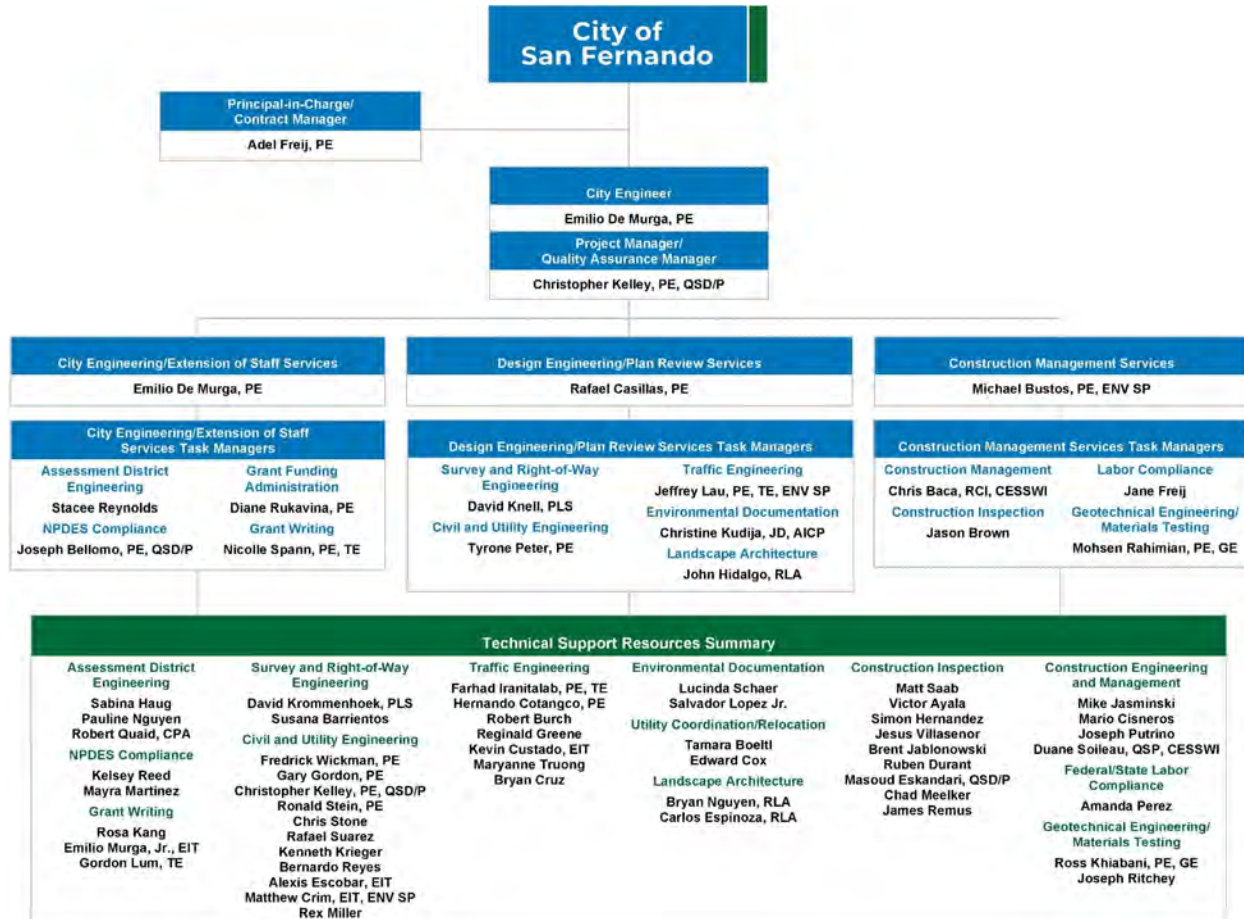
Project Team Organization

Willdan has presented our services in a three-fold format – City Engineering/Extension of Staff Services led by our proposed City Engineer Mr. Emilio De Murga, PE; Design Engineering/Plan Review Services led by Mr. Rafael Casillas, PE; and Construction Management Services led by Mr. Michael Bustos, PE, ENV SP. Messrs. Casillas and Bustos will report directly to Mr. De Murga. These Discipline Managers will oversee and assign City task assignments to Discipline Task Managers with the expertise and knowledge matching the requested services. The Discipline Manager and Discipline Task Manager will collaborate on a project-specific project team and workplan to complete the task assignment in accordance with Willdan's corporate standards of excellent service and high-quality deliverables.

Willdan's team members selected for the City's on-call contract are identified in the organization chart. The chart illustrates the reporting structure and project roles for Willdan's team along with identifying the key personnel selected to serve as Discipline Managers. Available Willdan staffing resources are presented in the organization chart. These staffing resources may be called upon to serve the City as technical support team members for project tasks assigned under the contract. Staff presented are representative of the caliber and quality of Willdan's entire staffing resources. This is far from an exhaustive list of our resources and is shown to assist the City in evaluating those resources.



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**Principal Project Team**

Mr. Emilio De Murga, PE will serve as City Engineer and City Engineering/Extension of Staff Services Discipline Manager and will be responsible for delivery of services under the city engineering contract. He will serve as the primary contact for the City and can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by cell phone at (562) 505-1001; or by email at edemurga@willdan.com. Mr. De Murga will apply his extensive knowledge of the City of San Fernando and his managerial and technical capabilities to effectively administer assigned City of San Fernando city engineering tasks.

Brief profiles for our principal project team are provided below. Comprehensive resumes highlighting their qualifications and experience are provided in the Resumes subsection at the end of this Principal Project Team section.

**Emilio De Murga, PE**

City Engineer | City Engineering/Extension of Staff Services Discipline Manager

Education | Credentials

Civil Engineering | Civil Engineer, California No. 54420 | 43 Years' Experience



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City of San Fernando Experience

Mr. De Murga has been actively involved in advancing the goals of the City of San Fernando. He has served the City as City Engineer over the past two years – providing services for a variety of projects. He lends his consulting expertise on day-to-day operations as well as utilizing his project and construction management and technical skills to bring many San Fernando projects to fruition. Mr. De Murga has provided oversight, guidance, and services for projects such as:

- Pico Street Improvements
- Citywide Traffic Signal Synchronization
- Pacoima Wash Bikeway Improvements
- Brand Boulevard Middle School LAUSD Striping Improvements
- East San Fernando Valley Transit Corridor Improvements
- San Fernando Mall Decorative Lighting
- Tesla Parking Lot Improvements
- Citywide Speed Zone Study
- Downtown Restaurant Sidewalk Dining
- Truman Street and San Fernando Mission Road Traffic Signal Improvements
- Enhanced Watershed Management Plan

**Adel Freij, PE****Principal-in-Charge | Contract Manager**[Education | Credentials](#)

BS, Civil Engineering | Caltrans Resident Engineer Academy | Civil Engineer, California No. 55564 | 25 Years' Experience

Mr. Adel Freij, PE – Willdan's Director of City Engineering Services – will serve as Principal-in-Charge and Contract Manager. As Principal-in-Charge, Mr. Freij will be responsible for ensuring companywide resources are available to Mr. De Murga to complete all tasks assigned under the contract and keep the tasks on track. As Contract Manager, Mr. Freij will administer the city engineering contract and work with City staff regarding all contract administrative requirements and concerns.

Relevant Project Experience

- Principal-in-Charge/Contract Manager, City Engineering Services, City of San Fernando
- Principal-in-Charge, City Engineering Services, City of Inglewood
- Principal-in-Charge/Contract Manager, City Engineering Services, City of Paramount
- Principal-in-Charge, City Engineering Services, City of Bell
- Principal-in-Charge/Contract Manager, City Engineering Services, City of Maywood
- Principal-in-Charge/Contract Manager, Supportive Engineering Services, City of Hawaiian Gardens

**Christopher Kelley, PE, QSD/P****Project Manager | Quality Assurance Manager**[Education | Credentials](#)

BS, Civil Engineering | Civil Engineer, California No. 83179 | Qualified SWPPP Developer/Practitioner, California Stormwater Quality Association No. 25874 | 16 Years' Experience

Mr. Christopher Kelley, PE, QSD/P will serve as Project Manager and Quality Assurance Manager. In his role as Project Manager, Mr. Kelley will be responsible for working with Mr. De Murga to select Discipline Managers qualified in the requested services and assisting these Discipline Manager as needed on a day-to-day basis. As Quality Assurance Manager, Mr. Kelley will oversee quality assurance and control activities for the tasks assigned by the City. He will implement Willdan's corporate Quality Assurance Program and assign senior staff not involved in the tasks to provide quality assurance oversight.



City of San Fernando

Relevant Project Experience

- Interim City Engineer, City Engineer and Traffic Engineer Services, City of Los Alamitos
- Special City Engineer, On-Call Engineering Services, City of Rolling Hills Estates
- Plan Reviewer, On-Call Plan Review, City of La Puente
- Plan Reviewer, On-Call Plan Review, City of Bell
- Drainage Engineer, Orange Line Expansion, Los Angeles County Metropolitan Transportation Authority
- Drainage Engineering Task Manager, On-Call Bridge Engineering, County of Glenn

Key Staff – Discipline Managers

As previously mentioned, Discipline Managers – Messrs. Rafael Casillas, PE and Michael Bustos, PE, ENV SP will support Mr. De Murga by managing the discipline categories illustrated in our project organization chart. Messrs. Casillas and Bustos will support Mr. De Murga by utilizing their highly effective management skills and expertise in all facets of their assigned discipline to provide leadership for their team members. Brief profiles for our key Discipline Managers are provided below. Comprehensive resumes highlighting their qualifications and experience are provided in the Resumes subsection at the end of this Principal Project Team section.

**Rafael Casillas, PE****Design Engineering/Plan Review Services Discipline Manager****Education | Credentials**

BS, Public Administration | BS, Civil Engineering (196 units) | Certificate, Architecture | Civil Engineer, California No. 68234 | 31 Years' Experience

Relevant Project Experience

- Civil Engineering Project Manager, City Engineering Services, City of San Fernando
- City Engineer, City Engineering Services, City of Inglewood
- City Engineer/Project Manager, City Engineering Services, City of Paramount
- City Engineering Project Manager, As-Needed Engineering Services, City of Bell
- City Engineering Project Manager, City Engineering Services, City of Lakewood
- City Engineering Project Manager, City Engineering Services, City of La Puente

**Michael Bustos, PE, ENV SP****Construction Management Services Discipline Manager****Education | Credentials**

BS, Civil Engineering (magna cum laude) | Caltrans Resident Engineer Academy | Civil Engineer, California No. 73173 | Envision Sustainability Professional, Institute for Sustainable Infrastructure No.2696

Relevant Project Experience

- Project Manager/Resident Engineer, City Engineering Services, City of Inglewood
- Construction Manager/Project Manager, City Engineering Services, City of La Puente
- Construction Manager, City Engineering Services, City of Lakewood
- Contract Manager/Project Manager/Resident Engineer, On-Call Multi-Disciplinary Services, City of Westlake Village
- Construction Manager/Project Manager/Resident Engineer, On-Call Construction Management and Inspection, City of Downey



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Project Team Expertise

Willdan's principal project management team, key staff, and discipline task managers have collaborated on hundreds of projects throughout Los Angeles County and have provided on-call services to the agencies presented in the Relevant Local Government Agency Project Experience subsection of the Firm Profile section of this proposal. The team members' years of experience, City of San Fernando project experience, on-call and extension of staff experience, and local/state/federal project experience are presented in the matrix below along with their demonstrated, directly relevant experience in the services outlined in the City's Request for Qualifications.

		Experience					Services									
		Years of Experience	City of San Fernando Experience	On-Call Engineering/Associated Services	Extension of Staff	Local/State/Federal Project	Street Improvement Plan Review	Environmental Studies/Documentation	Land Surveying and Map/Easement or Legal Descriptions	Hydraulic and Hydrologic Studies	Engineering Project Management	Master Planning	Storm Drainage	Construction Management	Community Engagement	Services as Needed
Principal Team	Emilio De Murga, PE	16	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Christopher Kelley, PE, QSD/P	34	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Adel Freij, PE	32	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Key Staff	Rafael Casillas, PE	34	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Michael Bustos, PE, ENV SP	20	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Discipline Task Managers	Stacey Reynolds	17	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Joseph Bellomo, PE, QSD/P	23	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Diane Rukavina, PE	40	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Nicolle Spann, PE, TE	6	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	David Knell, PLS	46	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Tyrone Peter, PE	15	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Jeffrey Lau, PE, TE, ENV SP	18	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Christine Kudija, JD, AICP	33	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	John Hidalgo, RLA	30	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Chris Baca, RCI, CESSWI	38	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Jason Brown	30	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Jane Freij	22	■	■	■	■	■	■	■	■	■	■	■	■	■	■
	Mohsen Rahimian, PE, GE	33	■	■	■	■	■	■	■	■	■	■	■	■	■	■

Resumes

Resumes for our principal team and key staff are provided on the following pages.



City of San Fernando

Emilio De Murga, PE**City Engineer | City Engineering/Extension of Staff Services Discipline Manager****Profile Summary**

Education:	Civil Engineering, California State University, Northridge
Registration:	Civil Engineer, California No. 54420
Experience:	43 Years

Mr. Emilio De Murga is an experienced engineering professional with a strong background in City Engineer extension of staff services, project management, contract administration, staff supervision, and agency and consultant coordination. He has provided services to many Los Angeles County cities on an as-needed basis. He brings this local, County knowledge and background to the public agencies he serves as City Engineer. These agencies include the Cities of San Fernando, Covina, Hawaiian Gardens, San Marino, Bell Gardens, and Maywood where he provides – or has provided – day-to-day operations implementing and administering design and construction of various capital improvement projects.

Mr. De Murga served for City of Lynwood for 18 years – starting as a civil engineering assistance and later becoming the Director of Public Works/City Engineer. His background includes working as a civil engineering technical for the City of Baldwin Park and as principal Civil Engineer in charge of the City of Inglewood's Engineering Division.

Mr. De Murga is bi-lingual with fluency in English and Spanish.

Relevant Project Experience

City Engineering Services, City of San Fernando, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Covina, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Supportive Engineering Services, City of Hawaiian Gardens, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Lawndale, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

General Engineering Services, City of Maywood, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of San Marino, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.



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City Engineering Services, City of Bell Gardens, California. Project Manager responsible for oversight and overall project management of specific tasks or projects assigned. Willdan provides general city engineering services and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of West Covina, California. Project Manager responsible for oversight and overall project management of specific tasks or projects assigned. Willdan provides general city engineering services and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of South Gate, California. Project Manager responsible for oversight and overall project management of specific tasks or projects assigned. Willdan provides general city engineering services and other as-needed services in support of the City's capital improvement program goals and objectives.

Emergency Engineering Services, City of Bell, California. CIP Manager responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific tasks assigned. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

West Santa Ana Street Grade Crossing Removal, City of Bellflower, California. Project Engineer responsible preparing and assisting with design documents required to improve 29 at-grade crossings within the cities of Stanton, Buena Park, Anaheim, Cypress, La Palma, Cerritos, Artesia, Bellflower, Lakewood, and Paramount. The improvements provide significant public safety for motorists, pedestrians, and bicyclists. The project involved multiple agencies such as neighboring cities, UPRR, CTC, LACMTA, FHWA, CPUC, FRA, and OCTA along with various design standards from the different agencies.



Adel Freij, PE**Principal-in-Charge | Contract Manager****Profile Summary**

Education:	Resident Engineer Academy, California Department of Transportation BS, Civil Engineering, University of Missouri
Registration:	Civil Engineer, California No. 55564
Experience:	26 Years

Mr. Adel M. Freij is an accomplished project manager and construction manager for large-scale multi-discipline public works projects. He is recognized for providing innovative quality engineering and construction management services and meeting clients' project budgets and schedules. Mr. Freij possesses extensive engineering and construction management experience on many types of capital improvement projects, including street reconstruction, street widening, overlay and slurry seal, bridge construction, flood control and drainage, water and sewer improvements, traffic signals, signing and striping, and landscape and park improvements. He is proficient at managing multiple subconsultants and combining various disciplines, often acting as an extension of agency/city staff to provide close overall supervision of the engineering and construction management services on local-, state-, and federally-funded projects.

Relevant Project Experience

City Engineering Services, City of San Fernando, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Inglewood, California. Principal-in-Charge responsible for ensuring companywide resources are available to complete all tasks assigned under the contract. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Paramount, California. Principal-in-Charge responsible for ensuring companywide resources are available to complete all tasks assigned under the contract. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

As-Needed Engineering Services, City of Bell, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of La Puente, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of South Gate, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.



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General Engineering Services, City of Maywood, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of La Cañada-Flintridge, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Supportive Engineering Services, City of West Covina, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provided on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Supportive Engineering Services, City of Hawaiian Gardens, California. Principal-in-Charge/Contract Manager responsible for ensuring companywide resources are available to complete all tasks assigned under the contract and administering the city engineering contract. Willdan provided on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Los Angeles River Catch Basin Retrofit, Los Angeles Gateway Region, Los Angeles County, California. Project Manager responsible for overall project management and oversight of design and construction management services required for the retrofit improvements. The improvements entailed installing a full-capture catch basin trash and debris system within the Los Angeles River Watershed for 16 Gateway cities. The project is funded through economic stimulus funds from the State Water Resources Control Board.

Loukelton Street and Unruh Avenue ARRA 1 Street Rehabilitation Improvements, City of La Puente, California. Project Manager responsible for overall project management and oversight of design and construction management services required for the street improvements. The improvements involved resurfacing with asphalt-rubber hot mix; reconstructing damaged or uplifted concrete sidewalks, curbs, gutters, cross gutters, and drive approaches; reconstructing damaged AC pavement; installing ADA-compliant access curb ramps, including truncated domes; and installing traffic signal loops, signing, and striping.

Citywide Sewer Improvements – Phase III, City of La Puente, California. Project Manager responsible for overall project management and oversight of construction management services required for the sewer improvements. The project general encompassed replacing sanitary sewers with larger diameter sewers, reconstructing sewer laterals, and repaving streets. The work involved installing a sewer and manhole on Nelson Avenue between Willow Avenue and Adrilla Avenue.

Slauson Avenue Business District Improvements, City of Maywood, California. Project Manager responsible for overall project management and oversight of construction management services required for the street improvements between Downey Avenue and Pine Avenue. The project entailed street resurfacing with asphalt rubber hot mix; cold milling; repairing concrete; installing landscaped median islands, ADA-compliant curb ramps, PCC pavement, and roadway striping, and replacing traffic loops.

Sepulveda Boulevard Widening, City of Culver City, California. Project Manager responsible for overall project management and oversight of conceptual design, preparation of construction drawings and technical specifications for a major street widening between Playa Street/Jefferson Boulevard to Green Valley Circle. The project included pavement rehabilitation, concrete repairs, ADA-compliant access curb ramp installations, landscape and irrigation improvements, traffic signal modifications, traffic signal interconnect modifications, signing and striping replacements, and street lighting improvements. A portion of the project was located in the City of Los Angeles and Caltrans right-of-way.



Christopher Kelley, PE, QSD/P**Project Manager | Quality Assurance Manager****Profile Summary**

Education:	BS, Civil Engineering, California Polytechnic State University, Pomona
Registration:	Civil Engineer, California No. 83179 Qualified SWPPP Practitioner, California Stormwater Quality Association No. 25874
Experience:	16 Years

Mr. Christopher Kelley offers an extensive background providing services for contract city engineer, project management, capital improvement program management and implementation, contract administration, supervision of staff – including construction inspectors, agency and consultant coordination, plan review, and civil and drainage engineering. He is adept in implementing and managing design and construction of various capital improvement projects, water quality representation; and permitting. His project management expertise encompasses improvements such as street reconstructions, street widenings, medians, storm drains, overlays and slurry seals, sewers, pump stations, concrete repairs, landscaping, parks, best management practices, and public facilities.

Relevant Project Experience

City Engineer and Traffic Engineer Services, City of Los Alamitos, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of day-to-day operations such as CIP implementation; site plan and development review; ADA compliance; NPDES coordination; City Council reports; Traffic Commission reports; plans and specifications preparation coordination; construction and consulting contract awards; project construction; public outreach; change order issuance; Measure M, SB-1, Gas Tax, CDBG, etc. funding management and administration; and regional and regulatory agency coordination with Orange County Transportation Authority, Caltrans, and Orange County Sanitation District. Willdan serves as the consultant City Engineer and Traffic Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives. Improvement projects entail:

As-Needed Engineering Services, City of Rolling Hills Estates, California. Special City Engineer responsible for oversight and overall project management of specific projects/tasks assigned/awarded under the contract. Willdan serves as the consultant Special City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Plan Review Services, Various Agencies, California. Plan Reviewer responsible for technical land development project reviews involving grading, drainage, low-impact development reports, WQMPs, SWPPPS, hydrology/hydraulic reports, conditions of approval, local ordinances, and local and state standards. Willdan provides on-call plan review services to the Cities of Azusa, Los Alamitos, Fontana, San Bernardino, Goleta, Compton, Lake Elsinore, Cerritos, Brea, El Monte, Hawaiian Gardens, Rolling Hills Estates, Rolling Hills, Manhattan Beach, South Gate, La Puente, Bell, and Camarillo; Irvine Campus Housing Authority; and the County of Orange.

On-Call and Project-Specific Engineering Design Services, Various Agencies, California. Water Quality and Drainage Design Task Manager/Project Engineer responsible for drainage study/report and design services required for projects such as:

- Orange Line Extension, Brutoco Engineering & Construction, Inc./Los Angeles County Metropolitan Transportation Authority
- Kanan Road/U.S. 101 Interchange Improvements, City of Agoura Hills
- River Road Bridge Replacement, T.Y. Lin International
- Roadside Bridge Widening Phase I, City of Agoura Hills
- State Route 62 TCRP No. 129, Town of Yucca Valley



City of San Fernando

- On-Call Bridge Engineering Services, County of Glenn for:
 - Walker Creek Bridge Phase II
 - Wilson Creek Bridge Phase II
 - CR67 BR 11C0015 Phase II
 - CR67 BR 11C0016 Phase II
- On-Call General Engineering Services for:
 - Westlake Village Community Park, City of Westlake Village
 - Westlake Village Community Park, City of Westlake Village
- MetroLink Parking Lot Expansion, City of Rialto
- Bradford Well Relocation, Orange County Transportation Authority
- Emerald Bay-PCH Traffic Design - Emerald Bay Service District, California. Drainage Plans, Drainage Report, WQMP.
- Placentia MetroLink Revisions, Orange County Transportation Authority
- Studebaker Road at College Park Drive Improvements, City of Seal Beach

Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood. Water Quality and Drainage Design Task Manager responsible for drainage design services required for the 1½-mile complete street/green street improvements between the north City limit and Del Amo Boulevard to provide for a regional bicycle path in compliance with the Gateway Council of Governments Active Transportation Plan and improve pedestrian access to retail/commercial establishments. The design entailed coordination of pedestrian and bicycle movements into the current County Traffic Signal Synchronization Program, undergrounding utility distribution and transmission, Green Streets storm water quality treatment, and drought-tolerant landscaping. Other improvements involved up-graded traffic signal equipment to improve safety, bicycle parking and lockers, improved transit stops, sidewalk additions within the corridor to meet ADA requirements, street resurfacing, and irrigation. Willdan provided preliminary and final design, NEPA/CEQA documentation and permitting, transit partnering outreach, Corridor Committee meeting participation, and construction funding application preparation.

Los Alamitos Boulevard Median Improvements, City of Los Alamitos, California. Water Quality and Drainage Design Task Manager responsible for drainage design services required for a .05-mile improvement segment between Cerritos Avenue and Katella Avenue. The project goal was to reduce Los Alamitos Boulevard's scale, provide pedestrian refuge, and reduce pedestrian/automobile conflicts. Improvements involved raised median, pavement delineation, landscape and irrigation improvements, street lighting and traffic signal improvements at intersections with Florista Street and Sausalito Street. Minor traffic signal modifications were designed for the intersections with Katella Avenue and Cerritos Avenue.

East Bishop Storm Drain Improvements, City of La Habra, California. Water Quality and Drainage Design Task Manager responsible for drainage design services for a replacement drainage improvement in a residential neighborhood. The current facility is an open channel with a road culvert. The objective was to place the stormwaters in a closed pipe on one of two alignments identified. Other services involved records and utility research, field survey and mapping, conducting a hydrology and hydraulics evaluation, preliminary and final design, cost estimate, special provisions, and public outreach.

Culver City Station Plaza Design Phase 2, Exposition Metro Line Construction Authority, Culver City, California. Water Quality and Drainage Design Task Manager responsible for preparing a low impact development report and designing drainage and water quality features. Willdan's scope work entailed preparing a new concept site plan; updating and processing plans, specifications and estimates; and providing support during construction.



Rafael Casillas, PE**Design Engineering/Plan Review Services Discipline Manager****Profile Summary**

Education:	BS, Civil Engineering, Public Administration, University of La Verne Civil Engineering (196 units), California State University, Los Angeles Architecture Studies, Phoenix Institute of Technology
Registration:	Civil Engineer, California No. 62834
Experience:	31 Years

Mr. Rafael Casillas is a qualified, capable, and motivated individual with a successful track record for project delivery. He possesses vast experience managing local public works departments and capital improvement projects. Mr. Casillas' direct responsibilities involve overseeing local municipal agency capital improvements for public facilities, roadways, water systems, sewer mains, storm drains, and traffic signals systems. In addition to his design experience, he is highly adept with project schedule management, quality and project budget control, accurate construction estimates, construction support, and funding administration required for federal, state, and local grants.

Mr. Casillas possesses expertise in supervising project teams consisting of civil designers, consultants, and contractors and is very knowledgeable in local municipal codes, California Environmental Quality Act, and Subdivision Map Act compliance.

Relevant Project Experience

City Engineering Services, City of San Fernando, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Inglewood, California. City Engineer responsible for managing capital improvement projects and budgets for the Engineering Department and for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Paramount, California. Contract Manager responsible for day-to-day services and staff assignments required to fulfill project task orders and City Engineer/Project Manager responsible for carrying out the responsibilities of the Engineering Department and for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

As-Needed Engineering Services, City of Bell, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Lakewood, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of La Puente, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.



City of San Fernando

As-Needed Engineering Services, City of Burbank, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Traffic Engineering Services, City of Pico Rivera, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Traffic Engineering Services, City of Rolling Hills Estates, California. Civil Engineering Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Arterial Street Resurfacing, City of Paramount, California. Project Manager responsible for overall project management and oversight for the resurfacing project. The scope consists of approximately 2,700 lineal feet of street improvements, cold milling, rubberized asphalt overlay, curb ramps, sign and pavement legend replacements, and miscellaneous concrete repairs.

Garfield Avenue Regional Corridor Capacity Enhancement, City of Paramount, California. Project Manager responsible for overall project management and oversight for the capacity enhancement improvements. The street improvements through the Garfield Avenue corridor between the north and south city limits involved street widening to accommodate a third lane in each direction; street resurfacing; two concrete intersections; concrete sidewalk curb and gutter and driveway approach reconstruction; catch basin construction; streetscape improvements for raised landscaped medians and modifications to existing medians; two entry monument signs; and traffic signal modifications at nine locations along the Garfield Avenue corridor.

Walker Avenue at Florence Avenue Intersection Improvements and Widening, City of Bell, California. Project Manager responsible for overall project management and oversight for the intersection and widening improvements. The intersection improvements at Walker Avenue and Florence Avenue involved increasing the northeast turning radius (right-turn movement) and widening the easterly curb line on Walker Avenue. The scope encompassed AC pavement cold milling; ARHM overlay application; driveway approach, sidewalk, curb, gutter, and curb ramp removals and replacements; signing and striping; traffic signal modifications; and other related improvements.

Valley Boulevard Sewer Improvements, City of La Puente, California. Quality Assurance Manager responsible for quality control oversight for plans, specifications, and estimate for the sewer improvements. The scope consists of approximately 1,800 lineal feet of 10- to 12-inch sewer main replacement and manhole reconstruction. The final construction documents will be incorporated into a larger capital improvement project.

Pavement Rehabilitation and Fishburn Avenue Improvements, City of Bell, California. Civil Engineering Task Manager responsible for civil engineering services required for the pavement rehabilitation project. The improvements encompassed resurfacing with asphalt-rubber hot mix to prevent more serious and costly deterioration that would lead to complete reconstruction; reconstructing damaged and uplifted concrete sidewalk, curb, gutter, and drive approaches; reconstructing damaged AC and PCC pavement; installing ADA-compliant access curb ramps, including truncated domes; installing AC speed humps, new HDPE-pipe storm drain system on Fishburn Avenue; and installing signing and striping.

Centinela Avenue Safety Improvements, City of Inglewood, California. Civil Engineering Task Manager responsible for civil engineering services required for raised median island component of this HSIP – Cycle 8 project. The City received nearly \$1.4 million in grant funding to construct raised median islands on Centinela Avenue between La Cienega Boulevard and La Brea Avenue. Other project improvements involved installing protected left-turn phasing at three signalized intersections along Centinela Avenue.



Michael Bustos, PE, ENV SP**Construction Management Services Discipline Manager****Profile Summary**

Education:	Resident Engineer Academy, California Department of Transportation BS, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo
Registration:	Civil Engineer, California No. 73173 Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696
Experience:	20 Years

Mr. Michael Bustos is responsible for construction management, analysis, and design of roadway reconstruction, drainage improvement, pipeline, pavement rehabilitation, street improvement, traffic signal, landscaping and irrigation, and grading projects. He has served as construction manager or resident engineer for over 75 public works projects. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and constructability review.

Relevant Project Experience

City Engineering Services, City of Inglewood, California. Project Manager responsible for oversight and overall project management of specific construction projects/tasks assigned/awarded and Resident Engineer responsible for construction of federally-funded projects. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of La Puente, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects and Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

City Engineering Services, City of Lakewood, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

General Engineering Services, City of Westlake Village, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Construction Management and Inspection, City of Downey, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Construction Management and Inspection, City of Fillmore, California. Construction Manager responsible for day-to-day oversight of construction management and inspection services required to complete construction of the City's capital improvement projects and Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded. Willdan serves as the consultant City Engineer and provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.



City of San Fernando

On-Call Construction Management and Inspection Services, City of Santa Ana, California. Contract Manager responsible for day-to-day services and staff assignments required to fulfill project task orders, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

On-Call Multi-Disciplinary Services, City of Ridgecrest, California. Contract Manager responsible for day-to-day services and staff assignments required to fulfill project task orders, Project Manager responsible for oversight and overall project management of specific projects/tasks assigned/awarded, and Resident Engineer responsible for construction of federally-funded projects. Willdan provides on-call engineering, extension of staff, and other as-needed services in support of the City's capital improvement program goals and objectives.

Inglewood Transit Center, City of Inglewood, California. Resident Engineer responsible for serving as the City's representative and overall construction, inspection, and quality control oversight for construction of the 3.8-acre regional transit hub. The scope entailed hazardous/contaminated soils remediation, backfilling, grading, clearing and grubbing, classified/unclassified materials compaction, construction staking, and monumentation survey.

Bus Maintenance Garage and Carport/Corporate Yard Site Improvements, City of Ridgecrest, California. Project Manager/Resident Engineer responsible for serving as the City's representative providing overall project management and oversight of construction management and inspection services and contractor construction, inspection, and quality control activities for the garage and yard site improvements. The Corporate Yard Site Improvements project involved extending onsite fire water, potable water, sewer, gas, and electrical facilities to the proposed building site. The project upgraded the electrical service and relocated a fueling station used by the Police Department. A second structure included bus maintenance bays, car lifts, air compressor and air drops, mezzanine storage area, motorized overhead roll-up doors, and vehicle washing station.

Firestone Boulevard and Paramount Boulevard Intersection Improvements, City of Downey, California. Project Manager responsible for overseeing construction management and inspection for street widening improvements valued at \$1.6 million. The general nature of the work encompassed raised medians; new curb, gutter, and sidewalk driveway approaches; drainage improvements; water system improvements; traffic signal replacement; landscaping and irrigation; ARHM paving; utility adjustments; and striping.

La Brea Avenue Intersection Realignment – Phase III, City of Inglewood, California. Resident Engineer responsible for overall construction management, inspection, public outreach, utility coordination, materials testing, and labor compliance for this \$2 million federally-funded construction project to reconfigured five street intersections at La Brea Avenue, Market Street, Spruce Avenue, and La Palma Avenue. The project included a new traffic signal at La Brea Avenue and Tamarack Avenue and traffic signal modifications at La Brea Avenue and Hillcrest Boulevard.

Palos Verdes Drive North/Rolling Hills Road Traffic Signal Modifications, City of Rolling Hills Estates, California. Construction Manager responsible for overall construction management and inspection for traffic signal modifications at the intersection of Palos Verdes Drive North and Rolling Hills Road. The project encompassed modifications to match existing decorative poles, modified foundations for the poles, and procuring long-lead-time equipment.

Phillips Boulevard Traffic Calming, City of Pomona, California. Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the federally funded HSIP project. The project involves new traffic signal installation, existing traffic signal pole replacement, existing signal controller modifications, speed-feedback signs, rectangular rapid flashing beacon installations, and signing and striping modifications.

Silver Spur Road Safe Routes to School Cycle 10 Improvements, City of Rolling Hills Estates, California. Project Manager responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the state-funded project. Improvements involved both sides of Silver Spur Road between Kingspine Road and Palos Verdes Drive North; the northeast corner modification of Palos Verdes Drive North and Lazy Creek Lane; and resurfacing various residential streets.



City of San Fernando

References

The clients we have chosen to demonstrate our reputation and qualifications will confirm our dedication to our clients' community goals and visions. We encourage the City of San Fernando to contact these references to verify Willdan's commitment to honest, open communication and technical excellence.

General Engineering Services

Client Name

City of Paramount
16400 Colorado Avenue
Paramount, CA 90723

Client Contact

Adrian Figueroa
Director of Public Works
(562) 220-2020

Contract City Engineer and Traffic Engineer Services

Client Name

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Client Contact

Chet Simmons
City Manager
(562) 431-3538 extension 201

As-Needed Engineering Services

Client Name

City of Inglewood
One West Manchester Boulevard
Inglewood, CA 90301

Client Contact

Eloy Castillo
Principal Civil Engineer
(310) 412-8716

As-Needed Engineering Services

Client Name

City of Bell
6330 Pine Avenue
Bell, California 90201

Client Contact

Javier Ochiqui
Contract and Facilities Manager
(323) 588-6211

City Engineering Services

Client Name

City of La Puente
15900 East Main Street
La Puente, CA 91744

Client Contact

John DiMario
Community Development Director
(626) 855-1517

General Engineering Services

Client Name

City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Client Contact

David Wahba
Director of Community Development
(310) 377-1577 extension 103



City of San Fernando

General Engineering Services

Client Name

City of Lakewood
5050 Clark Avenue
Lakewood, CA 90714

Client Contact

Lisa Rapp
Director of Public Works
(562) 866-9771



City of San Fernando

Fee Schedule

Willdan's rate for the City Engineer staffing position will remain unchanged from our current contract and be invoiced at the *discounted rate of \$130 per hour*. The hourly rates for related support staff are presented below.

Design Engineering

Technical Aide I	\$70
Technical Aide II	91
Technical Aide III	112
CAD Operator I	114
CAD Operator II	132
CAD Operator III	147
GIS Analyst I	152
GIS Analyst II	173
GIS Analyst III	180
Environmental Analyst I	127
Environmental Analyst II	142
Environmental Analyst III	151
Environmental Specialis	163
Designer I	152
Designer II	158
Senior Designer I	167
Senior Designer II	175
Design Manager	178
Senior Design Manager	181
Project Manager I	164
Project Manager II	182
Project Manager III	191
Project Manager IV	198
Principal Project Manager	198
Program Manager I	182
Program Manager II	193
Program Manager III	198
Assistant Engineer I	127
Assistant Engineer II	144
Assistant Engineer III	152
Assistant Engineer IV	157
Associate Engineer I	162
Associate Engineer II	169
Associate Engineer III	176
Senior Engineer I	179
Senior Engineer II	181
Senior Engineer III	184
Senior Engineer IV	189
Supervising Engineer	193
Traffic Engineer I	193
Traffic Engineer II	198

Design Engineering (continued)

City Engineer I	198
City Engineer II	198
Deputy Director	198
Director	198
Principal Engineer	198

Landscape Architecture

Assistant Landscape Architect	\$132
Associate Landscape Architect	152
Senior Landscape Architect	167
Principal Landscape Architect	180
Principal Project Manager	198

Mapping

Survey Analyst I	\$132
Survey Analyst II	152
Senior Survey Analyst	173
Supervisor - Survey & Mapping	182
Principal Project Manager	198

Geotechnical Engineering

Soil Technician*	\$84
Soil Technician**	95
Senior Soil Technician*	126
Senior Soil Technician**	126
Geologist I	140
Geologist II	168
Geologist III	185
Supervising Geologist	195
Principal Geologist	210
CADD Operator II	132
Assistant Engineer II	151
Associate Engineer III	169
Senior Engineer III	185
Supervising Engineer	195
Supervising Geotechnical Engineer	195
Principal Engineer	198

Special Inspection

Special Inspector*	\$90
Special Inspector**	131
Supervisor	150
Construction Material Engineer	195

Construction Management

Labor Compliance Specialist	\$126
Labor Compliance Manage	158
Utility Coordinator	167
Assistant Construction Manager	138
Construction Manage	160
Senior Construction Manager	180
Resident Engineer I	180
Resident Engineer II	187
Project Manager IV	198
Deputy Director	198
Director	198

Inspection

Public Works Observer*	\$108
Public Works Observer**	131
Senior Public Works Observer*	118
Senior Public Works Observer**	131

Planning

CDBG Technician	\$74
CDBG Specialists	89
CDBG Analyst	105
CDBG Coordinator	131
CDBG Manager	158
Planning Technician	112
Assistant Planner	140
Associate Planner	152
Senior Planner	173
Principal Planner	180
Planning Manager	195
Deputy Director	198
Director	198

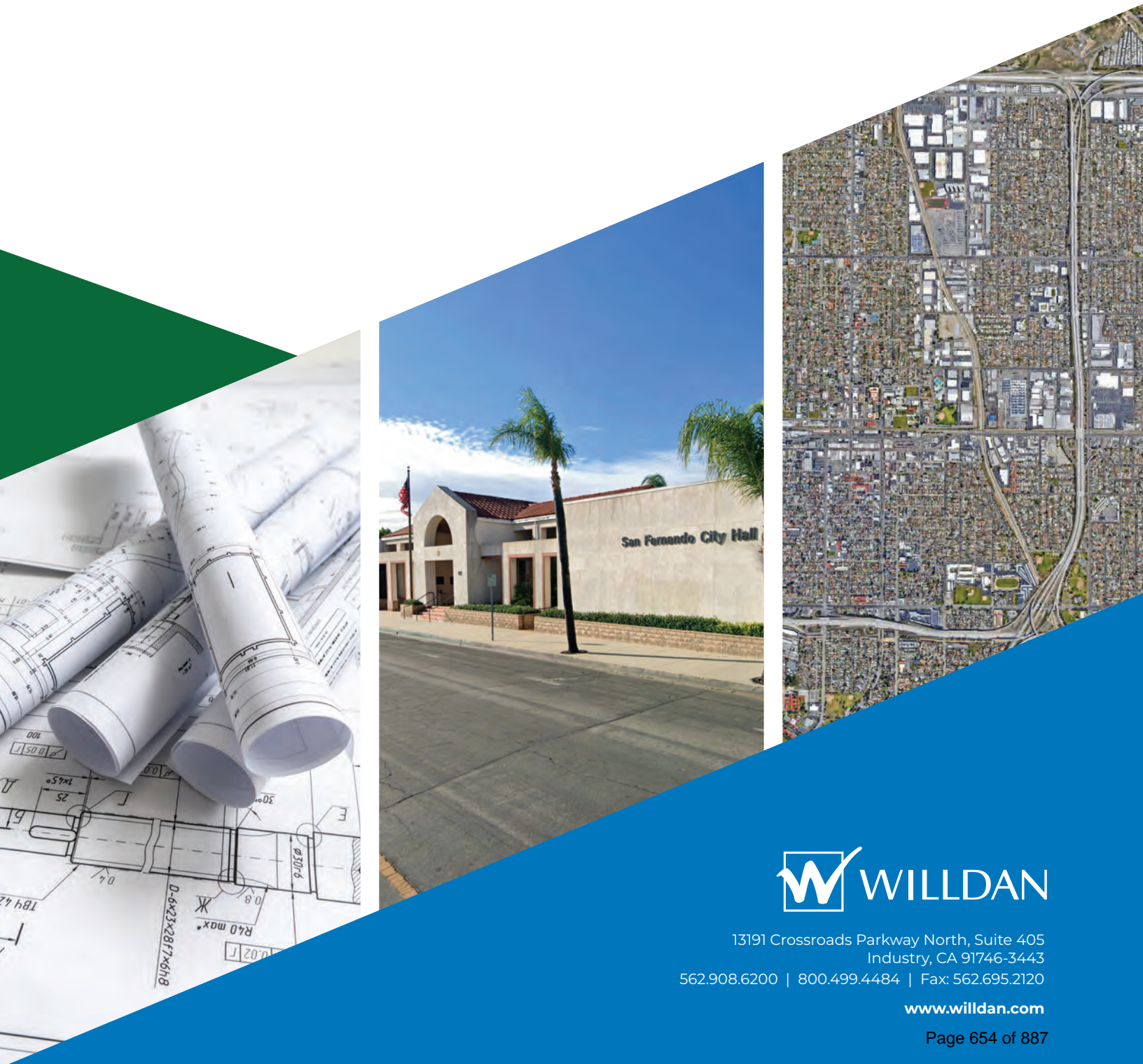
Administrative

Administrative Assistant I	\$83
Administrative Assistant II	100
Administrative Assistant III	117
Project Accountant I	94
Project Accountant II	110
Project Controller I	117
Project Controller II	132

* for Non-Prevailing Wage Project ** for Prevailing Wage Project

Mileage/field vehicle usage will be charged at a rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus 15 percent. A subconsultant management fee of 15 percent will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Rates are valid July 1, 2021 thru June 30, 2022, thereafter, the rates may be raised once per year to the value between the 12-month percentage change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/ San Francisco/San Jose area and five percent.





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2021
PROFESSIONAL SERVICES AGREEMENT

(Engagement: Water and Wastewater Engineering Services)
(Parties: CWE and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CWE, (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, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for water and wastewater engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

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 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. 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 as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for Water and Wastewater Engineering

Services”, (hereinafter, “CITY RFP”) and the written proposal of CONSULTANT entitled “Proposal to Provide Water and Wastewater Engineering Services” (hereinafter, the “CONSULTANT Proposal”) dated November 4, 2021. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT’s Fee Schedule, as shown in Exhibit “C” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of up to **Five Hundred Thousand Dollars (\$500,000)** (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, 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.

- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will 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 will 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 REPRESENTATIVE: 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 will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Katie Harrel, Special Projects Manager, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this

Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

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

- A. CONSULTANT will perform all Work skillfully, competently and consistent to that degree of care utilized by like professionals of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. 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
- G. 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 will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Katie Harrel, Special Projects Manager.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will 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 will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will 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 will 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) 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 will 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 will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will 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 Representative is 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 will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or 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 herein 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.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: 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, CONSULTANT 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 CONSULTANT or any of CONSULTANT'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 CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT 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 CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT 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) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 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 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.

- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, 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.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) 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 10-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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 will 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 will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will 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 1.5, above, will 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 will 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 will 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 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.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, 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 will 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 will 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 will 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 will 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CWE
1561 E. Orangethorpe Avenue, Ste 240
Fullerton, CA 92831-5202
Attn: Katie Harrel
Phone: 714-526-7500

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Department
Phone: (818) 898-1212

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will 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, will 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 will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will 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 will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires,

earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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:

CWE:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Water and Wastewater Engineering Services

RELEASE DATE: October 12, 2021

RESPONSE DUE: November 4, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando Public Works Department is requesting proposals from qualified firms to provide water and wastewater engineering services. The contract for services will have an initial term of three (3) years and allow two additional one-year options to renew. The City is looking for an experienced engineering consultant that can assist with conducting engineering assessments of our aging infrastructure. The City will need assistance with preparing water and sewer master plans, assisting with developing a main replacement program based on an engineered assessment, and making recommendations for our CIP planning efforts. The City is also looking for general engineering support services with respect to our water and sewer system. This will also include engineering design services for main replacement program.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and water production/distribution system. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential.

The Public Works Department provides engineering services and capital planning to ensure a high quality of public infrastructure and is responsible for rehabilitating and restoring the City's infrastructure (i.e. facilities, streets, water pipelines, sewer system), providing safe and reliable water delivery, improving the flow of traffic, maintaining parkway streets and landscape, cleaning of City streets, overseeing transportation programs, managing the City's sanitary sewer system, and coordinating refuse and recycling programs.

SCOPE OF SERVICES

Water and Wastewater engineering services may include, but shall not be limited to, the following:

1. Conducting engineering assessments of water and sewer infrastructure
2. Preparing Water and Sewer Master Plans
3. Design and Preparation of Water and Sewer Main Construction Plans (including specifications)
4. Bid Preparation and Analysis
5. RFI and Project Submittal Reviews
6. Construction Management services, including field inspection

7. Providing guidance for short-range and long-range CIP development
8. General water and wastewater engineering support services, as needed

Support engineering services, such as geotechnical or general civil may be required based on the specific project needs, so please provide a description of engineering experience outside of those listed in this section.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, October 25, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, October 27, 2021**.

C. Submission of Bid Proposals

All proposals shall be submitted via email to Matt Baumgardner, Director of Public Works at Mbaumgardner@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **Water and Wastewater Engineering Services**" Proposals must be received no later than **Thursday, November 4, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract **(Attachment A)** will be signed subsequent to the Director of Public Works' review and approval of the recommended firms.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	October 12, 2021
Deadline for submittal of Questions:	October 25, 2021
Response to Questions:	October 27, 2021
Deadline for submittal of Proposal:	November 4, 2021
Interviews (if necessary)	November 2021
Execute Agreement:	December 6, 2021

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work.
2. Relevant experience within the past five years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in providing water and wastewater engineering services for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing engineering services must be submitted.
2. Firm shall submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing projects, organizational resources, and the primary businesses in which the firm is involved.
3. Firm must demonstrate an understanding of the scope of work requirements as described in this RFP.
4. Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.
5. References from previous clients, similar in size to the City of San Fernando, with direct knowledge of past performance of firm. Client references should be located within California

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.



Creating
a Better
Tomorrow,
Today™

EXHIBIT "B"
CONTRACT NO. 2044

Proposal For

Water and Wastewater Engineering Services

Submitted to:
City of San Fernando

November 4, 2021



CWE

1561 E. ORANGETHORPE AVENUE

SUITE 240

FULLERTON, CA 92831-5202

(714) 526-7500 PHONE

(714) 526-7004 FAX

www.cwecorp.com

November 4, 2021

Matt Baumgardner, Director of Public Works
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Cover Letter

Proposal to Provide Water and Wastewater Engineering Services

Dear Matt Baumgardner,

CWE is a versatile, award-winning firm that provides innovative and sustainable solutions to solve complex issues involving civil engineering, water resources, and environmental engineering throughout the Western United States. We are excited for the opportunity to enhance your community by utilizing over 100 years of combined experience amongst our team to provide the City with comprehensive water and wastewater engineering services.

We have selected **Katie Harrel, PE, ENV SP, QSD** to serve as Contract Manager. As Contract Manager, Katie will evaluate the skillset and workloads of CWE team members to select the best-suited professionals to provide comprehensive and timely services to the City of San Fernando (City). Having worked with the City on the San Fernando Regional Park Infiltration project as Assistant Project Manager, Katie is abundantly familiar with the City's challenges, standards, and procedures which will allow her to hit the ground running on task orders the City may have under this contract.

We hope to continue **Creating a Better Tomorrow, Today™** with the City and look forward to discussing our qualifications with you. This proposal will remain valid for a period of sixty (60) days from the date on this letter. If you have any questions or require additional information, please contact me at (714) 262-0180 or vbapna@cwecorp.com.

Respectfully submitted,

CWE

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P
Principal



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

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City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

1. Statement of Qualifications

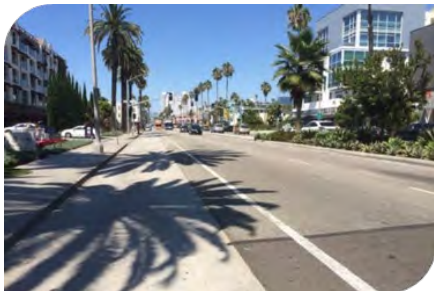
The following projects are representative of CWE's relevant experience in the past five years providing services similar to those that may be required by the City under this contract.



City of Visalia Public Facility Master Plans for Stormwater and Sanitary Sewer Collection

CWE is assisting the City of Visalia with its Stormwater Master Plan update in order to meet the City's General Plan policies. The update will minimize stormwater runoff and volumes, control water pollution, and maximize groundwater recharge covering approximately 38 square miles within and near the City. Previous updates implemented by the City included design and construction of the Mineral King Sanitary

Sewer Trunk Line from Ranch Street alignment to Stevenson Street. CWE's tasks include review of existing data and collection of new data; model development and analysis using United States Environmental Protection Agency (EPA) Storm Water Management Model 5.1 software (SWMM); waterways modeling and analysis using HEC-RAS; evaluation of retention basins, pumps, and discharge pipe modeling and analysis, preparation of a master plan based on the results; and evaluation of floodplains and the Community Rating System (CRS).



City of Santa Monica Annual Water Main Replacement Program

CWE provided design services for the replacement and upgrades of existing water mains at three project sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. CWE provided design services for new water main pipeline, encompassing approximately 2,230

lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of Plans, Specifications, and Estimates (PS&Es), including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to Requests for Information (RFIs) and Requests for Comments (RFCs), conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services



Los Angeles County Public Works Review of the Tract 50385 Agua Dulce Wastewater Treatment Plant Conceptual Report

CWE reviewed and provided recommendations on a conceptual report for the Tract No. 50385 Agua Dulce Wastewater Treatment Plant in the Agua Dulce area of Los Angeles County. Documentation reviewed included a facility report and various tract maps provided by the LA County Department of Public Works. Review included the potential wastewater treatment

plant and feasible options and design technologies to utilize the least amount of energy required to meet water quality objectives. CWE provided a Technical Memorandum detailing our comments on the Conceptual Report and provided them to Los Angeles County Public Works.



United States Bureau of Indian Affairs Fort Peck Rural Water System

CWE examined, analyzed, and assessed costs associated with the operation and maintenance (O&M) program for the Fort Peck Reservation Rural Water System. Tasks included: examination of the Missouri River intake pumping plant location, approximate locations of the raw intake water pipeline to the treatment plant, and the treatment plant facility located about four miles from the intake structure; review of engineering drawings and reports; field visits; review of applicable statutes; regulatory guidance;

and preparation of a final report to determine the extent of the water project undertaking, expected work required to operate and maintain the facility, associated costs and offsets, and ensuring that the subject system is operating pursuant to statutory limitations.



United States Army Corps of Engineers Dulzura Brown Field Border Patrol Station

CWE is currently providing civil engineering design services for more than a mile of pipeline improvements to the US Army Corps of Engineers (USACE) Dulzura Brown Field Border Patrol Station. As part of the ultimate design, CWE is preparing Caltrans format improvement plans for the widening of Highway 94. The highway widening is needed to accommodate acceleration/deceleration lanes into the entrance of the Station. Tasks

include developing road improvement plans, traffic control plans, signing and striping plans, sewer design plans, and storm drain PS&Es for approval from Caltrans. The ultimate design includes designing improvement plans for installation of the water well pump, 5,500 LF of mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site Stormwater Pollution Prevention Plan (SWPPP); preparing onsite sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. CWE tested water quality to assure potable water met or exceeded San Diego County and State of California water quality standards.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**City of Glendora Water System Modeling for Tract 45858**

CWE provided a hydraulic model analysis for the City of Glendora Tract 45858. A developer acquired the property and planned to complete development of the property. Hydraulic modeling was required to determine if the water system could supply the development area of approximately 71 acres with enough water pressure to meet firefighting needs. Computer modeling was performed using H2OMAP Water® by Innovyze to study Zone 13 with the addition of new infrastructure. The model consisted of over 150 nodes with pipes, fittings, fire hydrants, two booster pump stations, two reservoirs, and a connection to Zone 3 at two locations. The model used a peak flow of 2,500 gpm for two hours to the highest fire hydrant to verify that the system met the fire flow requirements. Tasks included: plan review and collection of relevant information, development of the hydraulic model, computer modeling using different scenarios, and report preparation for the City.

**Port of Long Beach Port-Wide Capital Improvement Water Infrastructure Master Plan**

CWE developed a Water Master Plan for the Port of Long Beach (POLB) that consists of 35 miles of drain and 15 pump stations. This document will guide and prioritize planning and capital improvements for the POLB system, enhance water quality, and ensure adequate capacity for the next 20 years. CWE performed studies, created a hydraulic model, and provided Quality Assurance and Quality Control (QA/QC) auditing services. The model covered the POLB infrastructure both within and outside of the Harbor Districts and was created based on historic data but was developed to evaluate real-time impacts to the Port. This model allows the POLB to determine expected performance of facilities based on real-time data and evaluates whether the systems are working correctly.

**City of Santa Monica Los Amigos Park Water Harvesting and Direct Use Demonstration**

CWE designed a demonstration project that taps into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park. The system captures water and treats flow with an Ultraviolet (UV) treatment system and delivers the highly treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources to decrease potable water use and protect the future of California's water supply. CWE designed a UV Treatment Train System that treats approximately 80 gallons per minute (gpm). A jack-and-bore approach was also designed and implemented to reduce construction disturbance within the street. Tasks included: developing a project study report; conducting a geotechnical investigation and utility search; preparing PS&Es; coordinating with the Los Angeles County Flood Control District (LACFCD); obtaining regulatory approvals from the California Coastal Commission (CCC), Department of State Architect (DSA), and the Los Angeles County Department of Public Health (DPH); performing public education and outreach; providing construction support; preparing a Sampling and Analysis Plan (SAP); assisting the City with report preparation; and designing educational signage.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services



City of Torrance North Well Field Phase II Design

CWE provided design services to the City of Torrance to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site located west of Yukon Elementary School in north Torrance. The Phase II design provided the City with final Plans, Specifications, and Estimates (PS&Es) for water and storm drain piping south of I-405 and connected to the existing City water and

County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch-diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for the California Department of Transportation (Caltrans) and Los Angeles County Flood Control District (LACFCD); performing a design survey and hydraulic analysis; and preparing PS&Es. CWE also provided bid and construction support for this project.



Los Angeles County Department of Parks and Recreation Earvin Magic Johnson Park

CWE provided conceptual design, schematic design, design development, construction documents and administration, plan checks, bidding, and as-built drawings for improvements to Earvin Magic Johnson Park and Ujima Village. The Earvin Magic Johnson Park used to serve a portion of the greater Los Angeles area with limited park facilities. The Phase 1 renovation included improvements to south lake area, including the

addition of a community center, a splash pad, playground facilities, and use of stored water for irrigation and lake water replenishment. CWE conducted a water and sewer study to assess the feasibility of bringing potable water from the existing water line, adding a line for fire hydrants, and delivering wastewater to the existing sewer system. CWE also conducted topographic surveys, hydrology study and drainage analysis, grading, utility search, and topographic mapping of the 113-acre park.



City of Torrance Miscellaneous Water Main Replacements, I-153: 405/North High School Neighborhood

CWE is currently providing civil engineering design services to replace miscellaneous water mains in the City of Torrance. The City is in the process of replacing existing cast iron water mains with ductile iron water mains in the North Torrance neighborhood bounded by the 405 Freeway and 176th Street, to the west by Prairie Avenue, to the south by 182nd Street and the east by Yukon Avenue.

Work includes the installation of approximately 9,100 linear feet of new water mains, valves, fire hydrants, services lines, meters, and the abandonment of the existing mains. CWE is preparing base maps, alignment alternatives, preliminary plans, 90% Plans, Specifications, and Estimates (PS&Es), and 100% PS&Es, as well as providing bid-ready construction documents and attending design phase meetings.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services



City of Rancho Palos Verdes Drain Point Repair The City of Rancho Palos Verdes completed a drain lining project in 2013, and during that project, numerous pipes were identified that required replacement or significant repairs before the lining could be implemented. CWE is currently providing design services on over 1,500 linear feet of replacement and repairs so future lining can be installed. CWE is designing these replacement and repairs for drains in 11 different locations. Additional tasks were added to protect downstream natural drainage courses from erosion that is causing

bank failures. Tasks include reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing Plans, Specifications, and Estimates (PS&Es) for each of the 11 project sites.



City of Agoura Hills Water Quality Master Plan CWE developed a Water Quality Master Plan to provide the City of Agoura Hills with a roadmap to direct implementation efforts, kick-start the planning and design of improvement projects, and prepared the City for available and upcoming funding opportunities. CWE developed a GIS-based inventory of existing water facilities and hydrologic characteristics, including drains. From that, we used a GIS geodatabase prepared by the Sanitation Districts of Los Angeles County as part of their Storm Drain Initiative (SDI) effort to develop

and maintain a complete GIS layer of water management infrastructure within Los Angeles County. The database includes catch basins, fittings, inlets, energy dissipaters, maintenance manholes, network structures, parkway drains, pump stations, channels, mains, lateral lines, easements, and miscellaneous structures among other attributes. Additional tasks included: evaluating the City's watershed impairments and reviewing water quality data, formalizing the City's minimum control measures and ordinances, developing the capital outlay program with associated costs, preparing a phased implementation plan, identifying grant funding opportunities, developing an infrastructure maintenance plan, documenting program goals, and compiling the information into a comprehensive Water Quality Master Plan.

2. Firm Introduction



Since our inception on January 1, 2006, **CWE's** (S Corporation) trusted civil infrastructure, water resources, and environmental engineering services have enhanced the quality of life of our esteemed communities. We have served over 150 public municipalities, utility companies, private businesses, and federal agencies who have benefitted from our promise of **Creating a Better Tomorrow, Today.™** Our award-winning industry leaders actively work to

cultivate the engineering protégés and environmental stewards of tomorrow. We 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.



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

CWE has been recognized by the Zweig Group as a "Hot Firm" four times and a "Best Firm to Work For" five years in a row. These honors not only highlight CWE's significant business growth, but also reflect our growing staff's sense of purpose and happiness at CWE. We are eager to demonstrate how engaged employees with the same goal of **Creating a Better Tomorrow, Today.™** prompt clients to return, and show the City what benefits we can bring to your table and fulfill the civil engineering tasks you need. We are a Small Business Enterprise (SBE).



CWE staff have provided over 300 miles of conveyance infrastructure improvements and replacements for municipal clients throughout Southern California, including the Cities of Anaheim, Burbank, Claremont, Dana Point, El Monte, Fontana, Highland, Indio, Long Beach, Los Angeles, Moreno Valley, Rancho Palos Verdes, Riverside, Santa Monica, Torrance, and more. CWE has completed over 250 projects with less than 4% average in construction change orders. Our staff have also developed, assisted in the development of, and provided updates for more than 10 master plans of drainage, including the Port of Long Beach (POLB) Port-Wide Capital Improvement Stormwater Infrastructure Master Plan, Los Angeles Department of Water and Power (LADWP) Stormwater Capture Master Plan, San Bernardino County Stormwater Resources Plan, City of Visalia Public Facility Master Plans for Stormwater, City of Agoura Hills Water Quality Master Plan, and more.

2.1 List of Owners/Officers

Farooq Qureshi, Owner, Board of Directors

Katie Harrel, Owner, Board of Directors

Jason Pereira, Owner, President, and Secretary

Vik Bapna, Owner, Chief Executive Officer, and Chief Financial Officer

2.2 Management Philosophy

CWE implements project management through a combination of administrative steps and procedures to assure project scope and objectives are met on time and within budget. Project management elements are characterized by frequent communication with clients, project team coordination, decision documentation, and multi-step quality control. CWE will work with the project team to determine the best approaches to communication, working through design concerns, and providing timely responses. CWE has used this management program with great success on many projects of similar complexity and size. CWE has received numerous letters of commendation from satisfied clients attesting to the success of our project management program. Copies of these letters can be furnished upon request.

Coordination

Contract Manager, Katie Harrel will coordinate team activities and keep the City of San Fernando (City) informed of important progress and transmittals. We have found that a critical key to successful project completion is maintaining communication with the client to discuss progress, identify problems, assign priorities, implement solutions, and accept feedback. Coordination, coupled with progress meetings, avoids delays and ensures that projects are completed on schedule and within budget. We will communicate with the City as frequently as necessary to ensure that efforts for the project are

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coordinated and moving forward on schedule. Resolving concerns and questions as quickly as possible will keep the project on schedule.

Project Scheduling

For each task order under this contract, we will develop and use comprehensive Microsoft Project schedules to regularly monitor progress and upcoming work items. This has proven successful in keeping track of forthcoming critical issues and decisions. We will keep the City apprised of planned work, project progress, and deliverables. We will notify the City of any critical issues and changes in the anticipated project progress and delivery of key tasks.

Budget Control

Two methods for maintaining budgetary control are frequent project accomplishment evaluations and periodic project expenditure monitoring. The CWE Contract Manager will regularly evaluate the project scope of work and the client's objectives to monitor and identify changes that may affect project costs. This approach has proven successful in reducing client costs and developing a clear time schedule for project delivery. CWE recognizes the need for project budget and progress tracking in order to minimize the risk of cost overruns or project deficiencies. Each week, our Contract Manager reviews individual task charges to ensure accuracy. Each month our Contract Manager receives project summary reports detailing hours charged and costs for that particular period and for the project to date. Our monthly invoices include hours and costs charged to the job for that month, and a summary that shows the amount spent to date and the budget remaining. They are accompanied by a project status report that shows tasks worked on for the month, their percent complete, and critical items for the tasks that remain to be resolved. Regular communication with City staff is always a high priority for our Contract and Project Managers to ensure surprises do not occur on the project.

Quality Assurance

CWE is responsible for delivering accurate and complete work products and will fulfill that responsibility through Quality Assurance Program implementation. Our Quality Assurance Program ensures that quality work products and services are delivered to our clients on a consistent basis. The Quality Assurance Program will be implemented and maintained throughout the contract duration on a task-by-task basis. This plan will establish the necessary processes to accomplish the following:

- The project is undertaken in accordance with good engineering practices that address all requirements.
- The documents, maps, models, reports, and other deliverables submitted to the City are independently checked and back-checked.
- A Document Control System is developed and maintained.
- Coordination is closely monitored.

Principal Vik Bapna will provide Quality Assurance/Quality Control (QA/QC) services. He will be responsible for performing quality control checks and managing the independent peer review process of completed deliverables. With 30 years of public agency engineering experience, he has the background and expertise to make sure all submittals are accurate, complete, and in compliance with all required standards.



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3. Understanding of the Scope of Work

Condition and Engineering Assessment

Every day in communities across the United States millions of gallons of water are sent through complex underground pipe systems. These systems operate all day, every day, to convey various water types to treatment plants, basins, reservoirs, rivers and aqueducts, and contribute to a healthy environment for our families. One of the challenges of maintaining these collection systems is that so much of the process takes place underground, out of view. Most municipal systems are at least 60 years old, and many communities have assets that are older than 100 years.

Given the age of our systems, many communities and utilities are turning their attention to assessing the condition of their underground pipes and associated infrastructure. A Condition Assessment is an investment in these valuable community assets. It's also an investment in managing risk. Knowing the structural condition of your assets will allow you to avoid emergencies, prioritize repair and replacement projects, and plan for the future.

Condition assessment is an ongoing process (see figure at right). To assess the condition of a water pipe system, data and information are gathered through observation, direct inspection, investigation, and indirect monitoring and reporting. An analysis of the data and information helps determine structural and operational issues, and performance of the system. Condition assessment also includes failure analysis to determine the causes of infrastructure failures and to develop ways to prevent future breakdowns. Condition assessment enhances the ability of owners to make technically sound judgments regarding asset management. Some may presume that older pipe must be in poorer condition than newer pipe, which is not always the case. There are many examples showing 80-year-old pipe in excellent condition and 30-year-old pipe near failure. The only way to know for sure is to take a look – perform a condition assessment.



Knowing how your collection system really works will reveal maintenance and capacity issues before they become maintenance problems. Implementing a proactive program based on information and systematic assessment leads to preventive maintenance decisions, rather than reacting to emergencies, and removes some of the politics and second-guessing from decision-making.

Performing a condition assessment has a cost but being able to organize the assets of your system by maintenance and replacement needs is an essential step toward better management. A variety of methods have been developed for performing condition assessments, but they generally follow a similar



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progression of steps: setting objectives for the condition assessment, identification of assets and available data, asset inspection, data analysis, and decision-making.

The first step when developing a condition assessment program is to determine what you want to achieve and how you want to use the program. Improved service, regulatory compliance, operation and maintenance ease, efficiency, risk management, and/or financial budgeting and forecasting, are among many goals of condition assessment programs. For many owners, identification of high-risk pipes or areas where a catastrophic failure could lead to extensive service disruptions and health, or environmental damage is a priority. A risk-based condition assessment program would focus on specific pipes and areas that present these types of risk.

The engineering assessment of the program should consider how the results of the condition assessment will be used to make decisions and achieve your goals. Key performance indicators (KPIs) - that will be used to determine progress - can be defined at this step. KPIs often focus on three categories: Service, Expenditure, and Investment. Preliminary objectives for performing a condition assessment could include understanding the structural condition, performance, and/or progression of deterioration (i.e., remaining service life) of the assets.

To support the engineering assessment of the City's water and sanitary sewer system, existing and future conditions, a study area will need to be defined. The study area will be analyzed to include land use and densities, existing land use conditions versus buildout conditions. We will use any available flow monitoring data to calibrate a hydraulic model. The hydraulic model development activities can include review of system data including Geographic Information System (GIS) mapping, Supervisory Control and Data Acquisition (SCADA), billing system statistics, sewer flow analysis and allocation, elevation extraction for the model facilities based on survey data, diurnal (daytime/nighttime) pattern assignments, and for the sanitary sewer system an analysis of dry- and wet-weather peaking factors. The calibrated hydraulic models can then be used to perform a comprehensive capacity analysis of the systems under current and future conditions.

Preparing Water and Sewer Master Plans

A Water and Sanitary Sewer System Master Plan provides the City with a tool for planning water and sanitary sewer collection system infrastructure improvements. The primary purpose of the Master Plans is to evaluate the capacity of the City's existing infrastructure under current conditions and plan for the capacity required by future conditions associated with anticipated development projects. To analyze the impacts of existing and future water and sewer flows, a numerical hydraulic model needs to be developed.

To fully assess existing conditions and plan for the future capacity needs of the system, future flow estimates should incorporate the changes in demand and flows that would be generated by anticipated development and the additional water that enters the sewer system from storm-related events, and losses from the aging water infrastructure.

Infrastructure Design

Once project infrastructure limits are defined, we will assist the City in developing preliminary design plans. This step will use the data from existing infrastructure plans and may include additional topographic survey and utility search. In areas with tight utilities, potholing may be necessary to locate

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the horizontal and vertical alignment of the existing utilities. Design plans will be progressed further up to 100% plans. They will include title sheet, plan and profile, and connection and miscellaneous details. The project specifications will be developed to specifically relate to the project. Greenbook will be the basis of the project technical specifications. We will also develop an Engineer's Opinion of Probable Cost for the project which will include bid schedule, and quantities.

Bid Preparation and Analysis

CWE will assist the City in developing and sending out the bid documents. We normally call potential construction contractors to inform them of the project, and to encourage competition for the project. We will attend a pre-bid meeting and site walk for the Project to support the City in sharing key project information. CWE will respond to Requests for Information (RFIs) on the design plans and specifications. If any revisions are necessary to the plans to clarify the intent of the design, we will make those revisions to the plans and/or specifications. We will prepare responses to bidder's questions as they may relate to the design and contract. Once the bids are received, we will verify the contractors have met the minimum contract criteria including reference checks, and analyze the bids including verifying the quantities, unit costs, anomalies in costs and outliers in unit costs.

RFI and Project Submittal Reviews

CWE will review and respond to RFIs in line with the requirements outlined in the specifications. We will use standardized RFI response templates. These forms may include a summary of the RFI, date received, date responded to, and our response. Critical RFIs will be expedited upon request. CWE will log all RFIs and responses in a table that will be distributed to the contractor on a regular basis to confirm items requested have been responded to adequately.

Additionally, upon receipt of a Request for Change (RFC), CWE's construction team will review the Project documents to determine the merit of the request and create an independent cost estimate as a basis for negotiation. We will then work with the contractor to issue a reasonable cost or recommend the work be completed on a time and materials basis (T&M). We will use a standard form for our responses to maintain consistency. As with the submittals and RFIs, we will maintain a log of the RFCs submitted and responded to.

Construction Management and Inspection

Construction management service provides the City with effective management of the project's schedule, cost, quality, safety, scope, and function. As the Construction Manager (CM) we understand that we represent the City's interest and provides oversight over the entire project directly for the City.

In addition to managing the overall project timeline and inspections, our work will be critical to ensuring prevailing wage compliance, progress payments, scheduling, testing, punchlists, close out documents including as-builts.

As part of the prevailing wage compliance review, we will review the contractor's daily log of their personnel onsite (sign-in sheets), which will be reviewed against the inspector's records. Additionally, we

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will conduct interviews of the contractor staff for work performed and their pay status. We will verify all this against the Contractor's Certified Payroll Reports (CPRs).

For progress payments, CWE will track the work progress and develop our own measurements, and calculations for work completed. Progress payment requests from the contractor will be verified against their quantities and our quantities and come to an agreement on the completed work. The revised progress payment invoices will be forwarded to the City for recommending payments to the contractor.

CWE will analyze the contractor's baseline schedule, identify the critical path, and provide feedback as appropriate. We will review the three-week look ahead, and the schedule updates to monitor the Project progress, identify potential delays, and avoidance to ensure the contract days are met for the project.

We will attend the construction progress meetings to discuss construction updates, status of RFI and RFCs, review the three-week look ahead and plan accordingly for inspections and necessary testing. Project concerns will also be brought up and discussed at regular progress meetings. CWE will prepare meeting agendas and summaries.

CWE will continually review the contractors redlines and changes in the single set and ensure it is kept updated to all the changes that were incorporated in the field. This will assist in developing the final as-builts for the project. We will also lead the punchlist walk through of the project with the City and the contractor to correct and remedy deficiencies. Once the punchlist items have been addressed, CWE will request and review warranties, guarantees, Operation and Maintenance (O&M) manuals, as-built mark ups, charts, and other required documents as identified in the Project specifications. CWE will then recommend issuance of the final payment and deliver an electronic file containing Project documents to the City for their records. Documentation will include the RFIs, submittals, shop/working drawing reviews, RFCs, inspection reports, photographs, and more, as documented in the task descriptions above.

Inspections – CWE will provide and maintain sufficient staff to effectively inspect the project operations. Inspections will be performed to verify that the workmanship and quality of the contractor's work are to industry standards and in compliance with Project specifications. The contractor will be directed immediately to conform to the Project specifications for any observed deficiencies. We will also maintain photo documentation of daily activities, as we have found that having photo documentation can help settle claims and provide visual confirmation of the Project status.

CWE will monitor for conformance with plans, specifications, and other applicable laws and codes. CWE will meet with contractors onsite and review the work as it is carried out. No work that requires submittal approval and/or testing will be accepted until the necessary approvals are obtained. The onsite inspector will log activities each workday and quickly notify the City of issues as they become apparent.

The CWE inspection team will develop and maintain strict inspection diaries to document work progress, labor and equipment utilized, issues encountered, direction given to the contractor, safety violations, and other items of concern. Inspection diaries will include the names of each contractor's personnel onsite that day. Coordination with impacted parties (such as utility companies, school, and local residents) and public notification and outreach will take place as needed for each project.



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4. CWE Personnel

CWE's principals got their start in the industry as Watershed Managers for the LACPW and LACFCD in the early 1990s. During their combined 30-year tenure, they noticed a disturbing trend of highly qualified key personnel being interviewed for contracts but losing all communication with them once the contract was officially awarded. CWE does not believe in unacceptable "bait-and-switch" techniques larger firms sometimes use to secure contracts, leaving their clients to deal with personnel with whom they have no familiarity. With CWE, who you see is who you get! Our Project Manager will select the team members with the most relevant experience to staff Task Orders under this on-call contract from the exceptional resources presented herein.

4.1 Meet Your Contract Manager



Katie Harrel
PE, ENV SP, QSD
Contract Manager

Katie Harrel, PE, ENV SP, QSD | Katie is a talented engineer with nine years of experience in the management, feasibility assessment, and design of award-winning Best Management Practices (BMP) projects. She effectively coordinates with clients, permittees, subconsultants, and project staff to ensure project completion on strict budgets and deadlines. Her duties have included developing master planning concepts, designing urban runoff treatment and control facilities, preparing pollution prevention assessments and reports, performing stormwater compliance inspections, performing water quality monitoring, conducting hydrology and hydraulic studies, modeling hydrology and hydraulic conditions, conducting utility research, traffic control planning, and obtaining required permitting. She has extensive experience coordinating with project staff to ensure project completion.



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4.2 Qualifications at a Glance

The table below illustrates, at a glance, which of our personnel have provided services on the projects contained in **Section 1. Statement of Qualifications**.

Personnel	Years of Experience	Visalia Public Facility Master Plans for Stormwater and Sanitary Sewer Collection	Santa Monica Annual Water Main Replacement Program	LACPW Review of the Tract 50385 Agua Dulce Wastewater Treatment Plant Conceptual Report	USBIA Fort Peck Rural Water System	USACE Dulzura Brown Field Border Patrol Station	Glendora Water System Modeling for Tract 45858	POLB Port-Wide Capital Improvement Water Infrastructure Master Plan	Santa Monica Los Amigos Park Water Harvesting and Direct Use Demonstration	Torrance North Well Field Phase II Design	LACDPR Earvin Magic Johnson Park	Torrance Miscellaneous Water Main Replacements, I-153: 405/North High School Neighborhood	Rancho Palos Verdes Drain Point Repair
Bill Young	40												
Vik Bapna	30												
Katie Harrel	9												
Larry Tortuya	20												
Steve Bell	16												
Dr. Kayla Kilgo	10												
Tammy Takigawa	6												
Chris Pendroy	27												
Mike Nguyen	16												
Alexis Mascarinas	5												

4.3 Resumes of Key Personnel

Resumes of our Key Personnel are provided on the following pages. Additional staff resumes are available upon request.

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**Katie Harrel, PE, ENV SP, QSD**

Katie Harrel is a talented engineer with nine years of experience in the management, feasibility assessment, and design of award-winning BMP projects. She effectively coordinates with clients, permittees, subconsultants, and project staff to ensure project completion on strict budgets and deadlines. Her duties have included developing master planning concepts, designing urban runoff treatment and control facilities, preparing pollution prevention assessments and reports, performing stormwater compliance inspections, performing water quality monitoring, conducting hydrology and hydraulic studies, modeling hydrology and hydraulic conditions, conducting utility research, traffic control planning, and obtaining required permitting. She has extensive experience coordinating with project staff to ensure project completion. Additionally, Katie has extensive experience assisting public agencies with complex grant applications as high as \$17 million.

RELEVANT EXPERIENCE

City of Agoura Hills Water Quality Master Plan Assistant Engineer for the development of a document to provide the City with a roadmap to direct implementation efforts and kick-start the planning and design of stormwater improvement projects and prepare them for available and upcoming funding opportunities. Tasks included: development of a GIS-based inventory of existing stormwater facilities and hydrologic characteristics; preparation of a drainage atlas from the GIS data; an evaluation of stormwater regulations and their impacts on the City; an evaluation of stormwater problems in Agoura Hills; developing solutions to these stormwater problems; identifying future stormwater capital facility opportunities; developing a phased implementation plan; identifying grant funding opportunities for stormwater improvements; developing an infrastructure maintenance plan; documenting stormwater program goals; and compiling the gathered information into a comprehensive Water Quality Master Plan.

City of Visalia Development of Citywide Stormwater Management Plan Project Engineer for the preparation of a citywide Stormwater Management Plan as outlined by the SWRCB Phase II Small MS4 General Permit for stormwater discharges. The 2013 Phase II Small MS4 General Permit identifies permit requirements, including program management, public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control,

**Years of Experience**

9

Education

MS, Civil Engineering, 2015,
California State University,
Long Beach

BS, Civil Engineering, 2013,
California State University,
Long Beach

Registrations

Civil Engineer, CA, 85752

Envision™ Sustainability
Professional Credential,
23336

Qualified SWPPP Developer,
C85752

Awards and Recognition

Civil + Structural magazine,
"Rising Star," 2018

Orange County Engineering
Council, "Young Engineer
Award," 2015

Storm Water Solutions

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pollution prevention/good housekeeping for the Permittee Operations Program, post-construction stormwater management, water quality monitoring, program effectiveness assessment and improvement, TMDL compliance, and an annual reporting program. Tasks include: preparing a Stormwater Management Plan and documenting implementation progress and program effectiveness, facilitating public participation during plan development, and preparing a five-year estimate of financial and staffing needs for plan implementation.

City of Santa Monica Annual Water Main Replacement Program Project Engineer for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

City of Rancho Palos Verdes Storm Drain Point Repair Assistant Project Manager for design services provided to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring significant repairs before lining could be completed. Designed repairs for storm drains in seven different locations. Tasks managed included: reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites; performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each project site.

City of Santa Monica Los Amigos Park Stormwater Harvesting and Direct Use

Demonstration Katie provided design for a demonstration project that tapped into an existing storm drain line running along a school athletic field and Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Tasks included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, construction support, preparing a SAP, assisting the City in report preparation, and designing educational signage. This project was the recipient of the 2017 CASQA Outstanding Stormwater Sustainability Project, ASCE Outstanding Small Project, and the Storm Water Solutions magazine Top Stormwater and Erosion Control Project Awards.

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**Vik Bapna, PE, ENV SP, CPSWQ, QSD/P**

Vik Bapna is an award-winning civil engineer with 30 years of experience in the planning, design, and construction of more than \$250 million worth of civil engineering projects, ranging from single-lot developments to regional stormwater best management practice (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.

RELEVANT EXPERIENCE**City of San Fernando Regional Park Infiltration Project**

Project Manager for design services for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks managed included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

US Bureau of Indian Affairs Fort Peck Reservation Rural Water System Principal-in-Charge for the examination, analysis, and assessment of costs associated with the operation and maintenance (O&M) program for the Fort Peck Reservation Rural Water System. Tasks included: examination of the Missouri River intake pumping plant location, approximate locations of the raw intake water pipeline to the treatment plant, and the treatment plant facility located four (4) miles from the intake structure; review of engineering drawings and reports; field visits; review of applicable statutes; regulatory guidance; and preparation of a final report to determine the extent of the water project undertaking,

**Years of Experience**

30

Education

BS, Civil Engineering, 1991,
New Jersey Institute of
Technology

Registrations

Civil Engineer, CA, 52060

Envision™ Sustainability
Professional Credential,
18196

Certified Professional in
Storm Water Quality, 543

Qualified SWPPP Developer/
Practitioner, 368

Awards and Recognition

Orange County Engineering
Council, "Outstanding
Engineering Merit Award,"
2015



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expected work required to operate and maintain the facility, associated costs and offsets, and ensuring that the system is operating pursuant to statutory limitations.

City of Glendora Water System Modeling for Tract 45858 Principal-in-Charge tasked to study Zone 13 pipe network with the addition of new infrastructure (pumps, pipe, and reservoirs) to be constructed by a residential land development project as part of the City's Sewer Master Plan update. Tasks included reviewing plans and collecting relevant information; developing a hydraulic model of the Tract 45858 water system and portions of the existing system, including Zone 3 and Zone 13 mainlines, hydrants, a Zone 13 booster pump station, Zone 13 reservoirs, Zone 14 pumps, and a hydropneumatic tank; preparing hydraulic model runs for various scenarios; submitting hydraulic models runs for City review; and preparing a final report of the analysis' purpose, basis of the model input data, model run output data, and a discussion of recommended water system modifications to meet system performance requirements.

City of Agoura Hills Water Quality Master Plan Project Manager for the development of a document to provide the City with a roadmap to direct implementation efforts and kick-start the planning and design of stormwater improvement projects and prepare them for available and upcoming funding opportunities. Tasks involved included: development of a Geographic Information System (GIS)-based inventory of existing stormwater facilities and hydrologic characteristics; preparation of a drainage atlas from the GIS data; an evaluation of stormwater regulations and their impacts on the City; an evaluation of stormwater problems in Agoura Hills; developing solutions to these stormwater problems; identifying future stormwater capital facility opportunities; developing a phased implementation plan; identifying grant funding opportunities for stormwater improvements; developing an infrastructure maintenance plan; documenting stormwater program goals; and compiling the gathered information into a comprehensive Water Quality Master Plan.

Los Angeles Department of Water and Power Stormwater Capture Master Plan This project was the recipient of the 2015 American Academy of Environmental Engineers and Scientists (AAEES) Operations and Management Grand Prize for Excellence in Environmental Engineering and Science award. Principal-in-Charge for the development of a Stormwater Capture Master Plan (SCMP) for the Los Angeles Department of Water and Power (LADWP). The Master Plan investigated and created strategies for implementation of stormwater capture and watershed management programs and projects within the City of Los Angeles. It also evaluated the multi-beneficial aspects of increasing stormwater capture, including potential open space alternatives, improved downstream water quality, and peak flow attenuation in downstream channels, creeks, streams, and rivers, including the Los Angeles River. Tasks included: project coordination, data collection, existing conditions analysis (stormwater capture facilities, projects, and programs), coordination with LADWP and stakeholders, quantifying stormwater capture potential by individual watershed, quantifying maximum stormwater capture citywide, developing potential stormwater capture alternatives, public outreach, and developing an implementation strategy and Final SCMP.

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**Bill Young, PE**

Bill Young is a respected leader in the California civil engineering community, with 40 years of experience managing large and small design projects from conceptualization and design through construction. Bill's experience covers a diverse range of community improvement projects, 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. He also has experience obtaining all necessary permits for these projects. His career experience includes three years of field survey, including field topography, boundary, construction staking, and as-built verification for utilities and flood control projects.

**Years of Experience**

40

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona

RELEVANT EXPERIENCE**Port of Long Beach Port-Wide Capital Improvement Stormwater Infrastructure Master Plan**

Task Manager for the development of a Stormwater Master Plan for the POLB's 1,490-acre stormwater system, which includes 35 miles of storm drain, 268 manholes, 334 inlets, and 15 pump stations. The purpose of this document is to guide and prioritize planning and capital improvements for the POLB's stormwater system, enhance water quality, and ensure adequate capacity for the next 20 years. Services provided included performing drainage studies, creating a hydrologic and hydraulic model that covers the POLB drainage infrastructure both within and outside of Harbor Districts, and providing QA/QC auditing services.

US Army Corps of Engineers Dulzura Brown Field Border Patrol Station Project Manager providing design services to the USACE Dulzura Brown Field Border Patrol Station. The ultimate design of the station includes facilities for 600 agents and 130 detainees. Tasks managed include: preparing Caltrans format improvement plans for the frontage road along Highway 94; designing improvement plans for the installation of the water well pump, mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site SWPPP; preparing on-site sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. Also included testing water quality to assure potable water meets or exceeds San Diego County and State of California water quality standards.

City of San Fernando Regional Park Infiltration Design Lead for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater



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than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Rancho Palos Verdes Storm Drain Point Repair Project Manager providing design services to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring replacement or significant repairs before lining could be completed. Tasks include: replacement or repair design for over 1,500 feet of storm drains in 11 different locations, drainage course bank revetment, reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each of the 11 project sites.

City of Torrance North Well Field Phase II Project Manager for design services provided to the City of Torrance for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site, located west of Yukon Elementary School in North Torrance. Phase I of the North Torrance Well Field project was recently completed. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; preparing PS&Es; and providing bid and construction support.

City of Santa Monica Annual Water Main Replacement Program Project Manager for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. This program is a long-term effort to replace and upgrade water mains based on age, condition, and capacity demands. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks managed included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Larry Tortuya, PE, ENV SP, CFM, QSD/P**

Larry Tortuya has been providing comprehensive stormwater management engineering services throughout the state of California and other similar services for almost two decades. He has worked as part of a collaborative design team creating PS&Es, flood plain management studies, and writing hydrology and hydraulics reports for both the public and private sectors. Larry is responsible for the planning, execution and coordinating design of stormwater-related improvements, including grading, traffic control, water quality design as well as construction support. He is proficient in modeling programs, including XP-SWMM, AES, HS8, HEC-RAS, HEC-1, HEC-12, Visual Urban, Flow Master, WSPG/W, MORA, Storm, ArcGIS, AutoCAD, Civil 3D, and Micro-station.

RELEVANT EXPERIENCE**City of Anaheim Regional BMP Sewer Line Retrofit**

Feasibility Study Task Manager for evaluating the retrofit of this sewer line to be used as a regional BMP for stormwater storage and treatment via infiltration. The City evaluated the feasibility and effectiveness of utilizing an existing sanitary sewer pipe as a regional BMP system for compliance with the Santa Ana Region MS4 Permit. The supplied stormwater is diverted from an existing system owned by OCPW. The project includes the evaluation of a design that will comply with treatment control criteria set forth in the NPDES Permit language. Tasks included oversight of watershed evaluation, determining design capture volume, feasibility assessment, and production of a TM.

Lytile Creek Developments Lytle Creek North Drainage and Water Quality Improvement Plans

Design Engineer for the design of the backbone drain infrastructure, water quality facilities design, and offsite drainage improvements for a 500-acre residential and commercial development. Water quality features of this project included the preparation of a WQMP, analysis and treatment design of four infiltration basins, and two dry-weather flow wetland facilities, and the preparation of an O&M manual for all water quality features. Analyses for the project included determination of the site water quality design flows, expected dry-weather flows, and on-site and offsite hydrology.

City of Irvine Lower Peters Canyon Street and Flood Control Improvements Drainage Lead Design Engineer responsible for the design of regional drainage facilities. The work included the preparation of PS&Es for the local drainage improvements associated with over one mile of the flood control channel from Barranca Parkway to the Metro Link crossing. Regional flood control improvements included development of PS&Es for over 9,000 feet of channel improvements to the Peters Canyon

**Years of Experience**

20

Education

BS, Civil Engineering,
California State Polytechnic
University, Pomona

Registrations

Civil Engineer, CA, 71502

Envision™ Sustainability
Professional Credential,
22637

Certified Floodplain Manager,
US-17-09965

Qualified SWPPP Developer/
Practitioner, 27544

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

Channel. The Peter's Canyon Channel plans included the development of bike path under crossings at one existing bridge and one proposed bridge.

City of Midway City Street and Drain Improvements Project Engineer for the preparation of plans and estimates for the Midway City Street and Drain Improvements. The work included approximately 4.6 miles of street rehabilitation and storm drain facilities, located within a drainage area of approximately 218 acres within the County of Orange. Ultimate design provides for 1.2 miles of a main line drain construction that outlets into the C05S05 Edinger Channel facility.

Laguna Woods Village Third Mutual Drain Replacement Assistant Project Manager for providing design services for the improvements to an existing regional backbone drainage facility. The project included coordination across multiple disciplines including transportation, structures, land development, and water resources. Tasks included overseeing the production of the design plans, and coordination of submittals for the overall project plans, interaction with the client, and fulfilling the need for alternative design concepts in order to reduce construction costs and still make construction schedules, and coordination of administration processing of permit applications with local agencies.

City of Anaheim Regional BMP Sewer Line Retrofit Feasibility Study Task Manager for evaluating the retrofit of this sewer line to be used as a regional BMP for stormwater storage and treatment via infiltration. The City evaluated the feasibility and effectiveness of utilizing an existing sanitary sewer pipe as a regional BMP system for compliance with the Santa Ana Region MS4 Permit. The supplied stormwater is diverted from an existing system owned by OCPW. The project includes the evaluation of a design that will comply with treatment control criteria set forth in the NPDES Permit language. Tasks included oversight of watershed evaluation, determining design capture volume, feasibility assessment, and production of a TM

San Gabriel Valley Council of Governments Rio Hondo Load Reduction Strategy

Preliminary Engineering and Final Design Technical Lead for preparing a feasibility assessment along with preliminary design for three diversion locations within Rio Hondo Los Angeles River watershed in compliance with the MS4 Permit requirements. The three diversion areas include Alhambra Wash, Eaton Wash, and Rubio Wash. Tasks include: coordination with the LACSD to verify discharge allowed to the sanitary sewers in the area, detailed flow analysis and coordination with the LACSD and watermaster, environmental evaluation and documentation, site field investigation, topographic survey for each site, utility search to identify existing or planned utility conflicts, geotechnical evaluation to identify soil characteristics and infiltration capacity for each site, permits and easement evaluation, preliminary operations and maintenance, and preparation of a feasibility assessment report and preliminary design plans.

City of Culver City Washington Boulevard P3 Urban Runoff Diversion QA/QC Support for assisting with the design of a diversion system to capture stormwater and urban runoff from a drainage area of approximately 40 acres for the City of Culver City. The project is located on Washington Boulevard near Walnut Avenue at the City boundary. The drainage area is comprised of commercial and residential land uses completely within the City boundaries. The system captures approximately 122,000 cubic feet of stormwater runoff. Tasks included: review of the Geotechnical Investigation Report and Percolation Test Results, developing project concepts for diversion and bio-filtration systems, conducting an environmental study, performing hydrologic and hydraulic analyses and preparing a report, coordinating with the LACPW, performing a topographic survey, conducting a utility search for the project site to identify existing or planned future utility conflicts along the proposed project components, preparing PS&Es, providing community outreach support, and providing construction support services.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Steve Bell, PE, ENV SP, CFM, QSD**

Steven Bell is a professional civil engineer with a specialization in water resource engineering. He has over 16 years of professional experience performing hydrologic and hydraulic analyses, flood mapping and drainage reports. He has prepared reports on behalf of private, state, local, and tribal clients in order to achieve compliance with regulations. In addition, Steven has developed plans for reconstruction of roadways and stormwater conveyance facilities for several municipalities in Oklahoma.

RELEVANT EXPERIENCE**City of Visalia Development and Implementation of Citywide Stormwater Management Plan**

Senior Engineer for the preparation of a citywide Stormwater Management Plan as outlined by the SWRCB Phase II Small MS4 General Permit for stormwater discharges. The 2013 Phase II Small MS4 General Permit identifies permit requirements, including program management, public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control, pollution prevention/good housekeeping for the Permittee Operations Program, post-construction stormwater management, water quality monitoring, program effectiveness assessment and improvement, TMDL compliance, and an annual reporting program. Tasks performed include providing GIS for drainage areas based on storm drains; converting files into SWMM, XP-SWMM, and EPA-SWMM; and reviewing the MS4 Phase II permit for Central Valley as it would pertain to post-construction.

Los Angeles County Department of Parks and Recreation Earvin Magic Johnson Park

Senior Engineer for conceptual design, schematic design, design development, construction documents and administration, plan checks, bidding, and as-built drawings for improvements to the 113-acre Earvin Magic Johnson Park and Ujima Village. The Earvin Magic Johnson Park serves a portion of the greater Los Angeles area with limited park facilities. The LACDPR plans to renovate the facility. The renovation includes improvements to south lake area, including the addition of a community center, a splash pad, playground facilities, and use of stormwater for irrigation and lake water replenishment. A water and sewer study was conducted to assess the feasibility of bringing potable water from the existing water line, adding a line for fire hydrants, and delivering waste water to the existing water system. Tasks performed include drafting street improvement plans, providing hydraulic revisions and conducting a drainage analysis.

**Years of Experience**

16

Education

MS, Civil Engineering, 2006,
University of Oklahoma

BS, Civil Engineering, 2004,
University of Oklahoma

Registrations

Civil Engineer, CA, 81531

Civil Engineer, OK, 24571

Envision™ Sustainability
Professional Credential,
30283

Certified Floodplain Manager,
US-19-11240

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

City of Santa Monica Annual Water Main Replacement Program Senior Engineer for the replacement and upgrades of existing water mains at three sites in the City of Santa Monica for the City's Annual Water Main Replacement Program. Provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations. Tasks included performing hydrologic and hydraulic calculations, producing documentation to procure a connection permit on behalf of the City from LACFCD, and communicating with LACFCD to acquire the permit. Additional tasks included utility research, potholing, and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; and obtaining all other necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final drawings.

City of Santa Monica Engineering Design Street and Storm Drain Improvements Senior Engineer for providing bid and construction support for street and storm drain design improvements at three different intersections in the City of Santa Monica. Montana Avenue at 7th Street caused safety concerns and required driveway entrance and catch basin modification. Montana Avenue at 25th Street caused temporary flooding and required the installation of a street drain or catch basin. San Vicente at 7th Street didn't allow for proper drainage and required the replacement of an existing corrugated metal pipe. Additionally, two small existing catch basins on 25th Street were designed to hold more storage space. Tasks performed included revising design plans per LACFCD comments. Additional tasks included preparing agendas and summaries for project meetings, conducting right-of-way research, topographical surveying, conducting hydrology studies, performing a hydraulic analysis, preparing an Engineer's Estimate, preparing contract specifications, and processing necessary permits.

City of San Fernando Regional Park Infiltration Hydrology and Hydraulics Support for preparing hydrologic and hydraulic studies for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400 acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. Additional tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining LACFCD connection permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Culver City Mesmer Low-Flow Diversion Steve developed a hydrology and hydraulics technical memo, calculated hydraulic conditions for Centinela Creek, and developed an executive summary for structural analysis for a 408 permit for design of a low-flow diversion as part of the TSO associated with the Ballona Creek Bacteria TMDL. The project involves an in-stream diversion from Centinela Creek, which conveys flows to a one-million-gallon-per-day pump station. The pump station discharges flows into the Mesmer sewage lift station and ultimately to Hyperion Treatment Plant for treatment. This water quality project reduces discharges to Ballona Creek and assists in complying with local TMDLs. Assisted the City in the obtainment of a connection permit LACFCD, and a Section 408 permit from USACE, which involves the development of a 2-dimensional HEC-RAS model of the existing and proposed conditions.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Kayla Kilgo, PhD, PE, ENV SP**

Dr. Kayla Kilgo has ten years of professional experience modeling riverine systems using software, such as HEC-HMS and HEC-RAS, for floodplain management. Kayla is currently providing calculations for the City of Los Angeles LA River Bikeway and Greenway project, which converts an existing 12-mile-long maintenance road along the Los Angeles River into a greenway, which includes a Class I Bicycle Path. Her additional experience includes assisting with Environmental Site Assessments (ESAs), drafting site-specific drawings for environmental compliance documents, and writing environmental permits, compliance reports, and BMP plans.

RELEVANT EXPERIENCE**City of Visalia Public Facility Master Plans for Stormwater and Sanitary Sewer Collection**

Hydrology and Hydraulics Support assisting with Stormwater Master Plan updates to meet the City's General Plan policies. The update will minimize storm water runoff and volumes, control water pollution, and maximize groundwater recharge covering approximately 38 square miles. Tasks include: review of existing data and collection of new data; model development and analysis using EPA SWMM; waterways modeling and analysis using HEC-RAS; evaluation of retention basins, pumps, and discharge pipe modeling and analysis, preparation of a master plan based on the results; and evaluation of floodplains and the Community Rating System.

Coachella Valley Water District Drain Flow Monitoring Network Assessment Staff Engineer performing a drain flow monitoring network assessment for the Coachella Valley Water District (CVWD). CWE performed thorough evaluations of both readily available data from CVWD as well as reviewing the information collected from the site visits. A draft technical memorandum was prepared and presented to CVWD summarizing the existing drain conditions, flow measurement methods, potential solutions at each location, rough cost estimates for these potential solutions, as well as recommendations for flow measurements at each drain. Kayla's role on the project included performing field assessments of the current drainage ditch system and evaluating it for opportunities to add gauges and improve flow data quality for the ditches, as well as serving as a primary author of the technical memorandum.

City of Los Angeles Los Angeles River Bikeway and Greenway Staff Engineer for design services provided to the City of Los Angeles Bureau of Engineering for design of stormwater conservation and water quality BMP facilities for 12-miles of bike path and greenway along the Los Angeles River. Tasks include: conducting feasibility and conceptual studies to identify opportunity sites, providing preliminary concepts, and providing water quality quantification for capture and reuse.

**Years of Experience**

10

Education

PhD, Environmental Engineering and Science, 2018, Clemson University

MS, Environmental Engineering, 2012, University of Alabama

BS, Civil Engineering, 2011, University of Alabama

Registrations

Civil Engineer, CA, 92094
Envision™ Sustainability Professional Credential, 30368

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

City of Torrance Beach Cities Green Streets Hydrology Support for the development of green streets in the Beach Cities of Torrance, Redondo Beach, Hermosa Beach, and Manhattan Beach to capture runoff generated from the 85th percentile storm event so that it doesn't reach the surf zone, as identified in the Beach Cities Enhanced Watershed Management Plan. The project will collect stormwater from over 200 acres that generate runoff, reduce the volume of runoff, and filter out trash from entering the Herondo and 28th Street storm drains from the four Beach Cities. A variety of BMPs, including porous pavement; catch basin trash screens; biofiltration/bioretenion systems; natural systems such as vegetated curb extensions, planters, swales, and rain gardens; and drywells are being designed to intercept, filter, and retain runoff between various locations. This project addresses water quality issues in the Santa Monica Bay, including TMDLs for dry- and wet-weather bacteria, nearshore and offshore debris, and toxic chemicals such as DDT and PCB that often result in beach closures. Tasks include project management; preliminary and final design PS&Es; research, data collection, and analysis of utility and street plans, GIS data, Beach Cities RAA and CIMP data, City-specific templates and plan sets, and stakeholder organizations; community outreach; geotechnical exploration; topographic survey; utility search and potholing; hydrologic analyses; permitting and preparing an IS/MND in accordance with CEQA; dry- and wet-weather monitoring and maintenance that includes an MRP and QAPP; and providing engineering support during bid and construction phases.

San Gabriel Valley Council of Governments Rio Hondo Load Reduction Strategy

Preliminary Engineering and Final Design Services Assistant Engineer preparing a feasibility assessment and preliminary design for three diversion locations within Rio Hondo Los Angeles River watershed in compliance with the Municipal Separate Storm Sewer (MS4) Permit requirements. The three diversion areas include Alhambra Wash, Eaton Wash, and Rubio Wash. Tasks include: coordination with the Los Angeles County Sanitation Districts (LACSD) to verify discharge allowed to the sanitary sewers in the area, detailed flow analysis and coordination with the LACSD and watermaster, environmental evaluation and documentation, site field investigation, topographic survey for each site, utility search to identify existing or planned utility conflicts, geotechnical evaluation for each site, permits and easement evaluation, preliminary operations and maintenance, and preparation of a feasibility assessment report and preliminary design plans.

Water Replenishment District of Southern California Zone 1 Ditch Evaluation and

Condition Assessment Staff Engineer providing an evaluation and condition assessment of WRD's Zone 1 Ditch, located within the Whittier Narrows Flood Control Basin in Los Angeles County, for the purpose of restoring flows westward to join the Rio Hondo that are critical to water conservation operations. Zone 1 Ditch conveys stored stormwater and imported water deliveries to the Central Basin recharge facilities when functioning as intended. However, scour has led to the formation of a large depression, which prevents the transfer of water under Rosemead Boulevard to the Rio Hondo. An inspection was conducted to evaluate the current condition of Zone 1 Ditch and recommendations to restore water flows to the Rio Hondo were provided. Relevant regulations, permitting, and potential stakeholders were reviewed as part of the project. Tasks performed include a field inspection to evaluate the current condition of Zone 1 Ditch using a rating system and documenting findings in tech memo, estimating annual losses due to evaporation and seepage, and preparing cost estimates for recommended solutions.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Tammy Takigawa, PE, ENV SP, QSD/P**

Tammy Takigawa is a professional engineer and has been involved with a variety of civil design, water resources, and stormwater management projects. She has conducted thorough research on several projects for local municipalities, which involved compiling data and records related to utilities, hydrology and hydraulics, existing facility plans, and water quality. Tammy's duties include utilities research, BMP design, LID planning and implementation, permitting, stormwater compliance, and feasibility assessments.

RELEVANT EXPERIENCE

City of San Fernando Regional Park Infiltration Project Engineer for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Visalia Citywide Stormwater Management Plan Development Project Engineer for the preparation of a citywide Stormwater Management Plan as outlined by the SWRCB Phase II Small MS4 General Permit for stormwater discharges. The 2013 Phase II Small MS4 General Permit identifies permit requirements, including program management, public education and outreach, public involvement and participation, illicit discharge detection and elimination, construction site stormwater runoff control, pollution prevention/good housekeeping for the Permittee Operations Program, post-construction stormwater management, water quality monitoring, program effectiveness assessment and improvement, TMDL compliance, and an annual reporting program. Tasks include: preparing a Stormwater Management Plan and documenting implementation progress and program effectiveness, facilitating public participation during plan development, and preparing a five-year estimate of financial and staffing needs for plan implementation.

**Years of Experience**

6

Education

BS, Civil Engineering, 2015,
California State University,
Long Beach

Registrations

Civil Engineer, CA, 92021

Envision™ Sustainability
Professional Credential,
21840

Qualified SWPPP Developer/
Practitioner, 27889



City of San Fernando

Proposal to Provide Water and Wastewater Engineering Services

City of Santa Monica Los Amigos Park Stormwater Harvesting and Direct Use This project was the recipient of the 2017 California Stormwater Quality Association (CASQA) Outstanding Stormwater Sustainability Project, ASCE Outstanding Small Project, and the Storm Water Solutions Top Stormwater and Erosion Control Project Awards. Assistant Engineer for the design of a demonstration project that tapped into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Tasks performed included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, construction support, preparing a Sampling and Analysis Plan, assisting the City in report preparation, and designing educational signage.

City of Santa Monica Engineering Design Street and Drain Improvements Assistant Engineer for providing engineering design services for street and drain improvements at three different intersections in the City of Santa Monica. Montana Avenue at 7th Street caused safety concerns and required driveway entrance and catch basin modification. Montana Avenue at 25th Street caused temporary flooding and required the installation of a street drain or catch basin. San Vicente at 7th Street didn't allow for proper drainage and required the replacement of an existing corrugated metal pipe. Additionally, two small existing catch basins on 25th Street were designed to hold more storage space. Tasks included: preparing agendas and summaries for project meetings, conducting right-of-way research, topographical surveying, conducting hydrology studies, providing design services necessary to complete construction drawings, performing a hydraulic analysis, preparing an Engineer's Estimate, preparing contract specifications, and processing necessary permits.

City of Rancho Palos Verdes Storm Drain Point Repair Engineer for the repair of storm drains in 11 different locations for the City of Rancho Palos Verdes Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project, a number of pipes were identified as requiring significant repairs before lining could be completed. Tasks include: reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites; performing topographic surveys, performing geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing Plans, Specifications, and Estimates (PS&Es) for each of the 11 project sites.

City of Beverly Hills Burton Way Median Green Street Project Engineer for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Bacteria and Metals TMDLs. Runoff from 248 acres will be used for median irrigation, reducing the need for potable water and there will be up to eight acre-feet of stormwater storage beneath the median. The multi-benefit design incorporates walking trails, public art displays, and an aesthetically pleasing landscape. The project will capture 87 acre-feet of runoff annually, enhance water quality, reduce flooding impacts, and provide a beautiful, tranquil community space that provides public education and increases stormwater quality and water conservation awareness. It is anticipated that the project will reduce potable water use by approximately 1.25 million gallons per year.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Chris Pendroy, ENV SP, CPSWQ, QSD/P**

Chris Pendroy is experienced in inspecting numerous capital improvement projects in order to verify compliance with construction plans, specifications, and regulatory requirements. His expertise includes conducting field visits and job walks, completing structural calculations, managing utility coordination and research, developing improvement plans, and coordinating with local residents, municipalities, and staff to ensure successful project completion. Chris' duties include conducting post-construction BMP inspections, QSP inspections, SWPPP development reviews, preparing plans for complex BMP infrastructure, gathering data and preparing stormwater master plans, and assisting clients with regulatory compliance.

RELEVANT EXPERIENCE

City of Agoura Hills Water Quality Master Plan Senior Engineer for the development of a Water Quality Master Plan to provide the City of Agoura Hills with a roadmap to direct implementation efforts and kick-start the planning and design of stormwater improvement projects and prepare them for available and upcoming funding opportunities. Tasks involved in the preparation of the Water Quality Master Plan include development of a GIS-based inventory of existing stormwater facilities and hydrologic characteristics; preparation of a drainage atlas from the GIS data; an evaluation of stormwater regulations and their impacts on the City; an evaluation of stormwater problems in Agoura Hills; developing solutions to these stormwater problems; identifying future stormwater capital facility opportunities, such as conveyance and treatment systems; developing a phased implementation plan; identifying grant funding opportunities for stormwater improvements; developing an infrastructure maintenance plan; documenting stormwater program goals; and compiling the gathered information into a comprehensive Water Quality Master Plan.

City of San Fernando Regional Park Infiltration Project Senior Engineer for design services for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape

**Years of Experience**

27

Education

MS, Civil & Environmental Engineering, 1994,
University of California, Irvine

BS, Civil Engineering, 1992,
University of California, Irvine

Registrations

Envision™ Sustainability
Professional Credential,
14225

Certified Professional in
Stormwater Quality, 93

Qualified SWPPP Developer
and Practitioner, CA, 24503

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and providing bid and construction support.

City of Torrance North Well Field Phase II Storm Drain Senior Engineer for design services for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three-million-gallon water tank, and a booster pump station at the Yukon site, located west of Yukon Elementary School in north Torrance. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 in McMaster Park, south in Yukon Avenue to an existing connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe, data gathering, utility research, permit processing for Caltrans and the LACFCD, obtaining DSA approvals, performing a design survey and hydraulic analysis, and preparing PS&Es.

City of Santa Monica Los Amigos Park Storm Drain Runoff Harvesting and Direct Use Demonstration This project was the recipient of awards from the ASCE, CASQA, and *Storm Water Solutions* magazine. Senior Engineer providing construction support for the design of a demonstration project that tapped into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated non-potable water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Other tasks performed included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, preparing a SAP, assisting the City in report preparation, and designing educational signage.

City of Beverly Hills Burton Way Median Green Street Senior Engineer for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Bacteria and Metals TMDLs. Designing major aesthetic improvements with efficient landscape design, including drought-tolerant plants that reduce outdoor irrigation use and help the City meet water conservation objectives. Runoff from 248 acres will be used for median irrigation, reducing the need for potable water and there will be up to eight acre-feet of stormwater storage beneath the median. The multi-benefit design incorporates walking trails, public art displays, and an aesthetically pleasing landscape. The project will capture 87 acre-feet of runoff annually, enhance water quality, reduce flooding impacts, and provide a beautiful, tranquil community space that provides public education and increases stormwater quality and water conservation awareness. It is anticipated that the project will reduce potable water use by approximately 1.25 million gallons per year.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

**Mike Nguyen**

Mike Nguyen has 16 years of civil engineering experience involving design, public works construction, and land development projects. His recent experience includes managing capital improvement projects, as well as PS&E and traffic control plan preparation for public works projects, including parking lot, street, water supply, park, and median improvement projects. Mike also provides design for grading and drainage; street and highway design, LID, geometric layout, and pavement rehabilitation.

**Years of Experience**

16

Education

BS, Civil Engineering, 2005,

RELEVANT EXPERIENCE

City of San Fernando Regional Park Infiltration Project Design Support for the San Fernando Regional Park, which consisted of installing an underground manufactured infiltration system, and removing/replacing the existing baseball field and irrigation system. The infiltration system serves a drainage area greater than 400-acres and recharge groundwater sources with approximately 200 acre-feet of stormwater annually. The system has a single storm capture capacity greater than 24 acre-feet. Tasks included: utility and community coordination; conducting a preliminary design report; performing environmental studies that meet CEQA requirements; obtaining permits; providing topographical surveys; conducting a geotechnical investigation report; developing a plan for landscape and irrigation improvements; preparing a hydrologic and hydraulic study; providing potholing services; preparing PS&Es; preparing an O&M manual for proposed structural stormwater BMPs, pretreatment devices, and stormwater infiltration system; and bid and construction support.

City of Santa Monica Annual Water Main Replacement Program Design Support for the replacement and upgrades of existing water mains at three sites in Santa Monica. CWE provided design services for new water main pipeline, encompassing approximately 2,230 lineal feet of 8-inch cast iron pipe over three project locations on Ocean Avenue, Seaside Terrace, and Olympic Drive South. Tasks included: utility research and coordination with various utility agencies; a topographic survey for each project segment; preparation of PS&Es including traffic control plans, tie-in connections and necessary related appurtenances, water meters and laterals, air and vacuum release valve assemblies, blow-off and manual drain assemblies, and fire hydrant assemblies; utility potholing; and obtaining all necessary permits. Construction support services included: contract document interpretation and bidding assistance, reviewing and responding to RFIs and RFCs, conducting weekly field visits, attending bi-weekly construction process meetings, and preparing final record drawings.

City of Torrance North Well Field Phase II Design Support for the North Torrance Well Field Phase II project to upgrade their domestic water system. The project included well numbers 9 and 11, an access road, utilities, a 3-million-gallon water tank, and a booster pump station. Phase II provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. Design included the water main from well

**City of San Fernando****Proposal to Provide Water and Wastewater Engineering Services**

number 9 to an existing connection in front of Yukon Elementary. Tasks included: design for jack-and-bore installation of 48-inch diameter steel casing for 30-inch diameter concrete storm drain pipe; utility research, including potholing; permit processing for the Caltrans and the LACFCD; obtaining DSA approvals; performing a design survey and hydraulic analysis; and preparing PS&Es.

US Army Corps of Engineers Dulzura Brown Field Border Patrol Station Design Support tasks include: preparing Caltrans format improvement plans for the frontage road along Highway 94; designing improvement plans for the installation of the water well pump, mechanical piping, water treatment (filtration, disinfection), and electrical power/controls for the pumps; designing tank piping and valves; developing a site SWPPP; preparing on-site sanitary sewer plans for the collection of wastewater from each of the facility buildings; preparing plans for the treatment and disposal of wastewater flows; drilling a pilot test water well and checking pumping capacity (yield tests) of the groundwater aquifer. Also included testing water quality to assure potable water meets or exceeds San Diego County and State of California water quality standards.

City of Santa Monica Los Amigos Park Stormwater Harvesting and Direct Use

Demonstration This project was the recipient of the 2017 CASQA Outstanding Stormwater Sustainability Project, ASCE Outstanding Small Project, and the *Storm Water Solutions* magazine Top Stormwater and Erosion Control Project Awards. Design Support for the design of a demonstration project that tapped into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, rerouted stormwater and dry-weather flows from the storm drain through a vortex system into a cistern, treated the stormwater and dry-weather runoff, and delivered highly-treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose was to demonstrate the feasibility of harvesting local water resources such as storm drain flows to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supplies. Tasks performed included: developing a project study report, performing a geotechnical investigation and utility search, preparing design PS&Es, obtaining regulatory approvals, public education and outreach, construction support, preparing a Sampling and Analysis Plan, assisting the City in report preparation, and designing educational signage.

City of Beverly Hills Burton Way Median Green Street Project Engineer for the design of bioswales and green street improvements to capture and retain urban runoff on the Burton Way median in the City of Beverly Hills. These improvements will assist the City in complying with the Ballona Creek Watershed EWMP and Ballona Creek Metals TMDL. Designing major aesthetic improvements with efficient landscape design, including drought-tolerant plants that reduce outdoor irrigation use and help the City meet water conservation objectives. Runoff will be used for median irrigation, reducing the need for potable water and there will be up to eight acre-feet of storm water storage beneath the median. The multi-benefit design incorporates walking trails, public art displays and an aesthetically pleasing landscape. It is anticipated that the project will reduce potable water use by approximately 1.25 million gallons per year.

City of Rancho Palos Verdes Storm Drain Point Repair Staff Engineer providing design services to the City of Rancho Palos Verdes for the Storm Drain Point Repair project. The City completed a storm drain lining project in 2013, and during that project a number of pipes were identified as requiring replacement or significant repairs before lining could be completed. Tasks include: replacement or repair design for over 1,500 feet of storm drains in 11 different locations, drainage course bank revetment, reviewing existing records and data, conducting hydrologic and hydraulic analyses for each of the sites, performing topographic surveys, geotechnical investigations, locating utilities, conducting biological assessments, obtaining all necessary permits, and preparing PS&Es for each of the 11 project sites.

**City of San Fernando**

Proposal to Provide Water and Wastewater Engineering Services

5. References

CWE is proud of our outstanding track-record of noteworthy projects, many of which were completed with repeat clientele. We invite you to contact the following references to hear what our clients say about working with CWE!

City of Torrance	
Contact	John Dettle
Title	Engineering Manager
Address	20500 Madrona Avenue Torrance, California 90503
Telephone	(310) 618-3059
Email	jdettle@torranceca.gov
City of Santa Monica	
Contact	Tom Shahbazi
Title	Project Manager
Address	1437 4 th Street, Suite 300 Santa Monica, California 90401
Telephone	(310)-458-8721 Ext. 2355
Email	tom.shahbazi@smgov.net
City of Visalia	
Contact	Steven Weatherly
Title	Project Manager
Address	707 W. Acequia Avenue Visalia, California 93291
Telephone	(559) 713-4164
Email	steven.weatherly@visalia.city
City of Glendora	
Contact	Jerry Burke
Title	Former Director of Public Works, City of Glendora
Address	6075 Kimball Avenue Chino, California 91708
Telephone	(951) 993-1548
Email	jburke@ieua.org



Rate Sheet

Engineer/Scientist

Rate/Hour

Principal	\$283
Senior Project Manager	\$270
Project Manager	\$237
Technical Manager	\$223
Task Leader	\$197
Principal Engineer	\$190
Senior Engineer	\$167
Project Engineer	\$161
Staff Engineer	\$139
Assistant Engineer	\$112
Senior Environmental Scientist	\$169
Environmental Scientist	\$135
Environmental Analyst	\$101

Construction Services

Construction Manager	\$197
Senior Construction Inspector	\$150
Construction Inspector	\$133

Field Survey

Licensed Surveyor	\$183
3-Person Survey Crew	\$294
2-Person Survey Crew	\$208

Support Services

Landscape Architect	\$185
GIS Specialist	\$132
Senior Engineering Technician	\$106
Engineering Technician	\$93
CADD Designer	\$87
Project Coordinator	\$130
Administrative Assistant	\$90

General

Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$80/day
Field Vehicle – Monthly	\$1,500/month
B&W Photocopies (per page)	\$0.10
Color Photocopies (per page)	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.



2021
PROFESSIONAL SERVICES AGREEMENT

(Engagement: NPDES Consulting Services)
(Parties: Willdan Engineering and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Willdan Engineering, (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, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for city engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

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 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. 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 as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for NPDES Consulting Services", (hereinafter,

“CITY RFP”) and the written proposal of CONSULTANT entitled “Proposal for NPDES Consulting Engineering Services” (hereinafter, the “CONSULTANT Proposal”) dated November 4, 2021. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT’s Fee Schedule, as shown on page 40 of Exhibit B (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Seventy Five Thousand Dollars (\$75,000)** (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, 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.

1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating

the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will 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 will 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 REPRESENTATIVE: 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 will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adel Freij, Director of Engineering, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will 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.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - F. 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
 - G. 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 will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Emilio De Murga, City Engineer.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will 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 will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will 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 will 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) 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 will 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 will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will 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 Representative is 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 will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or 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 herein 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.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: 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, CONSULTANT 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 CONSULTANT or any of CONSULTANT'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 CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT 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 CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnities 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 to the extent caused by CONSULTANT's negligent performance under this Agreement,

including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 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 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, 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.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
 - i. Within ten (10) 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 10-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 10-day cure period. The foregoing

notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 will 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 will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will 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 1.5, above, will 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 will 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 will 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 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.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, 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 will 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 will 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 will 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 will 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Willdan Engineering
13191 Crossroads Parkway North, Ste 405
Industry, CA 91746-3443
Attn: Adel Freij
Phone: 562-908-6200

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Department
Phone: (818) 898-1212

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will 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, will 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 will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will 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 will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall

CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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:

WILLDAN ENGINEERING:

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

National Pollutant Discharge Elimination System (NPDES) Consulting Services

RELEASE DATE: October 12, 2021

RESPONSE DUE: November 4, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified firms to provide NPDES Consultant Services. The contract for services will have an initial term of three (3) years and allow for two one-year options to renew.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers and 800 manholes, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and 5 parks. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential

The City is part of the Upper Los Angeles River (ULAR) Enhanced Water Management Program (EWMP) Group. The ULAR EWMP Group is comprised of the cities of Los Angeles (lead coordinating agency), Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, Los Angeles, San Marino, South Pasadena, and Temple City and the County of Los Angeles (Unincorporated County) and the Los Angeles County Flood Control District (LACFCD).

SCOPE OF WORK

The City's Departments of Public Works is seeking a qualified consultant to assist in all National Pollutant Discharge Elimination System (NPDES) general permit compliance activities, reports, city permitting, and programs. Services will include but are not limited to:

1. Implementation of Minimum Control Measure (MCMs) programs found in the current, and of that in future, Municipal Storm Separate Sewer System (MS4) NPDES Permit.
2. Attend Upper L.A. River Enhanced Watershed Management Program (EWMP) meetings, and other meetings as directed. Discuss or meet with City Staff and provide a written NPDES update with information pertinent to the City's interests.
3. Review Los Angeles Regional Water Quality Control Board (LARWQCB) generated material, such as that associated with the current draft MS4 Permit, and coordinate commenting with City staff.
4. Review ULAR EWMP Group generated material, and coordinate commenting with City staff, prior to submittal to the LARWQCB.
5. Assist the City in complying with the ULAR EWMP by attending regional, watershed, or city specific meetings as directed by City Staff, review current water quality targets and compliance efforts by City.

EXHIBIT "A"
CONTRACT NO. 2045

6. Prepare, and be able to carry out, special water quality sampling program or technical studies for the demonstration of compliance as directed by City.
7. Prepare and submit NPDES MS4 Annual Reports through the ULAR EWMP Group to the LARWQCB on behalf of the City.
8. Assist the City with storm water monitoring by reviewing the results of the ongoing monitoring program of the TMDLs and CIMP once approved by the LARWQCB.
9. Provide Low Impact Development (LID) plan checking services on an as requested basis relating to MS4 Permit requirements.
10. Perform site inspections of LID and SUSMP Best Management Practices (BMPs) annually or as directed by City.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, October 25, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, October 27, 2021**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Kenneth Jones at kjones@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **National Pollutant Discharge Elimination System (NPDES) Consulting Services.**" Proposals must be received no later than **Monday, November 4, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

EXHIBIT "A"
CONTRACT NO. 2045

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

E. Rights of City of San Fernando

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to the Director of Public Works' review and approval of the recommended firm.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	October 12, 2021
Deadline for submittal of Questions:	October 25, 2021
Response to Questions:	October 27, 2021

Deadline for submittal of Proposal:
Interviews (if necessary)
Execute Agreement:

November 4, 2021
November 2021
December 6, 2021

SELECTION CRITERIA

The City of San Fernando will select the consultant on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Project Manager and key personnel's experience most closely related to the stated scope of work
2. Relevant experience within the past fifteen years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References
5. Time commitment and availability

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. Name, Address and Phone Number
2. Related experience during the last fifteen years
3. Name and detailed resume of key personnel including Project Manager, whom proposer intends to use to work on the City's projects, showing educational background and assignment experience for at least the past fifteen (15) years.
4. References from previous clients with direct knowledge of each key personnel's, including Project Manager's, past performance.
5. Cost proposal broken down by services being provided based on hourly wage rates for all personnel providing the specific service.

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.

City of San Fernando

Proposal

National Pollutant Discharge Elimination System (NPDES) Consulting Services

November 4, 2021





November 4, 2021

City of San Fernando
Attention: Kenneth Jones, Management Analyst
117 Macneil Street
San Fernando, CA 91340
Via Email: kjones@sfcity.org

Subject: Proposal for National Pollutant Discharge Elimination System (NPDES) Consulting Services

The City of San Fernando is seeking a qualified consultant to assist the City in all National Pollutant Discharge Elimination System (NPDES) general permit compliance activities, reports, city permitting, and programs. Willdan Engineering (Willdan) has extensive knowledge and experience working for the City, and the same team will continue to assist with its NPDES program. As a multidisciplinary firm, we have a full array of resources within the organization, enabling us to offer a complete range of services if required.

Willdan is uniquely qualified to provide the services requested for the following reasons:

- City Experience** Willdan has periodically provided an array of consulting services to the City of San Fernando since 1996, including: NPDES Services, Water Quality Services, Watershed Management, City Engineering and Design, Federal Funding Administration, Planning, Construction Management and Inspection, Traffic Engineering and Design, Geotechnical, Financial Consulting, and Federal Compliance Services. Willdan is currently providing NPDES Services, Geotechnical, On-Call Engineering, Traffic Engineering and Design, and Financial Consulting Services. Willdan has provided NPDES services in varying capacities to the City since 2013.
- Experienced Staff** The key Willdan staff proposed herein have successfully managed all aspects of the municipal NPDES permit and various Total Maximum Daily Loads (TMDLs) for more than a decade. Managing the NPDES Permit for many of the same client cities for over two cycles of the NPDES program is a testament to our understanding of the permit requirements and how, as an extension of city staff, we address urban impacts to protected waterbodies while remaining sensitive to fiscal constraints faced by our clients. The Willdan team proposed for this opportunity has provided NPDES compliance services and representation within the Upper Los Angeles River Enhanced Watershed Management Program Group (ULAR EWMP Group) for a number of clients since 2013.

City of San Fernando

November 4, 2021

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Cost Efficiency

Willdan currently provides NPDES services to nine municipal clients within Region 4 – Los Angeles Regional Water Quality Control Board (LARWQCB) and represents three of those clients in the ULAR EWMP Group. This means Willdan can provide most of the NPDES services identified in the City's Request for Proposal (RFP) at a significantly reduced cost. For example, with the issuance of the new Regional Phase 1 Municipal Separate Storm Sewer System (MS4) Permit by the LARWQCB that became effective on September 11th, the Willdan team will be developing many of the programs to comply with the MS4 Permit at one-ninth the cost to the City. This equates to an 88.9% reduction in cost to the City, a reduction factor that will be applied whenever the work is performed on behalf of Willdan's nine clients within Region 4. Similarly, Willdan can provide the City a 66.6% reduction in cost for all common work involving the ULAR EWMP Group. This allows Willdan to bring an efficient and cost effective approach to the City of San Fernando.

Public Agency Programs

Willdan has managed and implemented all aspects of the Section VI.D.-Stormwater Management Minimum Control Measures of the NPDES Permit for decades. This includes but is not limited to New Development/Re-Development Programs; conditioning, plan review, and inspections of the Capital Improvement Program projects; the Illicit Connection/Illicit Discharge Detection and Elimination Program; Industrial/Commercial Facility inspections; Public Information and Education Outreach to residents and businesses; Development Construction inspections; and NPDES training for city staff. As stated above and within our proposal, Willdan has provided these services over the last two cycles of the municipal NPDES Permit, in addition to the recently adopted Regional MS4 Permit, and we continue to provide these services to a number of municipalities in the greater Los Angeles area.

This proposal is submitted by Willdan Engineering's Los Angeles regional office, which is located at 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746.

Willdan looks forward to continuing our working relationship with the City of San Fernando. If there are any questions regarding this proposal, please contact Mr. Joe Bellomo, PE, QSD/P at (805) 279-6856 or by email at jbello@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

Adel Freij, PE

Director of Engineering

City of San Fernando

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City of San Fernando

1. Name, Address and Phone Number

Office Location:

Willdan Engineering
13191 Crossroad Parkway North, Suite 405
Industry, CA 91746
Phone: (562) 908-6200

Contact Person:

Mr. Joseph Bellomo, PE, QSD/P
Phone: (805) 279-6856
Email: jbello@willdan.com

About Willdan

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal engineering, planning, construction management and inspection, and building safety services along with a full complement of support disciplines.

Willdan possesses expertise in all facets of the public sector. The services required for the City of San Fernando are directly related to our core competencies. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one-stop resource to meet virtually any municipal service need. Willdan's areas of specialization include:

- | | | |
|---------------------------|------------------------------|--------------------------|
| ▪ Water Resources | ▪ Civil Plan Review | ▪ Planning Services |
| ▪ City Engineering | ▪ Transportation Engineering | ▪ Landscape Architecture |
| ▪ Contract Staffing | ▪ Traffic Engineering | ▪ Structural Engineering |
| ▪ Program Management | ▪ GIS | ▪ Building and Safety |
| ▪ Construction Management | ▪ Survey and Mapping | ▪ Code Enforcement |

Willdan's Water Resources Services include:

Water Resources

Flood Control and Stormwater/NPDES

- Pollution Discharge Requirements (NPDES)/Permit Processing
- Hydrology Reports
- Federal Insurance Studies (LOMR, CLOMR)
- Channel Improvements
- Scour and Sediment Transport Analyses

Debris Dam and Side Weir Design Master Plans

- Design
- Evaluation and Studies

Water Supply

- Planning
- Inspection
- Water System Improvements
- Well Rehabilitation

Wastewater/Stormwater

- Stormwater Program Management
- Planning
- Inspection
- Sewer System Management Plan
- Master Plans
- Feasibility Studies
- Storm Water and Drainage Design
- Financial, Legal, Political, Regulatory, and Technical Requirements
- Hydraulic Models

Water and Energy Conservation



- Master Plans
- Evaluation and Rehabilitation of Sewage Systems
- Sewage Lift Stations



City of San Fernando



Project Understanding

The Willdan team has provided the City the below services since 2013 and fully understands the services required by the RFP. We understand this project will include but is not limited to the following:

<p>1. <i>Implementation of Minimum Control Measure (MCMs) programs found in the current, and that in the future Municipal Storm Separate Sewer System (MS4) NPDES Permit.</i></p>	<p>The City is currently subject to the recently adopted Regional Phase I MS4 Permit (NPDES No. CAS004004), effective September 11, 2021. The MCMs in the MS4 Permit, are based on Section 122.26(d)(2)(iv) of Chapter 40 of the Code of Federal Regulations that identifies six categories of minimum control measures. These six MCMs found in the MS4 Permit are Public Information and Participation Program, Industrial/Commercial Facilities Program, Planning and Land Development Program, Development Construction Program, Public Agency Activities Program, and Illicit Connections and Illicit Discharges Elimination Program. Each program lists many elements that the City is required to implement. Willdan has assisted the City with all of these programs, with the exception of actual inspections required by the Industrial and Commercial Facilities Program. The Willdan staff assigned to this project are the same currently serving the City, and arguably have the most experience conducting inspections required by the Industrial and Commercial Facilities Program for several clients within the Los Angeles County basin.</p>	
<p>2. <i>Attend Upper L.A. River (ULAR) Enhanced Watershed Management Program (EWMP) meetings, and other meetings as directed. Discuss or meet with City Staff and provide a written NPDES update with information pertinent to the City's interests.</i></p>	<p>Willdan staff assigned to this project have represented the City's interests in the Upper Los Angeles River EWMP Group (Group) since 2013. During this time, we've kept 5 interim and permanent Public Works Directors and our primary point of contact, Mr. Kenneth Jones, informed through a combination of frequent emails, phone calls, and debrief meetings. We have a thorough understanding of the City's characteristics and views of the City staff that at times becomes beneficial as the Group contemplates new projects and programs. For example, the Willdan staff promoted the concept of the City's Regional Park BMP to the City staff, pursued its incorporation into the ULAR EWMP as a priority project that focused additional Group funds to perform preliminary engineering, and used this merit to apply for and win State funding for the design phase through the State's Proposition 1 Stormwater Grant Program – Planning Grant.</p>	



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<p>3. <i>Review Los Angeles Regional Water Quality Control Board (LARWQCB) generated material, such as that associated with the current draft MS4 Permit, and coordinate commenting with City staff.</i></p>	<p>On July 23rd of this year, the LARWQCB adopted the new MS4 Permit for the region. Prior to its adoption, Willdan staff thoroughly reviewed and provided comments on the Tentative Draft Permit, discussed critical issues with City staff, and prepared a comment letter for review by City management for submittal to the LARWQCB staff. A number of comments provided resulted in positive changes to the Tentative Draft Permit. Willdan will continue to review pertinent documents and educate the City on various LARWQCB items. As our years of service with the City can attest, the same Willdan team has worked well with City staff and will continue to do the same moving forward.</p>	
<p>4. <i>Review ULAR EWMP Group generated material, and coordinate commenting with City staff, prior to submittal to the LARWQCB.</i></p>	<p>While maintaining the City's interests, Willdan staff reviews various reports and data that are submitted to the LARWQCB from the ULAR EWMP Group. Much of the City's compliance with water quality monitoring and reporting is facilitated at the watershed level. This includes Coordinated Integrated Monitoring Program (CIMP) monitoring data submittals, Watershed Annual Reports, Adaptive Management, and Reports of Waste Discharge, among other submittals. Prior to a final document's transmittal to the LARWQCB, Willdan staff reviews draft documents, briefs City staff on the intent of the submittal, coordinates commenting to the ULAR EWMP Group with the City, reviews the final document, and receives any necessary City signatures. This method of review ensures all documents that are developed by the ULAR EWMP Group have been thoroughly reviewed and comments understood and incorporated into the document by the ULAR EWMP Watershed Lead.</p>	
<p>5. <i>Assist the City in complying with the ULAR EWMP by attending regional, watershed, or city specific meetings as directed by City Staff, review current water quality targets and compliance efforts by City.</i></p>	<p>As Willdan staff has represented the City's interests in the ULAR Watershed for many years, staff continues to attend meetings associated with the ULAR EWMP Group and LARWQCB to have an understanding of regional, watershed, and local stormwater actions that will affect the City. Meetings include the LARWQCB Board Meetings, ULAR EMWP Group, LA Permit Group, Measure W ULAR Watershed Area Steering Committee (WASC), and various grant program initiatives. By attending such meetings, Willdan staff are prepared to assist the City reach and maintain compliance with the MS4 Permit and prepare the City for future regulations and efforts that will affect the City, such as MS4 Permit Renewals and ULAR EMWP Updates.</p>	



City of San Fernando

<p>6. <i>Prepare, and be able to carry out, special water quality sampling program or technical studies for the demonstration of compliance as directed by the City.</i></p>	<p>In 2013, when the City joined the ULAR EWMP Group, the Willdan team knew the benefits of a watershed based approach to compliance with water quality standards and coordinated monitoring. However, the Willdan team has always recommended to City staff certain water quality monitoring and studies at the City's drainage boundaries to safeguard the City from being wrapped in with poor water quality at downstream monitoring sites with drainage from several urbanized areas surrounding the City. With the City's permission, at a time when funds were available for a city-specific monitoring program, the Willdan team developed and implemented outfall screening and pollutant assessment programs as a preemptive measure to water quality exceedances at downstream compliance points. Should the City desire to continue these programs, Willdan is ready to safeguard the City and demonstrate its compliance.</p>	
<p>7. <i>Prepare and submit NPDES MS4 Annual Reports through the ULAR EWMP Group to the LARWQCB on behalf of the City.</i></p>	<p>Per the Regional MS4 Permit, the City is required to submit an NPDES MS4 Annual Report to the LARWQCB. The LARWQCB requires one report be submitted annually, an individual form, and one report to be submitted semi-annually, the watershed management program (WMP) progress report. Willdan has prepared the City's city-specific individual form, and preceding reporting formats, since the 2014-2015 reporting year. The ULAR EWMP Group is required to prepare and submit a WMP progress report, which highlights watershed-specific activities, such as monitoring trends, regional projects, and special studies. Willdan coordinates with the ULAR EWMP Group to ensure the City meets all required deadlines for the individual and WMP reports. Draft and final reports are reviewed and discussed with the City prior to their respective submittal deadlines to the LARWQCB.</p>	
<p>8. <i>Assist the City with storm water monitoring by reviewing the results of the ongoing monitoring program of the TMDLs and CIMP once approved by the LARWQCB.</i></p>	<p>The City complies with MS4 Permit monitoring requirements and TMDLs by participating in the ULAR CIMP, contributing to the Harbor Toxic TMDL monitoring program, and LA River Trash TMDL catch basin retrofits and studies. Willdan frequently reviews data associated with the listed programs to determine if the City causes and contributes to water quality exceedances. Non-stormwater outfall screening is performed during the dry season to keep record of City discharges to receiving waters and potential sources. If there are ever water quality exceedances or other compliance issues that may be associated with the City, Willdan steps in to determine the issues, communicate potential solutions with City staff, and help develop any necessary responses to the LARWQCB.</p>	



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9. *Provide Low Impact Development (LID) plan checking services on an as requested basis relating to MS4 Permit requirements.*

Though development and redevelopment activity within the City has been relatively low, Willdan plan checkers are experienced in reviewing LID Plans and the like for many Los Angeles area clients.



10. *Perform site inspections of LID and SUSMP Best Management Practices (BMPs) annually or as directed by City.*

The Willdan team has experience recommending changes to a municipal code that not only enhances a city's authority to inspect water quality improvement devices on private property, but also sets up a recoverable inspection fee. The Willdan team understands they will need to work with the City to develop a list of public and private properties where water quality improvement devices have been installed, review the City's Municipal Code and recommend changes if necessary, develop an informational letter informing the property owner about the MS4 Permit requirement to verify effectiveness of their installed BMP, recommend to the City an approach to this inspection program, and carry out inspections as professional and efficient as expected by the City leadership.



City of San Fernando

2. Related Experience

NPDES Experience

Since the adoption of the first Municipal NPDES Permit for Los Angeles County in June 1990, Willdan has provided professional permit and TMDL management and review services for several area municipalities. The NPDES services Willdan provides to its clients range from being an onsite staff augmentation with the title of Stormwater Program Manager to carrying out specifically scoped studies and services. Working with our clients we find a way to tailor an NPDES program balanced on specific needs and available budgets.

The following describes typical program arrangements Willdan has served its clients:

Program Management	Currently three cities rely on the Willdan team for full permit and TMDL program management services. In this capacity, Willdan functions as city staff where the work includes the preparation of fiscal year budgets, reports, and presentations to city staff and/or city council; review of the current and upcoming MS4 Permits; preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; and coordination among watershed partners, regulators and at times non-governmental organizations.
Full/Partial MCM Implementation	Using a full range of administrative and field activities, Willdan has experience ensuring compliance with Section VI.D of the 2012 MS4 Permit – Stormwater Management Minimum Control Measures. This includes compliance activities associated with public information and public participation, industrial/commercial facilities, planning and land development, development construction, public agency activities, and illicit discharge/illicit connection management.
Development Plan Review Services	As part of the project development review process required by past Municipal NPDES Permits as well as the current Permit, Willdan provides professional engineering related review services for public and private projects subject to the conditioning and approval for design and implementation of stormwater mitigation measures. This includes new development, redevelopment, and construction activities. As a result, Willdan has a comprehensive understanding of proper site design, source control measures, and the ability to implement appropriate best management practices (BMPs).
E/WMP Group Representation	Willdan has an in-depth knowledge of the development and implementation of WMPs and EMWPs, including the Upper Los Angeles River Watershed EWMP. Throughout Willdan's participation in multiple E/WMP groups, staff has negotiated multiagency contracts and agreements, actively participated in the development process of the ULAR EWMP and its CIMP; has collaborated and participated in meetings with group partners and LARWQCB staff. In addition, Willdan has assisted in the development of presentations to the LARWQCB, multiagency agreements, CIMP implementation, and multiagency cost-sharing formulas.



City of San Fernando

TMDL Programs and
Studies

From the review of Regional Board developed draft Basin Plan Amendments to addressing TMDL requirements, Willdan has years of experience. Quite often Willdan Engineering finds itself representing multiple clients with a common interest in the same watershed. These situations provide opportunities for our firm to take on lead watershed roles for the betterment of its clients, especially concerning TMDLs. For example, on behalf of the City of Agoura Hills, Mr. Bellomo helps manage the Malibu Creek Watershed (MCW) EWMP and CIMP contract and agreements and associated tasks. Willdan has also helped implement city-specific special monitoring programs. Another example is the Willdan Designed, Managed and Inspected installation of CPS and ARS full capture devices for 16 Gateway COG cities.

The following table and summary of client services illustrates the experience of key personnel and their corresponding municipal clients.

Services	San Fernando	La Canada Flintridge	Hidden Hills	Calabasas	Agoura Hills	Westlake Village	Bell	Cudahy	Fillmore	La Puente
Program Management			✓	✓		✓				
Full MCM Implementation		✓	✓	✓		✓				
Partial MCM Implementation	✓				✓		✓	✓	✓	✓
Development Plan Review Services			✓	✓		✓			✓	✓
ULAR-EWMP Group Representation	✓	✓	✓							
Non ULAR-EWMP Group Representation			✓		✓	✓	✓	✓		✓
EWMP/CIMP Development Assistance	✓	✓	✓		✓	✓		✓	✓	✓
Manage/Prepare TMDL Programs/Studies	✓	✓	✓	✓	✓	✓			✓	✓

Related Experience

City of San Fernando

Since 2013, Willdan has provided the City with ULAR EWMP Group representation and general NPDES Permit compliance consultation. This includes MS4 Permit, ULAR EWMP, and TMDL technical guidance, Trash TMDL compliance and catch basin retrofits, Measure W guidance and grant application assistance, annual report preparation, staff training, non-stormwater outfall inspections, and implementation of MS4 Permit minimum control measures. Willdan drafts City Council staff reports, multi-agency agreement guidance, and staff briefings. Additionally, Willdan has provided support to the Water Department to help achieve compliance with well discharge requirements.



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City of La Cañada Flintridge	<p>Since 1995, Willdan has served in various capacities with the City, beginning when they were the named City Engineer to today when Willdan augments City staff by performing MS4 permit functions. As with the City of San Fernando, La Cañada Flintridge is located in the ULAR and a member of the ULAR EWMP Group. Willdan provides ULAR EWMP and CIMP technical guidance, meeting representation, MCM implementation including commercial and industrial inspections, and provides support with City Council reports, presentations, and City staff training. In addition, Willdan performs non-stormwater outfall inspections, annual report preparation, and provides guidance and assistance for Measure W and other funding programs.</p>
City of Hidden Hills	<p>Since 2013, Willdan has been responsible for full compliance with the Municipal NPDES Permit for the City of Hidden Hills. Hidden Hills is the third member Willdan represents in the ULAR EWMP Group. Willdan also represents the City's interest for its area that drains to the Malibu Creek Watershed. Willdan has ensured compliance with all aspects of the municipal NPDES permit, and developed compliance with the State's construction general permit, including SWPPP and USMP reviews, and LID plan reviews. Additionally, Willdan provides TMDL management and implementation of related programs, special monitoring studies, staff training, construction site and non-stormwater outfall inspections, Measure W and other grant assistance, and annual reporting services.</p>
City of Calabasas	<p>Since 1991, Willdan has held various contracts with the City to provide professional engineering services. Work includes engineering design, stormwater improvement design, roadway design and resurfacing, utility coordination, grant contract administration, construction management and observations, labor compliance, and plan check services for SWPPP, USMP, street, water, sewer, storm drain, and landscape improvements. From 2003 to 2007, Willdan provided on-site staff support for NPDES and TMDL management. During this period Willdan ensured compliance with the NPDES Permit and TMDLs, watershed planning, provided training, and transitioned City staff into the Environmental Services Division as well as the current Environmental Services Manager.</p>
City of Agoura Hills	<p>Since 2005, Willdan has provided stormwater management services to the City of Agoura Hills, including stormwater design, management, and consulting services. Services provided include preparation of the City's NPDES Annual Report, assistance with MS4 Permit minimum control measures, MCW group coordination, trash monitoring site investigation and follow up, preparing cost estimates relating to the NPDES/Stormwater Program for the City's annual budget, conducting staff meetings and training, and providing special study, project, and Measure W support.</p>



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City of Westlake Village	Willdan has provided full engineering services to the City since 1983. Effort includes general engineering services, engineering design, budget analysis and projection, stormwater improvement design, roadway design and resurfacing, flood plain management, utility coordination, management of the NPDES permit and TMDLs, contract administration, construction management and observations, labor compliance, grant application and administration, and plan check services. As a component of the engineering services, Willdan is responsible for managing the City's stormwater program. Such services include full MS4 Permit compliance including minimum control measure implementation, coordination of a city-specific monitoring program, participating in MCW Management Committee and EWMP group, funding assistance, reviewing and providing guidance on key technical documents and regulations, and completing the annual reporting required by state and federal regulations.
City of Bell	Willdan is responsible for assisting with the City's stormwater program relating to MS4 Permit compliance and serving as the City's advocate at Los Angeles River - Upper Reach 2 (LAR-UR2) watershed, funding, and permit group meetings. Willdan reviews and provides guidance on key technical documents and regulations, administers commercial and industrial facility inspections, provides staff training, and completes the required annual reporting.
City of Cudahy	Since 2013, Willdan has served in various capacities with the City. The City staff performs most of the permit functions and consults Willdan for technical assistance, LAR-UR2 Watershed and MS4 permit meeting representation, staff training, commercial and industrial facility inspections, and completion of annual reporting requirements. Willdan has specifically assisted with the development of the Green Streets policy and the Low Impact Development Ordinance adopted by the City Council to manage development in the City and provides annual assistance with Model Water Efficient Landscape Ordinance reporting requirements.
City of Fillmore	Willdan has served as the Contract City Engineer and public works staff for the City of Fillmore since 2015. Services include contract staff augmentation for the City Engineer, Deputy City Engineer, Stormwater Consultant, and capital improvement program planning scoping budgeting and implementation. As the City's stormwater consultant, Willdan supplements City staff to provide Ventura County Stormwater Management Committee and related TMDL group representation, stormwater technical guidance, commercial and industrial facility inspections, staff training, annual report preparation, and other as-needed stormwater services.
City of La Puente	Since 2010, Willdan has served as the City Engineer for the City. In this capacity Willdan provides project conditioning to comply with NPDES regulations and when submitted for development permits the plans are reviewed to ensure that the project provides stormwater treatment BMPs. Willdan also provides the City with the Upper San Gabriel River EWMP Group meeting representation and technical guidance, and provides as needed MS4 Permit compliance assistance, including annual staff training and annual report preparation.



City of San Fernando

3. Proposed Staff



Mr. Joseph Bellomo, PE, QSD/P will be the Project Manager and will be supported by Ms. Kelsey Reed, and Ms. Mayra Martinez.

Project Manager

Mr. Joseph Bellomo, PE, QSD/P, prior to joining Willdan, worked in the Department of Health Services for the County of Los Angeles as the Senior Environmental Health Technician for the Bureau of District Environmental Services (DES). The Bureau of DES is responsible for managing impacts to public health at

commercial food facility and housing in Los Angeles County. During his time in DES, Mr. Bellomo transitioned from conducting inspections in the field to administrative responsibilities under the direct supervision of the Bureau Director as the County began the restaurant grading program and reformation of food facility inspections. In January 2004, Mr. Bellomo joined Willdan as a Civil Engineer to work on various aspects of stormwater and city engineering. Since his start with the firm, Joe has used his experience and knowledge of the State and Federal National Pollutant Discharge Elimination Systems program to manage compliance for many of Willdan's clients. The majority of Willdan's NPDES related clients rely on Joe for full NPDES permit and Total Maximum Daily Load program management services, formally or otherwise. This typically includes the preparation of fiscal year budgets, report, and presentations to city staff and city council, preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and non-governmental organizations; and at times managing city service personnel. As a result, Willdan has a comprehensive understanding of NPDES Permit requirements and the best approach to implementation. Mr. Bellomo is assisted by a team of two solely dedicated to providing NPDES compliance services to Willdan clientele.

Support Technical Team

Ms. Kelsey Reed, CESSWI, QSP, HAZWOPER, prior to joining Willdan, worked for the City of Camarillo Stormwater Division for over a year where she gained valuable experience in stormwater permit management, inspections, and policy. Ms. Reed has also been responsible for independent research of stream geomorphology while attending California State University, Channel Islands. In July 2015, Ms. Reed joined Willdan to work primarily on stormwater quality compliance.

As the Environmental Analyst II, Ms. Reed assists in meeting the workload demand for Bell, Cudahy, Hidden Hills, Fillmore, La Cañada Flintridge, La Puente, San Fernando, and manages the contracts for Agoura Hills and Westlake Village.

Ms. Mayra Martinez prior to joining Willdan as an Environmental Analyst I, she worked in environmental consulting for four years where she gained valuable experience in consultant services, environmental remediation, and policy. While attending California State University, Channel Islands, Ms. Martinez also worked for local government agencies where she provided support on agriculture sustainable practices in Ventura County. In the last year, Ms. Martinez joined Willdan to focus her expertise to water quality management.

Ms. Martinez assists Mr. Bellomo and Ms. Reed with the workload in Agoura Hills, Bell, Hidden Hills, Fillmore, La Cañada Flintridge, La Puente, San Fernando, Westlake Village, and manages the contract for Cudahy.



City of San Fernando**Time Commitment and Availability**

Willdan is committed to providing the staffing and resources required to assist the NPDES consulting services to the City on schedule and at the rates stated. The City can rest assured that our dedicated staff will be available and accessible to the City staff during normal business hours, within reasonable limitations for the duration of the project. No substitution of key staff will occur without the written approval of the City.

Personnel Resumes

The following pages contain our key personnel resumes that show education, registration, and related experience for the City's review.



City of San Fernando

Joseph E. Bellomo, PE, QSD/P

Supervising Engineer

Project Role: Project Manager**Profile Summary**

Education:	▪ BS, Civil Engineering, California State University, Los Angeles
Registration:	▪ Civil Engineer, California No. 75564 ▪ Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) No. 20016
Experience:	22 Years

Mr. Joseph Bellomo joined Willdan as a Civil Engineer to work on various aspects of stormwater and city engineering. Since his start with the firm, he has used his experience and knowledge of the State and Federal National Pollutant Discharge Elimination Systems program to manage compliance for many of Willdan's clients. The majority of Willdan's NPDES related clients rely on Mr. Bellomo for full NPDES permit and Total Maximum Daily Load program management services. This typically includes the preparation of fiscal year budgets, report, and presentations to city staff and city council, preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and non-governmental organizations; and at times managing city service personnel. As a result, Willdan has a comprehensive understanding of NPDES Permit requirements and the best approach to implementation.

Relevant Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. Mr. Bellomo has provided the City with Upper Los Angeles River EWMP Group representation and general NPDES Permit compliance consultation since 2013. This includes compliance with the MS4 Permit and TMDL technical guidance, Trash TMDL compliance and catch basin retrofits, annual report preparation, staff training, and general implementation of MS4 Permit minimum control measures. Joe assists the Water Department comply with the Low Threat Discharge permit issued for the reactivation of Well 7A, and other matters relating to regulatory requirements.

NPDES Consulting Services, City of La Cañada Flintridge, CA. In 2013 Mr. Bellomo assisted the City develop programs to comply with the MS4 Permit adopted at the end of 2012. One of the programs Joe helped the City develop was a municipal code based reimbursable inspection program of privately installed water quality improvement devices. In 2015, Mr. Bellomo began managing the NPDES program as an offsite extension of city staff and implemented most of the minimum control measures required by the MS4 Permit. Joe, or his staff, has represented the City's interests in the ULAR EWMP since 2013, and provides technical guidance on the CIMP relevance to the City's discharge. He provides support with City Council reports and presentations and city staff briefings; NSW outfall inspections; commercial facility inspections; annual report preparation; and Measure W guidance and assistance.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Mr. Bellomo has served as the Stormwater Program Manager since 2013. Joe is responsible for full compliance with the Municipal NPDES Permit, TMDLs in the Los Angeles River Watershed and Malibu Creek Watershed, as well as other NPDES regulations. On the City's behalf, he serves as the City's representative to the North Santa Monica Bay Watershed Area Steering Committee for the regional management of the Measure W – Safe Clean Water Program. Joe has ensured compliance with the municipal NPDES permit, and developed compliance with the State's construction general permit, including SWPPP and USMP reviews, and LID plan reviews. Mr. Bellomo reports directly to the City Manager and answers to the City Council on all NPDES permit and TMDL management and implementation of related programs, special monitoring studies, and annual reporting.



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General Engineering, City of Calabasas, CA. Mr. Bellomo provided the City onsite staff augmentation from 2006 to 2008. During this period Joe ensured compliance with the NPDES Permit, helped develop public educational material, run creek cleanup events, management of watershed monitoring program and reporting to regulators and stakeholders, assisting in stormwater improvement design, and grant contract administration. In 2008, Joe trained the Environmental Programs Manager who still works in that capacity today. Since 2008, Joe has helped the City whenever needed without a contract.

Stormwater Program Management, City of Agoura Hills, CA. From 2007 to 2010 Mr. Bellomo served as Stormwater Program Manager. Joe provided the City Engineering Department with offsite staff support services and ensured compliance with the municipal NPDES permit, developed compliance with the State's construction general permit, SSO regulations, and TMDLs. Duties include SWPPP and USMP reviews, NPDES permit and TMDL management and implementation of related programs, special monitoring studies, watershed-wide compliance monitoring program, staff reports, assisting at the public counter for stormwater related issues, and participation on the Development Review Committee to provide conditions for private development projects. Mr. Bellomo trained and transitioned a city staff member to take over the duties of the Stormwater Program Manager and currently assists with technical issues and as-needed MS4 compliance tasks, including assisting with EWMP and CIMP management and Malibu Creek Watershed group coordination.

NPDES/City Engineering Services, City of Westlake Village, CA. Mr. Bellomo served as the Stormwater Program Manager for the City of Westlake Village from 2008 through 2018. He has been responsible for providing the City municipal and construction National Pollutant Discharge Elimination System program management; grant application and contract management; NPDES staff training, program evaluation and reporting; community presentations, staff reports, and budget reports; formalizing multi-agency watershed agreements; compliance with watershed Total Maximum Daily Loads; and served as the chair of the Malibu Creek Watershed Management Committee for the past nine years.

Mr. Bellomo served as one of four members that represented the LA Permit Group, a group that is comprised of approximately 61 cities in Los Angeles County, in the negotiation of the 2012 MS4 Permit. This Permit introduced the concept of compliance with water quality standards and limits through the development and implementation of watershed management planning. This compliance strategy has since been used by other regional boards throughout California, as well as other similar regulatory agencies in other states.

While serving as the Stormwater Program Manager for Westlake Village, Mr. Bellomo represented the City's interest with active participation in various Countywide funding programs such as the Integrated Regional Water Management Plan (IRWMP) where Mr. Bellomo currently serves as the first alternate to the Chair of the North Santa Monica Bay Sub-Regional Steering Committee and representative to the Greater Los Angeles County Regional IRWMP Leadership Committee; alternate to the Executive Director of the Las Virgenes-Malibu COG seat on the Safe, Clean Water Stakeholder Advisory Committee that's responsible for the development of Measure W; and served in technical groups such as the LA Permit Group, the Watershed Management Modeling System Advisory Committee. This active participation beyond the City's boundaries ensures the best decisions and outcomes are made for the City.

Federal Compliance and Grantsmanship, City of Westlake Village, CA. Mr. Bellomo was responsible for providing federal compliance for several federally-funded projects for the City of Westlake Village. This included full administration of federal funding through Caltrans, ensuring federal compliance during construction, invoicing for reimbursements, and project close-out and final invoice packages.

In 2007, Mr. Bellomo assisted the City Engineer secured \$8.57 million for the City's US 101/Lindero Canyon Road Interchange Improvement Project through the Los Angeles County Metropolitan



City of San Fernando

Transportation Authority's competitive Call-for-Projects program. In 2009 they obtained an additional \$13 million of Measure "R" Highway Operational Improvement funds for the interchange project and the Westlake Village Community Park park-and-ride facility. Mr. Bellomo is responsible for programming the City's transportation projects in the local Regional Transportation Plan and Federal Transportation Improvement Program through the Los Angeles Metropolitan Transportation Authority, Southern California Association of Governments, and Federal Highway Administration.

Through the Greater Los Angeles County Integrated Regional Water Management Plan, Mr. Bellomo applied for, and received, more than \$220,000 of Proposition 50 funding for the City's Citywide Irrigation Controller Replacement Program that utilizes weather-based irrigation controllers and efficiency sprinkler heads on roadway medians, parks, and other City-owned landscaped property.

NPDES Services, City of Bell, CA. Mr. Bellomo is responsible for assisting with the City's stormwater program relating to ensuring MS4 Permit compliance; serving as the City's advocate at LAR-UR2 watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES Consulting Services, City of Cudahy, CA. Mr. Bellomo performs most of the permit functions and provides technical expertise; LAR-UR2 WMP and other MS4 permit-related meeting representation; staff training; commercial and industrial facility inspections; and annual reporting requirements. Joe assisted with the development of the Green Streets policy and the Low Impact Development Ordinance adopted by the City Council to manage development in the City.

Staff Augmentation/NPDES/Construction Management/Federal Compliance, City of Fillmore, CA. Mr. Bellomo served as the Deputy City Engineer from 2016 to 2019 where he was responsible for the implementation of the Capital Improvement Projects, compliance with various regulatory requirements associated with the NPDES program, assisting the Public Works Supervisor manage the City's wells, wastewater, parks, and other infrastructure. Service included federal compliance on four project packages of federally funded construction projects. This included constructability review of existing construction plan sets, coordination of required design updates to the PS&E, advertise and award the construction contract, provide construction management and varying levels of construction inspection, coordination of multiple stakeholder groups for each project, and full administration of federal funding processing for projects at various stages of approval to secure funds, ensure federal compliance during construction, and invoice Caltrans for reimbursement of funds.

City Engineering and Support NPDES Services, City of La Puente, CA. Mr. Bellomo currently assists the City comply with NPDES regulations, ensure that project provides treatment BMPs for the stormwater discharge. Joe also provides the City with the Upper San Gabriel River EWMP Group meeting representation and technical guidance, and provides as needed MS4 Permit compliance assistance, including annual staff training and annual report preparation.



City of San Fernando

Kelsey Reed, CESSWI, QSP, HAZWOPER

Environmental Analyst III

Project Role: Technical Support**Profile Summary**

Education:	▪ <i>BS, Environmental Science and Resource Management, California State University, Channel Islands</i>
Registration:	▪ <i>Qualified Stormwater Practitioner, California Stormwater Quality Association No. 25680</i> ▪ <i>Certified Erosion, Sediment and Stormwater Inspector, EnviroCert International, Inc. No. 4574</i> ▪ <i>Rainwater/Stormwater Post-Construction BMP Inspection & Maintenance Certification</i> ▪ <i>Certified Hazardous Waste Operations and Emergency Response (HAZWOPER)</i>
Experience:	8 Years

Ms. Kelsey Reed joined Willdan in 2015 to work primarily on stormwater quality compliance. Prior to her experience at Willdan, she worked as an intern for the City of Camarillo's Stormwater Department while completing her degree. Ms. Reed now works with a variety of clients, assisting with stormwater compliance services that vary from site inspections and illicit discharge response to funding assistance and council report development.

Relevant Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. Ms. Reed has played an active role MS4 Permit compliance support staff to the City. She routinely provides NSW outfall screening and source identification, annual report preparation, public outreach, and annual City staff training. Additionally, Ms. Reed represents the City's interests in the Upper Los Angeles River Watershed EWMP Group and the Los Angeles Permit Group. During the Regional MS4 Permit adoption process, Ms. Reed provided a thorough review of the working and tentative drafts and provided comments on behalf of the City. Ms. Reed previously assisted with the City's Proposition 1 application for the San Fernando Regional Park project that provided \$450,000 in design funds.

NPDES/City Engineering Services, City of Westlake Village, CA. Ms. Reed has served as the City's Stormwater Program Manager for over four years. As an offsite extension of City staff, Ms. Reed ensures the City is in compliance with the various minimum control measures of the MS4 Permit. This includes construction site BMP inspections, illicit discharge response and resolution, annual training, public outreach, and commercial and industrial site inspections. In addition to MS4 Permit compliance, Ms. Reed actively represents the City's interests at various stormwater meetings, such as the Malibu Creek Watershed EWMP Group, and provides careful reviews of watershed and regulatory documents. Ms. Reed played an active role in the review and comment of multiple drafts of the Regional MS4 Permit and ensured the City was informed during the process. With the passage of Measure W in 2018, Ms. Reed ensured the City was prepared to receive municipal return funds, including the development of annual plans and council reports. Additionally, Ms. Reed continues to provide MS4 Permit annual reporting services to the City, including the review and comment of the Malibu Creek Watershed EWMP Watershed Annual Report.

Stormwater Program Management, City of Agoura Hills, CA. Ms. Reed has been responsible for as-needed assistance with MS4 Permit compliance. This includes NSW outfall screening, commercial facility inspections, construction site BMP inspections, and annual reporting. Additionally, Ms. Reed keeps the City informed of critical stormwater regulatory and watershed-based developments and represents the City's interests as-needed at various stormwater meetings.

City Engineering and Support NPDES Services, City of La Puente, CA. Ms. Reed provides as-needed stormwater compliance services to the City. this includes compliance with MS4 Permit and reporting requirements. Ms. Reed helped to develop the City's response to the 13383 letter to address the State



City of San Fernando

Trash Policy and provides assistance with Measure W obligations. When requested, Ms. Reed provides City representation at the Upper San Gabriel River EWMP Group and other various meetings.

Stormwater Program Management, City of Fillmore, CA. Ms. Reed provides partial MS4 Permit compliance services to the City. This includes commercial and industrial inspections, annual staff training, annual reporting services. Ms. Reed represents the city's interests in the Ventura County Stormwater Management Committee and Santa Clara River Watershed Group and updates staff of critical information and deadlines as it pertains to the groups. With the recent adoption of the Regional MS4 Permit, Ms. Reed has attended various meetings regarding the possibility of watershed management program (WMP) development; she provides key information to the City that will help guide the City to make the critical decision to join a WMP or not.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Ms. Reed has supported the City with MS4 Permit compliance for over 6 years. Her duties have varied from annual report preparation to compliance with minimum control measures. She annually helps the City demonstrate compliance with the LA River Trash TMDL through the implementation of a daily generation rate study. She additionally provides NSW outfall screening and source identification, illicit discharge response, and construction site inspections. Ms. Reed has served as an advocate for the City in various stormwater groups and meetings, such as the LA Permit Group, ULAR and MCW EWMP Groups, and funding committees.



City of San Fernando

Mayra Martinez

Environmental Analyst II

Project Role: Technical Support**Profile Summary**

Education:	▪ BS, Environmental Science and Resource Management, California State University, Channel Islands
Registration:	▪ American Red Cross First Aid/CPR/AED
Experience:	7 Years

Ms. Mayra Martinez has previously worked for a consulting firm and local government agencies where she provided support on sustainable practices including best management practices for agriculture in Ventura County. In the last year, Ms. Martinez has focused her expertise to water quality and conservation, joining Willdan in February 2020 to work primarily on stormwater quality compliance.

Relevant Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. Ms. Martinez assists with the implementation of the City's EWMP, CIMP, and MS4 Permit. She attends meetings on behalf of the City and provides review and comment on various watershed and LARWQCB-related materials. Ms. Martinez also assists with briefings, reports, and outreach to the public, city staff, and City Council.

NPDES Consulting Services, City of Cudahy, CA. Ms. Martinez is responsible for assisting with the City's stormwater program related to MS4 Permit compliance; serving as the City's advocate at watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES Consulting Services, City of La Cañada Flintridge, CA. Ms. Martinez assists with the implementation of the City's EWMP, CIMP, and MS4 Permit. Ms. Martinez attends meetings on behalf of the City and provides thorough review and comment on documents from the ULAR EWMP Group and LARWQCB. She also assists with briefings and reports to the public, city staff, and City Council.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Ms. Martinez assists with the management of the City's stormwater program related to MS4 Permit compliance; inspecting pre-/post-rain event construction site BMPs; Trash TMDL monitoring; screening NSW outfalls; performing public outreach; serving as the City's advocate at watershed, funding, and permit group meetings; and completing the required annual reporting.

NPDES Services, City of Bell, CA. Ms. Martinez is responsible for assisting with the City's stormwater program relating to MS4 Permit compliance; serving as the City's advocate at watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES/City Engineering Services, City of Westlake Village, CA. Ms. Martinez assists with stormwater services including MS4 Permit compliance; inspecting commercial facilities; inspecting pre-/post rain event construction site best management practices (BMPs), illicit discharge response and prevention, and non-stormwater (NSW) discharge outfall screening; stormwater public outreach; participating in Malibu Creek Watershed Management Committee and EWMP group; reviewing and providing guidance on key technical documents and regulations; and completing the annual reporting required by state and federal regulations.



City of San Fernando

Stormwater Program Management, City of Agoura Hills, CA. Ms. Martinez assists with stormwater services including MS4 Permit compliance; inspecting commercial facilities; inspecting pre-/post rain event construction site best management practices (BMPs), illicit discharge response and prevention, and non-stormwater (NSW) discharge outfall screening; stormwater public outreach; participating in Malibu Creek Watershed Management Committee and EWMP group; and completing the annual reporting required by state and federal regulations.



City of San Fernando

4. References

Below, we have included references for our proposed team. These references are also best able to attest for Willdan's overall experience and expertise in providing NPDES services.

City of La Cañada Flintridge

Mr. Patrick DeChellis, PE
Public Works Director
(818) 790-8882

City of Agoura Hills

Mr. Kelly Fisher
Public Works Project Manager
(818) 597-7338

City of Fillmore

Mr. David W. Rowland
City Manager
(805) 524-1500 ext. 209

City of Cudahy

Mr. Aaron Hernandez-Torres
Assistant City Engineer
(323) 773-5143 ext. 228

City of Hidden Hills

Mr. Kerry Kallman
City Manager
(818) 888-9291

City of Calabasas

Mr. Alex Farassati
Environmental Services Supervisor
(818) 224-1680

City of Westlake Village

Ms. Josephine Wilson
Administrative Services Director
(818) 706-1613

City of La Puente

Mr. John Di Mario
Development Services Director
(626) 855-1517



City of San Fernando

5. Cost Proposal


WILLDAN ENGINEERING
Schedule of Hourly Rates

Effective July 1, 2021 to June 30, 2022

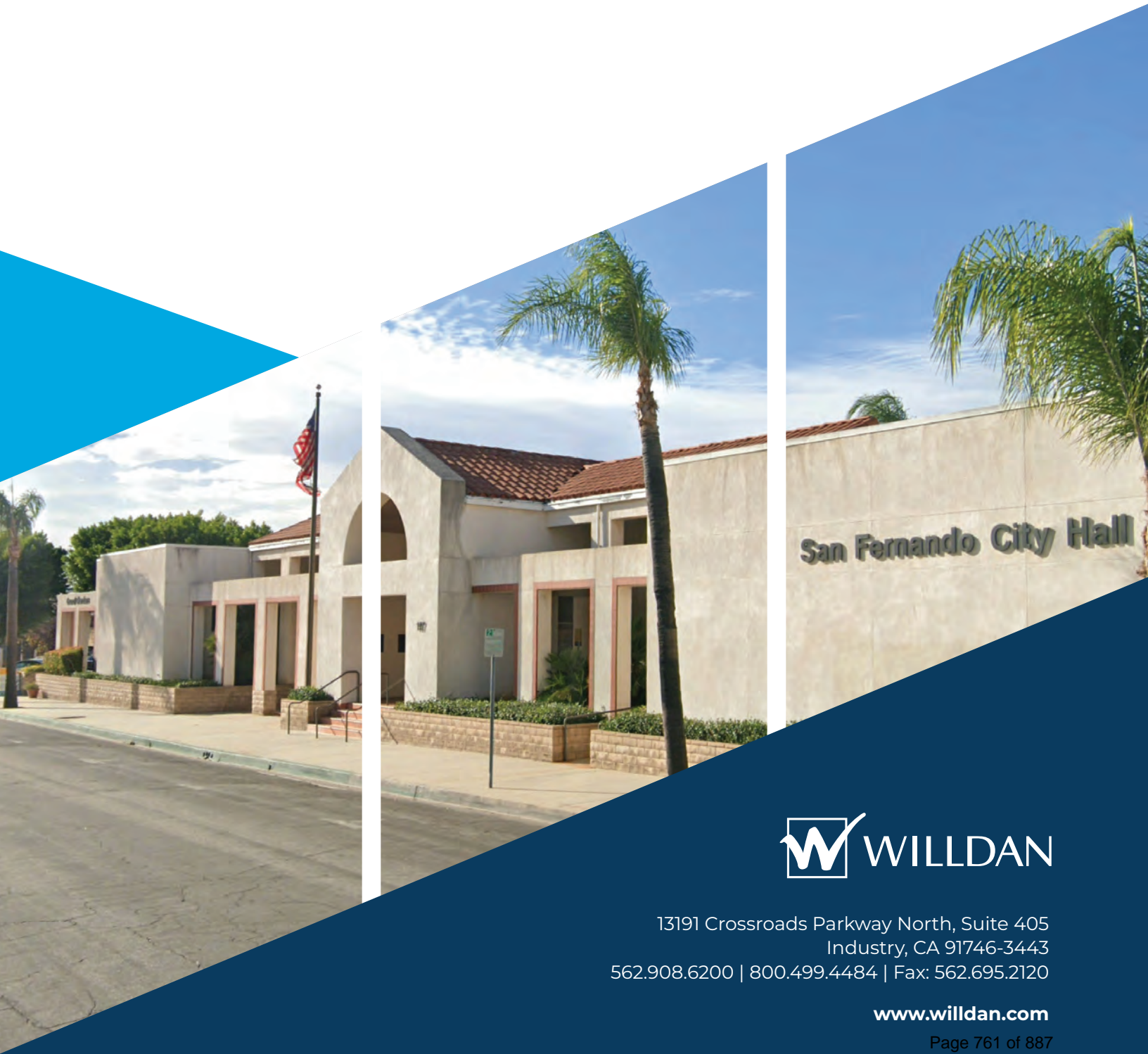
DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$70	Assistant Code Enforcement Officer	\$93	Labor Compliance Specialist	\$126
Technical Aide II	\$91	Code Enforcement Officer	\$107	Labor Compliance Manager	\$158
Technical Aide III	\$112	Senior Code Enforcement Officer	\$126	Utility Coordinator	\$167
CAD Operator I	\$114	Supervisor Code Enforcement	\$152	Assistant Construction Manager	\$138
CAD Operator II	\$132	Plans Examiner Aide	\$100	Construction Manager	\$160
CAD Operator III	\$147	Plans Examiner	\$152	Senior Construction Manager	\$180
GIS Analyst I	\$152	Senior Plans Examiner	\$167	Resident Engineer I	\$180
GIS Analyst II	\$173	Assistant Construction Permit Specialist	\$107	Resident Engineer II	\$187
GIS Analyst III	\$180	Construction Permit Specialist	\$112	Project Manager IV	\$206
Environmental Analyst I	\$127	Senior Construction Permit Specialist ***	\$132	Deputy Director	\$214
Environmental Analyst II	\$142	Supervising Construction Permit Specialist	\$140	Director	\$219
Environmental Analyst III	\$151	Assistant Building Inspector	\$126	INSPECTION SERVICES	
Environmental Specialist	\$163	Building Inspector***	\$140	Public Works Observer **	\$108
Designer I	\$152	Senior Building Inspector	\$152	Public Works Observer ***	\$131
Designer II	\$158	Supervising Building Inspector	\$167	Senior Public Works Observer**	\$118
Senior Designer I	\$167	Inspector of Record	\$178	Senior Public Works Observer ***	\$131
Senior Designer II	\$175	Deputy Building Official	\$178	MAPPING AND EXPERT SERVICES	
Design Manager	\$178	Building Official	\$180	Survey Analyst I	\$132
Senior Design Manager	\$181	Plan Check Engineer	\$178	Survey Analyst II	\$152
Project Manager I	\$164	Supervising Plan Check Engineer	\$180	Senior Survey Analyst	\$173
Project Manager II	\$182	Principal Project Manager	\$210	Supervisor - Survey & Mapping	\$182
Project Manager III	\$191	Deputy Director	\$214	Principal Project Manager	\$210
Project Manager IV	\$206	Director	\$219	LANDSCAPE ARCHITECTURE	
Principal Project Manager	\$210	PLANNING		Assistant Landscape Architect	\$132
Program Manager I	\$182	CDBG Technician	\$74	Associate Landscape Architect	\$152
Program Manager II	\$193	CDBG Specialists	\$89	Senior Landscape Architect	\$167
Program Manager III	\$211	CDBG Analyst	\$105	Principal Landscape Architect	\$180
Assistant Engineer I	\$127	CDBG Coordinator	\$131	Principal Project Manager	\$210
Assistant Engineer II	\$144	CDBG Manager	\$158		
Assistant Engineer III	\$152	Planning Technician	\$112		
Assistant Engineer IV	\$157	Assistant Planner	\$140		
Associate Engineer I	\$162	Associate Planner	\$152		
Associate Engineer II	\$169	Senior Planner	\$173		
Associate Engineer III	\$176	Principal Planner	\$180		
Senior Engineer I	\$179	Planning Manager	\$195		
Senior Engineer II	\$183	Deputy Director	\$214		
Senior Engineer III	\$182	Director	\$219		
Senior Engineer IV	\$189	ADMINISTRATIVE			
Supervising Engineer	\$193	Administrative Assistant I	\$83		
Traffic Engineer I	\$193	Administrative Assistant II	\$100		
Traffic Engineer II	\$206	Administrative Assistant III	\$117		
City Engineer I	\$206	Project Accountant I	\$94		
City Engineer II	\$216	Project Accountant II	\$110		
Deputy Director	\$214	Project Controller I	\$117		
Director	\$219	Project Controller II	\$132		
Principal Engineer	\$238				

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2021 thru June 30, 2022, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.





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Industry, CA 91746-3443
562.908.6200 | 800.499.4484 | Fax: 562.695.2120

www.willdan.com



2021

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Pavement Design Services)

(Parties: GMU Pavement Engineering and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and GMU Pavement Engineering, (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, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for pavement design and engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

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 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. 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 as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for Pavement Design Services", (hereinafter,

“CITY RFP”) and the written proposal of CONSULTANT entitled “Proposal to Provide On-Call Pavement Design Services” (hereinafter, the “CONSULTANT Proposal”) dated November 4, 2021. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT’s Fee Schedule, as shown in Appendix C of Exhibit B (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of up to **Four Hundred and Fifty Thousand Dollars (\$450,000)** (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, 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.

- 1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will 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 will 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 REPRESENTATIVE: 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 will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Roger Schlierkamp, Director of Pavement Engineering, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes

under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

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

- A. CONSULTANT will perform all Work skillfully, competently and consistent with that degree of care utilized by like professionals of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will 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.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. 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
- G. 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 will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will 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 will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Roger Schlierkamp, Director of Pavement Engineering; Ali Zalgout, Pavement Engineer; and Michael El Sebaaly, Staff Pavement Engineer.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will 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 will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will 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 will 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) 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 will 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 will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will 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 Representative is 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 will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.
- 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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or 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 herein 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.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: 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, CONSULTANT 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 CONSULTANT or any of CONSULTANT'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 CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT 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 CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT 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) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 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 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.

- 4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, 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.

V.

TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) 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 10-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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, 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 will 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 will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will 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 1.5, above, will 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 will 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 will 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 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.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, 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 will 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 will 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 will 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 will 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, 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 will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

GMU Pavement Engineering
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688
Attn: Roger Schlierkamp
Phone: 949-888-6513

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Department
Phone: (818) 898-1212

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will 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, will 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 will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will 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 will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires,

earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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

CITY OF SAN FERNANDO:

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla
Assistant City Attorney

Date: _____

GMU PAVEMENT ENGINEERING:

By: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Pavement Design Services

RELEASE DATE: October 12, 2021

RESPONSE DUE: November 4, 2021

GENERAL INFORMATION / BACKGROUND

The City of San Fernando Public Works Department is requesting proposals from qualified firms to provide pavement design services. The contract for services will have an initial term of three (3) years and allow two additional one-year options to renew. The City has approximately 50 miles of paved roads that are in varying condition and require different treatments based on PCI ratings. However, while we have a number of streets that might typically require an overlay, we also have a high percentage of old water and sewer mains that require assessment and possible replacement. Therefore, the City is looking for an experienced consultant that can assist with developing a "holding pattern" approach by evaluating and recommending alternative options for pavement treatments that can reduce further deterioration and provide better driving experience. The intent is to provide the City additional time by improving road conditions, while we secure funding and address our subsurface infrastructure over time.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and water production/distribution system. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential.

The Public Works Department provides engineering services and capital planning to ensure a high quality of public infrastructure and is responsible for rehabilitating and restoring the City's infrastructure (i.e. facilities, streets, water pipelines, sewer system), providing safe and reliable water delivery, improving the flow of traffic, maintaining parkway streets and landscape, cleaning of City streets, overseeing transportation programs, managing the City's sanitary sewer system, and coordinating refuse and recycling programs.

SCOPE OF SERVICES

Pavement services may include, but shall not be limited to, the following:

1. Design and Preparation of Street Resurfacing Plans (including specifications)
2. Bid Preparation and Analysis
3. RFI and Project Submittal Reviews
4. Construction Management services, including field inspection
5. Project Documentation

6. Providing guidance for short-range and long-range CIP development

Support engineering services, such as geotechnical or general civil may be required based on the specific project needs, so please provide a description of engineering experience outside of those listed in this section.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, October 25, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, October 27, 2021**.

C. Submission of Bid Proposals

All proposals shall be submitted via email to Matt Baumgardner, Director of Public Works at Mbaumgardner@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **Pavement Design Services**" Proposals must be received no later than **Thursday, November 4, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract **(Attachment A)** will be signed subsequent to the Director of Public Works' review and approval of the recommended firms.

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	October 12, 2021
Deadline for submittal of Questions:	October 25, 2021
Response to Questions:	October 27, 2021
Deadline for submittal of Proposal:	November 4, 2021
Interviews (if necessary)	November 2021
Execute Agreement:	December 6, 2021

SELECTION CRITERIA

The City of San Fernando will select the firm on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Firm and key personnel's experience most closely related to the stated scope of work.
2. Relevant experience within the past five years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in providing pavement design services for cities of similar size to the City of San Fernando. A statement of qualification demonstrating the foregoing and listing the firm's experience in providing engineering services must be submitted.
2. Firm shall submit a description of its organizational structure, history, legal status (i.e. partnership, corporation, etc.), list of owners and officers, capabilities, experience, and management philosophy. The City is particularly interested in the firm's approach to managing projects, organizational resources, and the primary businesses in which the firm is involved.
3. Firm must demonstrate an understanding of the scope of work requirements as described in this RFP.
4. Firm shall include the resumes of the proposed key personnel showing relevant education, training and experience. Please specifically address any technical resources and staff that will be available to assist the City.
5. References from previous clients, similar in size to the City of San Fernando, with direct knowledge of past performance of firm. Client references should be located within California

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.



City of San Fernando

Proposal to Provide On-Call Pavement Design Services

November 4, 2021

Submitted by:
GMU Pavement Engineering
23241 Arroyo Vista
Rancho Santa Margarita, CA 92688
949-888-6513
GMU Proposal No. P-21304



November 4, 2021

Mr. Matt Baumgardner
Director of Public Works
CITY OF SAN FERNANDO
Public Works Department
117 Macneil Street
San Fernando, CA 91340

GMU Proposal P-21304

Subject: Proposal to Provide On-Call Pavement Design Services, City of San Fernando, California

References: (1) "Request for Proposals, Pavement Design Services", Prepared by the City of San Fernando, dated October 12, 2021.

Dear Mr. Baumgardner:

GMU Pavement Engineering (GMU) is pleased to submit this proposal to provide pavement design services to the City of San Fernando.

GMU was established in 1967 and has been providing pavement and geotechnical engineering services for over 50 years. GMU's location and long history of successful pavement and geotechnical engineering projects allow us to efficiently and effectively provide the proposed scope of work.

Based on our review of the referenced RFP, GMU understands that the City is facing a unique challenge with regard to a high percentage of its old water and sewer lines that may require assessment and/or replacement within the same streets that are due for an overlay. We agree that constructing an overlay rehabilitation of streets and trenching through them for water and sewer line repairs shortly after repaving is detrimental, specifically from overlay performance, pavement aesthetic, and smoothness standpoints.

GMU Pavement Engineering provides a comprehensive range of pavement engineering and design services, including pavement management plan studies (roadway network optimization & scheduling), project-level pavement evaluations (deflection testing, coring, lab testing), pavement-materials mix design development, preparation of street improvement plans, and pavement-construction observation-and-testing. Our full-circle experience will allow us to advise and assist the city in developing a "holding pattern" approach by evaluating and recommending alternative pavement treatment options. We understand one of the primary goals will be to provide alternative recommendations that will help preserve the pavement's current condition (buying time) while the water and sewer line repairs are addressed.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

GMU currently serves as a pavement and geotechnical consultant and provides on-call services for numerous cities in California, including the Cities of Aliso Viejo, Laguna Niguel, San Clemente, Dana Point, Rancho Santa Margarita, Irvine, Newport Beach, Mission Viejo, Garden Grove, Fountain Valley, Buena Park, San Juan Capistrano, Huntington Beach, Anaheim, and Chino Hills. We also provide on-call services to the County of Orange and the County of Los Angeles. GMU has extensive experience in the design and construction of numerous public works projects including pavement maintenance and rehabilitation projects, streetscapes, community parks, large-scale civic centers, and other infrastructure improvement projects. This diverse project experience and successful track record of providing on-call services for local municipalities makes GMU an unique candidate for providing on-call services to the City of San Fernando.

GMU's staff consists of highly qualified registered professionals and engineering technicians with experience in nearly all phases of pavement and geotechnical engineering, materials testing, and engineering geology. GMU employs a staff of 39 people, including nine Professional and Geotechnical Engineers and four Certified Engineering Geologists, all of whom are licensed by the State of California. GMU's engineering technicians and registered special inspectors have an average of 15 to 20 years of experience and hold multiple certifications from ACI, ICC, Caltrans, County of Orange, etc. GMU's in-house laboratory is approved by the California Department of Transportation (Caltrans), AMRL, the County of Orange, AASHTO, and other public agencies.

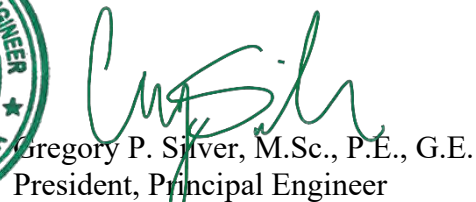
Our website, www.gmugeo.com, offers a virtual tour of GMU and an overview of some of GMU's projects.

Please do not hesitate to contact us if you have any questions regarding this information.

Respectfully Submitted,
GMU PAVEMENT ENGINEERING


Roger W. Schlierkamp, M.Sc., P.E.
Director of Pavement Engineering




Gregory P. Silver, M.Sc., P.E., G.E.
President, Principal Engineer


Ali A. Zalghout, M.Sc.
Pavement Engineer

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

RFP requested items:

Legal name of company & corporate address:

GMU Pavement Engineering (GMU)
23241 Arroyo Vista
Rancho Santa Margarita, California
949-888-6513 office
949-888-1380 fax

Primary Point of Contact for this Contract:

Roger Schlierkamp, MS, PE
Director of Pavement Engineering
949-888-6513 office
949-546-0017 direct
E-mail: rschlierkamp@gmugeo.com

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

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Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

CONSULTING FIRM INFORMATION

GMU's single office and Caltrans-certified pavement/soils materials laboratory is located in Rancho Santa Margarita, Orange County, California. GMU is the primary consultant for this project and will provide the requested scope of services.

GMU was formed in 1967 and has established a reputation for reliability, innovation, accuracy, efficiency, and excellent service and has provided pavement, geotechnical, testing, and inspection services for over 50 years. This is exemplified by the wide variety of projects that we have successfully worked on, the long-term relationships that we have developed with our diverse group of clients, and the number of project achievement awards that GMU has been awarded. GMU is able to offer an unparalleled level of service because of active principal involvement in each project and a professional staff of individuals that are leaders and experts in their respective fields.

GMU's office houses a 45-person team of highly qualified professional engineers, geologists, and engineering technicians with specialized experience in pavement engineering, geotechnical engineering, engineering geology, and materials testing. GMU's staff includes:

- Eleven (11) professional, pavement, and geotechnical engineers licensed in California, including **three (3) Masters degrees in pavement engineering**;
- Three (3) pavement distress inspectors, qualified to perform pavement condition index (PCI) surveys that satisfies Orange County Transportation Authority's (OCTA) rigorous requirements;
- Four (4) certified engineering geologists licensed in California; and
- Engineering technicians and registered special inspectors with an average of 15 to 25+ years of experience.

GMU is not partially or totally owned by another business organization or individual. GMU does not have any failures or refusals to complete a contract or any conditions that may impede ability to provide the proposed scope of work.



GMU Established
1967

Professional Staff
Eleven Professional and
Geotechnical Engineers

Pavement / Materials Laboratory
Caltrans Certified

Federal Employer Identification No.:
330359134

Small Business Enterprise (SBE) No.:
59914

Type of Entity
Privately Held S-Corporation

Principals and Owners
Greg Silver, MSc, PE
Aron Taylor, MSc, PG, CEG
Mike Moscrop, MSc, PE, GE

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

GMU is in good financial standing. There are no foreseeable conditions that may impede our ability to provide the proposed scope of services.

The GMU Pavement Engineering Difference

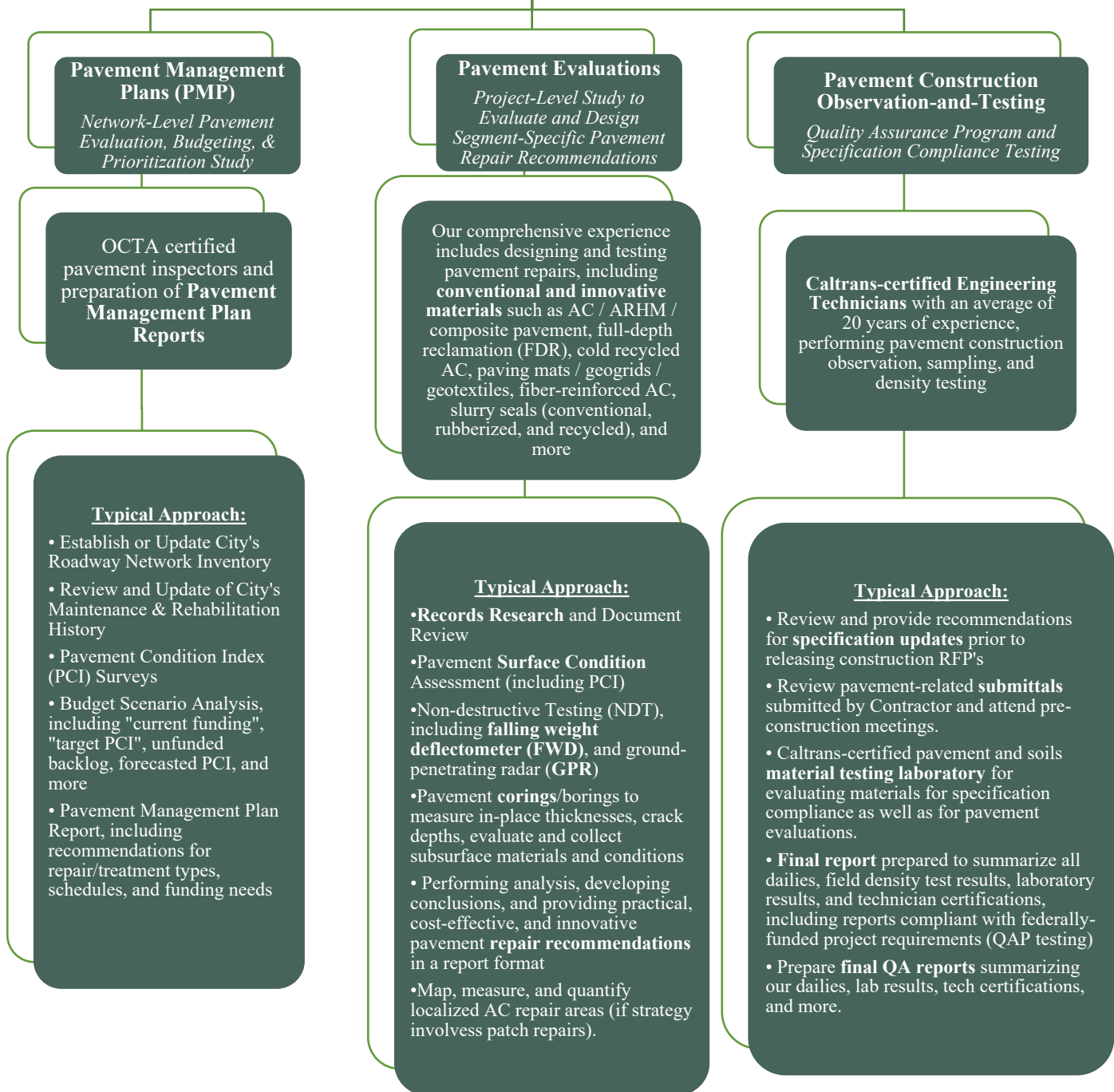
Pavement materials and soil materials behave and perform very differently; however, pavement engineering is often blended together with geotechnical engineering at most geotechnical engineering firms. In reality, pavement engineering and geotechnical engineering are distinctly different sub-disciplines of civil engineering.

GMU has provided pavement engineering services since being established in 1967. Starting in 2005, GMU has employed dedicated pavement engineers to perform advanced pavement engineering. Today, GMU has a department specifically devoted to performing advanced pavement engineering and testing. Our pavement engineering service line currently includes:

- Performing non-destructive pavement evaluation testing, including in-house Falling Weight Deflectometer testing (FWD testing or “deflection” testing) and Ground-Penetrating Radar (GPR) testing for pavement evaluation projects.
- Preparing Pavement Management Plans (PMP) for cities and private community roadway networks, including pavement condition index (PCI) surveys conducted by OCTA-certified pavement inspectors (certifications provided in Appendix B).
- Pavement-materials laboratory testing in our in-house Caltrans-certified pavement and soils laboratory. Pavement laboratory tests performed by GMU include asphalt concrete mix designs for asphalt producers and quality control/quality assurance testing during construction (certifications provided in Appendix B).
- Preparation of pavement design and rehabilitation plans and specifications.
- Pavement bid solicitation and construction management advisory services.

The following page illustrates the bulk of pavement engineering and testing services we provide. We also develop civil plan sets and prepare project specifications (bid package), which is not considered in this graphic.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services



Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

PERSONNEL

Roger Schlierkamp, MSc, PE, Director of Pavement Engineering Primary Point of Contact and Project Manager

Mr. Roger Schlierkamp is the Director of Pavement Engineering at GMU. He is a registered Professional Engineer in the state of California and has over 11 years of experience in the field of pavement engineering, including pavement management plan development, pavement mix design development, pavement design/evaluation, and construction observation-and-testing services.



**Photo 1: Roger Schlierkamp,
MSc, PE, Director of
Pavement Engineering**

Roger's knowledge stems from his formal education and training in Pavement Engineering at the University of Nevada, Reno which is the host of the Western Regional Superpave Center (WRSC), a center established by the Federal Highway Administration (FHWA) to establish standards and promote the implementation of Superpave pavement technology.

He has applied his specialized background in pavement engineering over a wide range of projects and clients, including local agencies, private-sector clients, ports, airports, material producers, and contractors. During construction, Roger also manages and oversees the quality-assurance/quality-control aspect of pavement projects. His full-circle experience from pavement design/evaluation to construction allows him to develop practical and cost-effective solutions to real-world and complex pavement-related challenges.

Roger presents his knowledge and experience in workshop and classroom settings on topics related to pavement engineering and construction, including as a past instructor for "Construction Materials and Testing" at Santiago Canyon College. Additionally, as a participant of the Greenbook Committee, Roger has helped to shape pavement construction specifications and requirements utilized by numerous agencies and projects throughout southern California.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

Ali Zalghout, M.Sc., Pavement Engineer

Ali has over 4 years of experience in pavement materials research. His areas of expertise include pavement design, management, and evaluation, advanced characterization of asphalt concrete, asphalt sustainability, asphalt reclaiming and recycling, long-term pavement performance prediction, and fiber-reinforced asphalt mixtures. His current work includes performing pavement evaluations, developing cost-effective pavement repair recommendations, performing pavement materials mix designs, and performing observation services of pavement-focused construction projects. He is currently working on projects for a number of local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has published more than 10 journal articles and conference proceedings in the top pavement engineering journals and conferences.



**Photo 2: Ali Zalghout,
MSc, Pavement Engineer**

Michel El Sebaaly, M.Sc., E.I.T, Staff Pavement Engineer

Michel completed his Master of Science degree in the pavement engineering and science program at the University of Nevada, Reno in 2020. Prior to pursuing his Master of Science degree, he obtained his bachelor's degree in civil engineering from University of Balamand in Lebanon.

He has been involved in a wide variety of projects that are related to pavement designs, laboratory testing, data analysis, pavement rehabilitation and preservation. His current work includes supporting a wide-range of pavement engineering projects, including pavement evaluations, pavement field explorations, proposals preparation and cost estimates, and network-level pavement management plans. He is currently working on several projects including the City of Chino Hill's 190+ miles pavement management plan project, which will help cost-effectively optimize the City's roadway network.



**Photo 3: Michel El Sebaaly,
MSc, EIT, Staff Pavement
Engineer**

We will utilize the same key personnel identified in this organization chart for the duration of the contract for the services assigned to each individual. Any changes to key personnel during execution of the work will be discussed, justified, and approved by the City prior to performing the work.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

Additional background on our key pavement engineering staff for this proposed project is summarized on the following pages. Detailed resumes, qualifications, and project profiles is also provided in **Appendix A – Key Staff Resumes**.

PROJECT PROFILES AND REFERENCES

GMU has provided pavement engineering and design services for cities ranging from small to large. A select list of agencies GMU has provided pavement engineering services for **currently or within the last 5 years** include:

- Aliso Viejo
- Anaheim
- Chino Hills
- Dana Point
- El Monte
- Fountain Valley
- Garden Grove
- Huntington Beach
- Irvine
- Laguna Niguel
- La Canada
- La Habra
- Long Beach
- Mission Viejo
- Newport Beach
- Pasadena
- Rancho Santa Margarita
- San Clemente
- Santa Fe Springs
- San Juan Capistrano
- South Gate
- Whittier
- County of Orange
- County of Los Angeles
- Orange County Parks
- Numerous water agencies, including SMWD, TCWD, MNWD

Three client/project profiles and corresponding references are provided on the following pages. Additional references and/or project profiles are available upon request.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

City of Mission Viejo

Since 2016, GMU has provided pavement observation and testing services for City of Mission Viejo's annual residential and annual arterial paving projects.

The City's residential roadway network is divided into multiple zones. The City rotates through the zones each year and perform either slurry sealing (using rubberized slurry seal such as RPMS) or a patch and AC overlay repair, depending on the condition of the roadway. For arterial streets, which are scheduled based on condition and funding factors, the City typically performs localized patch repairs and constructs a rubberized asphalt concrete overlay.

For residential and arterial pavement projects, GMU's scope of work typically includes the following:

- During the design phase, GMU will provide feedback on the project's specifications in order to incorporate lessons-learned and challenges faced from the previous year's project.
- Review pavement-related project submittals.
- Attend pre-construction meeting.
- During construction, GMU will coordinate with the City Inspector and schedule GMU's Engineering Technician to perform field and/or plant observations and tests of pavement, soils, slurry seal, base, and concrete materials.
- At the completion of the project, GMU will prepare a quality assurance (QA) final report, summarizing our test results, observations, certifications, and more.

Summary of Project Information:

- Typical Project Budget: \$90,000 each year
- Typical Construction Schedule: July to November each year
- Contract Increase: None
- On-time: Yes

References:

Mr. Rich Schlesinger (PM for most residential paving projects)
City Engineer
949-470-3079 o
RSchlesinger@cityofmissionviejo.org

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

Mr. Randy VanCott
City Inspector (on both residential and arterial paving projects typically)
714-742-7100 c

Address: 200 Civic Center Drive, Mission Viejo, CA 92691



Photo 4: GMU performing observation and testing for Mission Viejo's 2020 Residential Paving project.

City of Aliso Viejo

Since 2009, GMU has provided pavement evaluation and construction observation & testing services to the City of Aliso Viejo.

GMU's recent relevant projects include:

- **Citywide (Zone 4, 5, and select "CIP" Streets) Pavement Evaluation Project (design):** GMU performed a limited pavement evaluation of the City's entire roadway network, including coring, laboratory testing, and development of conceptual pavement repair recommendations. The City is interested in identifying streets with and without an underlying aggregate base layer beneath the AC section and learning whether or not this impacts pavement performance. The conclusions, findings, and recommendations will help enhance pavement repair strategies for future public works projects for the City of Aliso Viejo.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

Summary of Project Information:

- Project Budget: \$49,000
 - Schedule: November 2020 to current
 - Contract Increase: None
 - On-time: Yes
-
- **Pacific Park from Aliso Viejo Parkway to Aliso Creek Road (construction):** GMU provided pavement observation and testing services for this project, including compaction and lab testing of aggregate base beneath reconstructed crosswalk pavers and fiber-reinforced asphalt rubberized overlay (ARHM) material. GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests.

Summary of Project Information:

- Project Budget: \$16,000
 - Schedule: November 2020 to December 2020
 - Contract Increase: None
 - On-time: Yes
-
- **Windsong, Cedarbrook, and Park Avenue Road (November – December 2020):** GMU provided pavement observation and testing services for this project, including compaction and lab testing of fiber-reinforced asphalt concrete (AC) material. GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests.

Summary of Project Information:

- Project Budget: \$11,000
- Schedule: November 2020 to December 2020
- Contract Increase: None
- On-time: Yes

References:

Mr. Quang Le
Associate Engineer
949-425-2531 o

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

QLe@avcity.org

Mr. Shaun Pelletier
City Engineer
949-425-2533 o
spelletier@cityofalisoviejo.com

Address: 12 Journey, Suite 100, Aliso Viejo, CA 92656



Photo 5: Coring location C-19 on Enterprise in Aliso Viejo. Pavement contains alligator cracking, depression, and potholes.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

City of Newport Beach

- **Bonita Canyon and Ford (design and construction):** GMU performed a pavement evaluation of Ford Road and Bonita Canyon Drive between Jamboree Road and SR-73 in the City of Newport Beach. An evaluation was performed to assess the existing condition of the roadway and to develop pavement repair recommendations to improve its condition. Information such as the pavements' current surface condition, coring data, deflection testing data, and laboratory testing results were evaluated and analyzed to develop pavement repair recommendations to meet a 20-year design life. Pavement repair recommendations consisted of performing isolated AC repairs at areas containing medium- and high-severity alligator cracking and a mill-and-overlay with asphalt rubberized hot mix (ARHM) material.

During construction, deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests.

Summary of Project Information:

- Project Budget: \$36,000 (design) and \$42,000 (construction)
- Schedule: March 2019 to August 2020
- Contract Increase: None
- On-time: Yes



Photo 6: Pavement deflection testing being performed at coring location C-2 within area of medium-severity alligator cracking on Ford Road.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

- **Cameo Highlands (construction):** GMU deployed field and plant technicians for this project and returned samples to our laboratory for various specification compliance tests. This project faced challenges with unstable subgrade conditions, and GMU provided support to evaluate the unstable conditions and assisted the City in identifying areas of instability for remedial measures.

Summary of Project Information:

- Project Budget: \$39,000 (construction)
- Schedule: April 2020 to November 2020
- Contract Increase: None
- On-time: Yes

References:

Mr. Andy Tran
Senior Civil Engineer
949-644-3315
Atran@newportbeachca.gov
100 Civic Center Drive, Newport Beach, CA 92660



Photo 7: Condition of the pavement within Cameo Highlands, Newport Beach, prior to improvement.

Mr. Matt Baumgardner, **CITY OF SAN FERNANDO**
Proposal to Provide On-Call Pavement Design Services

SCOPE OF WORK

Task 1 – Design and Preparation of Street Resurfacing Plans

Task 1.1 – Document Review, Pavement Surface Condition Assessment, and Dig Alert Coordination

- A document review of existing as-built drawings and previous geotechnical/pavement reports will be performed. The information gathered from this review will be considered in the analysis and development of pavement repair recommendations (i.e., existing pavement section thicknesses, date of last pavement improvement work, etc.).
- GMU will perform a pavement surface condition assessment to identify the type, extent, and severity levels of the pavement distresses in general accordance with ASTM D 6433.
- Pavement coring locations will be marked in coordination with the City, and DigAlert (Underground Service Alert) will be notified to assess potential conflict with known underground utilities prior to performing pavement corings.

Task 1.2 – Field Exploration

- GMU will obtain a no-fee encroachment permit from the City for the proposed field exploration.
- Six-inch-diameter pavement corings will be performed to a maximum depth of four (4) feet below the top of the existing asphalt surface using an electric-powered core drill. Sampling and digging below the AC section will be performed using hand tools. The thickness of the existing asphalt concrete (AC) and aggregate base (AB), where encountered, will be recorded. Other information, such as presence of McAdams base rock, aggregate base type, presence of petromat fabric, and groundwater table, will be recorded as well. A bulk sample of the subgrade soil will be collected and, at select locations, drive sample will be collected at the top approximate foot or so of the subgrade to gather in-place density and moisture information. Upon completion of the sampling, the core hole will be backfilled with soil cuttings or other suitable backfill materials and capped with asphalt concrete cold patch.
- Traffic control will consist of single lane closures, performed in accordance with the WATCH Manual.

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Task 1.3 – Laboratory Testing

Laboratory testing will be conducted in our AASHTO and Caltrans-certified laboratory on the samples collected from the field investigation program. Depending on the pavement conditions, laboratory tests may include:

- R-value;
- Sieve No. 200 wash for soil classification;
- Atterberg Limits for soil classification;
- Sulfate content;
- Expansion Index;
- Maximum density and optimum moisture content; and
- In-place moisture/density.

Task 1.4 – Deflection Testing and Analysis

GMU will perform non-destructive pavement deflection testing in accordance with California Test 356. Deflection testing involves applying an impact load (simulating truck traffic) and measuring the corresponding deflection response. Generally, lower deflection readings indicate a stronger pavement section whereas higher deflection measurements indicate weaker pavement section.

Benefits of deflection testing include:

- Allowing the in-place structural capacity to be determined and analyzed.
- Identification of potential weak areas that visual surface inspection cannot.
- Compared to pavement repair recommendations derived primarily from coring data and subgrade R-value tests, performing deflection testing and analysis of deflection data often allows more cost-effective pavement repair recommendations to be developed.

Each deflection test point will be geo-referenced using a sub-meter accuracy GPS system. The tests will be staggered between the lanes in both directions of travel to increase the coverage of each section. Moving closure traffic control (traffic control truck with arrow boards) following behind the deflection testing equipment will be utilized.

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Photo 8: GMU's falling-weight deflectometer (FWD) performing testing on Harbor Boulevard for City of Anaheim (moving-closure traffic control following, not in frame).

Task 1.5 – Pavement Engineering Analysis

Pavement engineering analysis will be performed in accordance with the Caltrans Highway Design Manual. Caltrans AC design methodology considers the relationship between the traffic index (TI), subgrade soil strength (through R-value testing), and the gravel factors of the various pavement layers, allowing us to estimate the required pavement thicknesses. We will utilize the TI provided by the City for the requested design life.

Caltrans pavement deflection analysis methodology considers the deflection testing's readings and compares it to "tolerable" deflections to assess structural adequacy. Variables such as the in-place AC pavement thickness and design traffic index are factored into the analysis to determine whether a street has an adequate structural capacity or not.

Task 1.6 – Identification of Isolated AC Repair Locations

Identifying localized AC repair areas can be very subjective. GMU Pavement Engineer will identify isolated AC repair locations, based on a combination of factors such as:

- Type and severity of the pavement surface distress type (i.e., medium- or high-severity load-related distresses such as alligator cracking or depressions).
- Deflection testing data (i.e., areas with exceedingly high deflection measurements).
- Coring data (i.e., areas with inadequately thick in-place pavement)
- Laboratory data (i.e., areas with high subgrade moisture content).

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The locations will be marked in on a plan and incorporated into the street improvement plans. Areas highly recommended for isolated AC repairs (i.e., “must do” areas) will be illustrated in red. Areas that are recommended for isolated AC repairs (i.e., “on-the-fence”) will be illustrated in orange. Ideally, all red and orange areas should be addressed with an isolated AC repair; however, we understand that often times, amount of isolated AC repairs will need to be prioritized and this approach allows flexibility for the design team to do so.

Task 1.7 – Pavement Evaluation and Repair Recommendations Report

One draft report and one final report will be prepared that summarizes our findings, conclusions, and recommendations. The final report will include:

- Site location map;
- Coring location map;
- Summary of information gathered from the document review;
- Select photographs of the pavement surface condition;
- A table summarizing coring locations and pavement coring information (asphalt concrete thickness, aggregate base thickness, subgrade soil type, etc.);
- Laboratory testing results;
- A pavement condition summary table along the roadway alignment;
- Falling Weight Deflectometer;
- Isolated AC pavement (AC patch) repair map, if part of the recommended pavement repair strategy;
- Conclusions regarding potential causes of pavement deterioration; and
- Pavement repair recommendations to achieve the requested design life.

GMU will typically provide two (2) pavement repair recommendations to provide options for the City. GMU possesses extensive experience in developing cost-effective pavement repair alternatives, including the following:

- Localized AC repairs (patches) followed by mill-and-overlay repair using conventional AC or rubberized AC pavement.
- Cold in-place (CIR) or cold central plant recycled (CCPR) asphalt concrete (AC) pavement.
- Cement stabilized pulverized base (CSPB) as part of the pavement structural section.
- Cement- or lime-stabilized soils (CSS or LSB) for subgrade stabilization and/or as part of the pavement structural section.
- Fiber-reinforced asphalt concrete (FRAC) to improve reflective cracking resistance and/or reduce required AC thickness.
- Rubberized hot-mix asphalt (RHMA or ARHM overlays).

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- Geogrid/geotextiles to reduce required aggregate base thickness or to stabilize subgrade conditions.

The procedures described in Tasks 1.1 through 1.7 and our experience in design and construction of these strategies allows us to recommend cost-effective alternative pavement repair strategies. The final report will be signed and stamped by a California registered Civil Engineer.

Task 1.8 – Street Resurfacing Plans

The pavement analysis and repair recommendations developed in Tasks 1.1 through 1.7 will be incorporated into Pavement Improvement Plans. Our plan sets generally will include the following content:

- **Title Sheet:**
 - Project title
 - Project location map showing the project limits
 - Public service agency contacts
 - DigAlert contact information
 - Sheets index
 - Legend
 - Project CIP number
- **Construction Notes and Index Map:**
 - Removal notes
 - Construction legend
 - Utility notes
 - Construction notes
- **Typical Sections:**
 - Details of the recommended pavement repair cross section
 - AC milling thickness
 - Interlayer details (if recommended)
 - Crack sealant details
 - AC overlay thickness
- **Pavement Improvement Plans:**
 - Limits of each repair type
 - Type of repair
 - Removal notes
 - Construction notes
 - Utility locations
 - Pavement markers and striping
 - Legend

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GMU will submit drafts to the City at various percent completion milestones (i.e., 50%, 75%, 90%, 100%). Comments and revisions provided by the City will be reviewed and incorporated.

Task 2 – Bid Preparation and Analysis

Task 2.1 – Bid Package

The work completed as part of Task 1 will be summarized and presented in the form of a bid package. The bid package (i.e., project specifications) provides a comprehensive description of objectives and requirements for the project, including general conditions, technician requirements, detailed quantities, repair methods, material types, compaction requirements, and more.

Comparing bids submitted by various contractors who used the same bid package allows an easy comparison to be made. The bid package also holds the contractors accountable as it becomes part of the contract documents.

The bid package may include the following information:

- Bid documents, including:
 - Project information and description;
 - Scope of work overview;
 - Required proposal forms;
 - Bid schedule (i.e., bid item list);
 - Instructions to bidders;
 - Project schedule requirements;
 - Bidder information and list of designated subcontractors;
 - Requested reference list;
 - Contractor's licensing statement; and
 - Agreement (provided by the City).
- General specification references:
- Technical provisions, including:
 - Resident notifications (if required);
 - Specific procedures for areas that may require isolated repairs (if any);
 - Construction material and process requirements, such as asphalt concrete, base, subgrade, etc.;
 - Pavement interlayer requirements and installation procedures (if specified);
 - Crack seal, slurry seal & conventional chip/cape seal (if specified);

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- Adjustment of storm drain, sewer, and water valve covers (if required); and
- Traffic control requirements.
- Project plans illustrating the proposed pavement improvements, existing conditions, and existing manhole/water valve locations, etc., as described in Task 1.8.

Task 2.2 – Bid Results Analysis

GMU will organize and tabulate the bids received from bidders, and will perform a detailed review of the submitted bids. Unit pricing from all contractors will be compared and analyzed. When warranted, GMU will reach out to contractors and request clarifications about a specific items that may stand out during review. GMU will also compare the received bids to a typical and historical project bids in the area. If specific line items are being priced at a higher rate than typical, GMU will investigate the increase and discuss it with both the City and contractor. Based on the contractor's qualifications, total & unit pricing, responsiveness, and overall bid submittal, GMU will advise the City in selecting a contractor.

Task 3 – RFI and Project Submittal Reviews

Task 3.1 – Request for Information (RFI)

Upon distributing the bids, GMU, in collaboration with the City, will respond to questions and clarifications requested by bidders. GMU will issue clarifications on the project scope, repair recommendation details, required materials specifications, and other questions that may arise. During construction, GMU will also respond to questions and clarifications requested by the winning contractor.

Task 3.2 – Project Submittals Review

GMU will request the material submittals from the winning contractor. GMU will ask the contractor to submit the required information for asphalt mixtures, concrete mixtures, cement, crack sealants, rubber, interlayer, and other materials specified by the project. GMU will perform a detailed review of the submittals and verify that the materials meet the specifications required by the City and mention in the Greenbook. In the event that some submittals do not satisfy the project specifications, GMU will provide review comments and request a re-submittal from the contractor.

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Task 4 – Construction Management Services and Field Inspection

At the start of the construction project, in collaboration with the City, GMU will schedule and lead a pre-construction or pre-pave meeting with the City and Contractor where topics such as scheduling, coordination, laboratory testing requirements, expectations, contact persons, and specifications are discussed collaboratively.

Pavement-related submittals, such as asphalt concrete or Portland cement concrete mix designs, are reviewed and recommended for approval or resubmittal.

GMU will deploy Caltrans-certified field engineering technicians to provide construction management advisory, quality assurance observation and testing services. In the field, technicians are performing compaction testing, as well as observations related to the materials being constructed (i.e., asphalt concrete temperatures, lift thicknesses, etc.). Our technicians will collect material samples, perform plant inspections (as needed), and verify the work performed and materials used satisfy the project's plans and specifications from a materials testing & observation standpoint. Daily inspection reports will be prepared that contain a summary of the day's activities, compaction test results, and additional notable observations or events.

The material collected in the field or plant is returned to GMU's County of Orange, Caltrans, AMRL, and AASHTO-certified laboratory. Laboratory testing will be performed to test the various construction materials for specification compliance purposes.

Typical laboratory tests performed during construction include the following.

- Asphalt binder content (% AC)
- Hveem Stability (S-Value)
- Gradation (after-burn or prior to mixing)
- Maximum-density and optimum moisture content (ASTM and Caltrans)
- Core density
- Concrete Compressive Strength
- Sand Equivalent
- Wet Track Abrasion Test
- Moisture content
- Emulsion content
- R-value

Task 5 – Project Documentation

Our project documentation procedures vary depending on the scope or type of project at hand. A summary outline is provided as follows to offer a high-level overview:

- Typically, the City will issue an RFP with specific project limits, goals, and objectives.
 - We will respond to the RFP with a written proposal and cost estimate.

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- Once an agreement is issued for the given project, GMU will prepare a project schedule and the deliverables expected for each milestone of the project schedule.
- At the start of a project, a kickoff meeting will be scheduled with the City to go over scope, project limits, goals, objectives, and schedule.
 - GMU prepares and sends a meeting agenda to the city.
 - As items are discussed and/or action items are being identified, GMU will take notes and send meeting minutes with action items after the meeting is completed.
 - Pending or incomplete items will be flagged to ensure they are ultimately followed through.
 - Additional meetings will be scheduled as the project progresses.
- For pavement design reports, a draft report will be issued to give the City an opportunity to review the recommendations. Final reports will be signed/stamped.
- For plan sets and specifications, GMU will submit drafts at various percent completion milestones (i.e., 50%, 75%, 90%, 100%).

Task 6 – Development of Short-Range and Long-Range CIP Development

GMU will assist the City in developing short-range and long-range CIP's that will consider a "holding pattern" approach for streets that are anticipated to require water/sewer line repairs, as well as available funding for short and longer range time periods. The CIP programs will be developed with the goal of preserving the existing pavement's condition at minimal cost by applying pavement preservation treatments, if appropriate (i.e., crack filling, slurry sealing), for streets that are anticipated to require water and sewer line repairs. Performing lower cost treatments for these streets will help buy time and allow water and sewer line repairs to be completed. Once the water and sewer line repairs are completed, then more robust pavement repair recommendations (i.e., overlay rehabilitation) may be recommended and scheduled, depending on the condition of the roadway and other factors (i.e., structural adequacy, reflective cracking design, etc.).

Some additional factors that will be considered include:

- The available funding amount will be considered to determine the extent of major rehabilitation (mill and overlay or re-construction) and preservation (patching, slurry seal, seal coat, etc.).
- Streets that are in "fair" or "poor" condition and in need of major utility repairs will potentially be recommended for preservation treatments (to preserve its condition until utility repairs are performed) or potentially "do nothing" if preservation treatments are determined to be ineffective (i.e., streets that are in very poor condition and a preservation treatment will not slow the rate of deterioration at this stage).

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- GMU will review the city's 2020 pavement management plan (PMP) and consider the streets, schedules, and type of repairs the city's current PMP report recommends. The network-level PMP recommendations may be optimized further through project-level evaluation (Tasks 1.1 through 1.7) to ultimately recommend the most cost-effective pavement repair recommendations and schedules.
- GMU provides pavement management plan (PMP) services and can help the city with long-range CIP planning. GMU provided this type of consulting recently for the cities of Aliso Viejo and Dana Point. For these projects, we advised the city on the specific streets to repair, estimated budgets for those repairs, and recommended years to perform these projects.

FIRM'S STRENGTH

GMU's strengths for providing the above presented services are summarized below:

- **In-House Comprehensive Pavement Engineering Department (Project Approach):** GMU's dedicated Pavement Engineering department is able to support the City through nearly all phases of a public works pavement project, from pavement management planning (network-level studies) to pavement evaluations (project-level and site-specific studies) to construction pavement-materials testing.

By providing comprehensive in-house pavement engineering services under one roof, we are able to provide our pavement engineering and testing services cost-effectively, as well as have the unique ability to view projects from different perspectives. We are cognizant that public works projects have budgets, and that designs need to be practical, implementable, and effective.

- **Caltrans-Certified Field Engineering Technicians and Laboratory:** GMU's Caltrans pavement- and materials-certified laboratory, located only 15 minutes away, is able to provide timely laboratory testing services for pavement design and construction observation and testing projects. Our field and plant Engineering Technicians have an average of 15 to 20 years of experience in performing field compaction testing, sampling, and inspections. We offer practical and local experience to support the City through complex construction projects.
- **Historical Ability to Control Costs and Provide Timely and Accurate Invoices:** GMU's pavement evaluation, design, and construction observation-and-testing projects have historically not exceeded the project budget and met project timelines. Our primary approach to project controls stems from our company-wide emphasis on proactive communication with the client.

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- **Client Satisfaction:** Nearly all GMU's projects come from repeat clients. GMU business strategy rely on performing an outstanding job that makes all clients come back for their future projects. Majority of Cities and HOAs GMU has provided services for trust our decisions to a point they request our services for future and upcoming projects. GMU has built a trust across a large network of clients that now act as a reference for GMU across California.

FEE SCHEDULE

GMU's 2021 standard schedule of charges is provided in Appendix C.

CITY CONTRACT

In reviewing the Professional Services Agreement, the defense and indemnity provisions are inconsistent with California Civil Code Section 2782.8 which addresses the liability of engineers for professional negligence. GMU will find the Agreement acceptable to us as long as the following is revised:

- Indemnification section is in general compliance with California Civil Code 2782.8.
- Section 2.4A is revised to read: "CONSULTANT shall perform all Work skillfully, competently, and consistent with that degree of care utilized by like professionals of CONSULTANT's profession;"

Appendix A

Key Staff Resumes



ROGER W. SCHLIERKAMP, M.Sc., P.E.

Director of Pavement Engineering

PROFESSION

Civil Engineer

REGISTRATION

Registered Civil Engineer C81529 –
State of California

EDUCATION

M.S. Civil Engineering
(Pavement/Materials Engineering)–
University of Nevada, Reno
B.S. Civil Engineering
University of Nevada, Reno

PROFESSIONAL EXPERIENCE

GMU Geotechnical, Inc.

(2014 – Present)

Director of Pavement Engineering
Rancho Santa Margarita, California

Twining, Inc.

(2011 – 2014)

Pavement Engineer
Long Beach, California

University of Nevada, Reno

(2009 – 2011)

Graduate Researcher, Pavement /
Materials
Reno, Nevada

PROFESSIONAL AFFILIATIONS

- California Asphalt Pavement Association (CalAPA)
- ASCE Orange County - Engineers without Borders
- American Society of Civil Engineer (ASCE)
- AGC
- American Public Works Association (APWA)
- Santiago Canyon College – Part Time Instruction (Construction Materials)

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Mr. Schlierkamp possesses over 11 years of experience in pavement engineering and construction projects, such as pavement evaluation/design, pavement condition index studies, construction observation/testing, specification development, and mix design development. His experience includes working with local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has also served as a Quality Control/Quality Assurance Manager. His engineering experience includes performing pavement evaluations, developing cost-effective pavement repair recommendations, performing pavement mix designs, and managing testing/observation services of pavement-focused construction projects. Mr. Schlierkamp's experience as a Quality Control Manager provides him a thorough understanding of various pavement construction specifications. His proficiency in both pavement design and construction allows him to support his clients in achieving quality and cost-effective pavement solutions. Mr. Schlierkamp's experience in pavement design and construction includes:

- Pavement engineering evaluation, structural analysis, design expert
- Pavement condition index assessments
- Non-destructive testing, including deflection testing & ground-penetrating radar (GPR) testing
- Pavement smoothness testing
- Pavement mix designs, including hot-mix asphalt (HMA), rubberized hot-mix asphalt (RHMA), warm-mix asphalt (WMA) following Marshall, Hveem, and Superpave design methods, soil-stabilization, and cold recycled asphalt
- Pavement preservation strategies, including fog seals, slurry seals, scrub seals, micro-surfacing seals, and chip seals
- Pavement rehabilitation strategies, such as rubberized pavement overlays, cold recycling, full-depth reclamation, cement/lime base, and subgrade stabilization
- In-depth knowledge of various pavement construction specifications, including Caltrans, Greenbook, Airport, and Ports.
- Quality control / assurance laboratory testing expertise, including Hveem Stability, Hamburg Wheel Track, Moisture Susceptibility, Maximum Density, Wet Track Abrasion, and more.

Select Pavement Evaluation and Design Projects – Local Municipalities and Agencies

- **City of Lake Forest – Glenn Ranch Road, January 2021:** Pavement evaluation and design, including deflection testing analysis, coring, lab testing.
- **City of Aliso Viejo – 2020 Pavement Evaluation Project, December 2020 to January 2021:** Performed pavement corings throughout the City to identify pavement structural section information to address concerns regarding lack of aggregate base, perform laboratory testing, and develop conceptual pavement repair recommendations.
- **City of Newport Beach – East Coast Highway (MacArthur Boulevard to Newport Coast Drive), November 2020 to January 2021:** Pavement evaluation, including falling weight deflectometer (FWD or deflection) testing to evaluate the roadway's current structural capacity and ground-penetrating radar (GPR) testing to evaluate location of underlying PCC pavement.
- **City of Long Beach – Market Street (LA River to Cherry Avenue), December 2020:** Evaluated PCC and AC pavement, developed PCC and AC pavement rehabilitation recommendations.
- **City of Whittier – Colima Road Rehabilitation (Lambert Road to Mar Vista Street), December 2020:** Pavement evaluation and develop pavement reconstruction recommendations to achieve 20-year design life.
- **Orange County Parks – Carbon Canyon Regional Park and Strands Beach Park Parking Lots, January 2021:** Pavement evaluation and design.
- **City of Torrance, Plaza Del Amo at Western Mobility Enhancement Project, April 2019:** Performed pavement evaluation / design of existing roadway as well as widened roadway.
- **City of Dana Point, FY 18-19 Pavement Maintenance/Repair Project, Winter 2018-May 2019:** Performed pavement surface condition assessments of various streets throughout City of Dana Point, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.
- **City of Newport Beach, Bonita Canyon Drive and Ford Road, March 2019 – June 2019:** Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations.
- **City of Newport Beach, Bison Avenue, San Joaquin Hills Road, San Nicolas, November 2018-May 2019:** Performed pavement evaluation consisting of pavement surface condition assessments, corings, deflection testing, lab testing, analysis, and development of pavement rehabilitation recommendations.
- **City of Torrance, Crenshaw Boulevard Rehabilitation Project, April 2019:** Performed pavement evaluation to develop pavement rehabilitation repair recommendations.
- **City of Lake Forest, 2015 to Present:** Performed pavement evaluation for various pavement CIP projects, including Portola Parkway, Dimension Drive, Civic Center Drive, etc.
- **City of Irvine, Jamboree Road (Michelle Drive to RR Tracks) Pavement Evaluation Project, November 2018:** Performed pavement evaluation consisting of deflection testing,

corings, surface condition assessment, laboratory testing, analysis, and development of pavement rehabilitation repair recommendations.

- **City of Santa Fe Springs, Santa Fe Springs and Painter Avenue Pavement Reconstruction Project, October 2018:** Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair.
- **City of Aliso Viejo, Glenwood Terrace Neighborhood Pavement Evaluation Project, January 2018:** Performed pavement evaluation to develop rehabilitation repair recommendations for the residential neighborhood of Glenwood Terrace.
- **City of Santa Fe Springs, "South Residential 1" Pavement Evaluation Project, October 2017:** Performed pavement evaluation and developed pavement reconstruction repair recommendations, including full-depth reconstruction repair. Provided observation and testing services during construction phase (April 2019).
- **City of San Juan Capistrano 2017 Pavement Evaluation Project, April 2017:** AC pavement evaluation of different streets throughout the City of San Juan Capistrano.
- **City of San Juan Capistrano, Camino Capistrano, March 2017:** AC pavement evaluation and rehabilitation design.
- **City of Stanton Sunshine Village Tract, Concrete Alley, and Cerritos Avenue, February 2017:** AC and PCC pavement evaluation of neighborhood streets and alleys.
- **Trabuco Canyon Water District, 2018 Aliso Creek Trail Pavement Repair Project**
- **Trabuco Canyon Water District, 2018 Mayfair and Raintree Pavement Repair Project**
- **Trabuco Canyon Water District Waste Water Treatment Plant Access Road Pavement Evaluation, April 2017:** Pavement reconstruction design.
- **Los Patrones Parkway, 2015 to Present:** Pavement design of new alignment of Los Patrones Parkway using cement-treated soil.
- **San Gabriel Trench Pavement Value Engineering, Alameda Corridor East Construction Authority, California, August 2016:** Developed alternative pavement recommendations using in-place materials.
- **Ocean Boulevard and Poppy Avenue, Newport Beach, California, June 2016:** PCC and AC pavement evaluation and reconstruction design.
- **Crown Valley Parkway, Laguna Niguel, California, April 2016.** AC pavement evaluation and rehabilitation design.
- **Alicia Parkway Slurry Seal Investigation, Laguna Niguel, California, 2014:** Slurry seal evaluation.
- **Irvine Avenue, Newport Beach, California, November 2014:** AC pavement evaluation and rehabilitation design.
- **Pavement Reflective Cracking Investigation Project, Mission Viejo, California, August 2015.**
- **MacArthur Boulevard Rehabilitation, Newport Beach, California, September 2015:** AC pavement evaluation and rehabilitation design.
- **Palm Avenue Grade Separation Project, San Bernardino, California, July 2015:** Pavement surface distress evaluation.
- **Various Streets and Parking Lots, San Juan Capistrano, California, July 2015:** AC pavement evaluation and reconstruction design of 7 sites.

- **Metro Blue Line Artesia Park N Ride Parking Lot, Compton, California, October 2013:** AC pavement evaluation and repair recommendations for recently constructed bus parking lot.
- **Cherry Avenue and Myrtle Street, Long Beach, California, 2013:** AC pavement evaluation and reconstruction design.
- **San Antonio Street, Long Beach, California, 2013:** PCC pavement evaluation reconstruction design.
- **190th Street, Torrance, California, 2013:** AC pavement evaluation and rehabilitation design.
- **Pickett Avenue, Garden Grove, California, 2012:** AC pavement evaluation and reconstruction design.
- **Alondra Boulevard, Norwalk, California, 2011:** AC pavement evaluation and rehabilitation design.

Select Quality Assurance Testing and Observation Projects

- **City of Dana Point - FY 19-20 Annual Roadway Resurfacing Project, Winter 2020:** Pavement construction observation and testing services, including submittal reviews and engineering support during construction.
- **City of Buena Park – FY 20-21 Annual Roadway Resurfacing Project, November 2020:** Rubberized Emulsion Aggregate Slurry (REAS) slurry seal observation and testing.
- **City of Aliso Viejo – Windsong, Carbrook, and Park Avenue, December 2020-January 2021:** Project involved use of fiber-reinforced AC mixture.
- **City of Aliso Viejo – Pacific Park Drive, November-December 2020:** Quality assurance manager. Project involved use of fiber-reinforced rubberized AC mixture.
- **City of Rancho Santa Margarita – FY 20-21 Annual Residential Slurry Seal, November 2020:** Periodic observation and testing services of crack repairs and rubberized polymer-modified slurry (RPMS) seal.
- **City of Mission Viejo – 2020 Residential Slurry Seal and Paving Projects, July-November 2020.** Periodic observation and testing services of crack repairs, AC patches, AC overlay, and rubberized polymer-modified slurry (RPMS) seal.
- **City of Mission Viejo – Alicia, Jeronimo, and Marguerite Rehab (CIP 20837), September-October 2020:** Localized AC repairs & ARHM overlay rehabilitation of arterial streets.
- **City of Mission Viejo - FY 2019 Residential Slurry Seal Project (CIP 20838), August-October 2019:** Quality assurance manager for pavement-related materials, including localized AC repairs and Type I rubberized polymer modified slurry seal.
- **City of Mission Viejo - Felipe Road and Olympiad Road Pavement Rehabilitation Project (CIP 19837), June-July 2018:** Localized AC repairs and ARHM overlay quality assurance observation & testing.
- **City of Chino Hills - 2018-19 Slurry Seal Project, June-July 2019:** Type I emulsion aggregate slurry seal (EAS) quality assurance observation & testing.
- **City of Rancho Santa Margarita - Las Flores Slurry Seal Project, June 2019:** Type II emulsion aggregate slurry seal (EAS) quality assurance observation & testing.
- **City of Buena Park - 2018-19 Residential Slurry Seal Project, June, 2019:** Type I Rubberized Emulsion Aggregate Slurry (REAS) quality assurance observation & testing.

- **City of Newport Beach, MacArthur Boulevard & University Pavement Rehabilitation Project, April-October 2019.**
- **City of Dana Point, FY 2018-19 Pavement Maintenance & Repair Project, April 2019.**
- **City of San Juan Capistrano, Del Obispo & Ortega Parking Lot Project, May-June 2019.**
- **City of Rancho Santa Margarita, FY 2018-19 Slurry Seal Project, January 2019.**
- **City of Mission Viejo, On-Call Encroachment Permit Inspection Projects, 2017 to Present: As-needed, various EP projects.**
- **City of Newport Beach, Marguerite Avenue and Hospital Road Pavement Rehabilitation Project, November 2018.**
- **City of Mission Viejo, FY 2018 Residential Slurry Seal and Overlay Project, October 2018.**
- **City of Aliso Viejo, Aliso Creek Road Pavement Rehabilitation Project, October 2018.**
- **City of Laguna Niguel, FY 2017-18 Arterial Pavement Rehabilitation Project, September 2018.**
- **City of Mission Viejo, Trabuco Road and Marguerite Parkway Pavement Rehabilitation Project, June 2018: Performed quality assurance observation/testing services to comply with Federally-funded project requirements.**
- **City of Mission Viejo, FY 2017 Residential Slurry Seal and Overlay Project, October 2017.**
- **Los Patrones Parkway (New Alignment), Rancho Mission Viejo, August 2017-October 2019.**
- **City of Rancho Santa Margarita, FY 2017-18 Slurry Seal Project, June 2018.**
- **2017 ARAM and ARHM Overlay, Laguna Niguel, California, November 2016.**
- **Aliso Viejo Parkway Pavement Rehabilitation Project, Aliso Viejo, California, July 2017.**
- **2016 AC Repairs Project, Laguna Niguel, California, November 2016.**
- **Pacific Park Pavement Rehabilitation, Aliso Viejo, California, November 2016.**
- **Del Obispo Pavement Rehabilitation, Dana Point, California, October 2016.**
- **Chino Hills Parkway Pavement Repairs, Chino Hills, California October 2016.**
- **Susana Road Pavement Reconstruction, County of Los Angeles, Compton, California, October 2016: Cement-treated base testing/observation.**
- **2016 Various Locations Pavement Repairs Project, San Juan Capistrano, California, October 2016: AC, AB, subgrade, geogrid, cement-treated materials.**
- **Irvine Avenue Rehabilitation, Newport Beach, California, Fall/Winter 2016-17: AC, base, subgrade, concrete materials.**
- **2016 Residential AC Repairs and Slurry Seal Projects, Mission Viejo, California, September 2016: AC, base, subgrade, slurry seal, tack, and pavement interlayer materials testing/observation.**
- **Califia Neighborhood, Santa Margarita Water District, Mission Viejo, California, Summer 2016: AC trench paving.**
- **Annual Residential Slurry Seal, Newport Beach, California, Summer 2015.**
- **Palmia Neighborhood, Santa Margarita Water District, Mission Viejo, California, Summer 2016: AC trench paving.**
- **Saint Christopher Neighborhood, Laguna Niguel, California, August 2015.**
- **2015-16 Annual Overlay, Rancho Santa Margarita, California, July 2016.**

- **Los Serranos Infrastructure Improvements, Chino Hills, California, April 2016.**
- **Peyton Widening, Chino Hills, California, February 2016.**
- **Reagan and Peterson Park Parking Lot Rehabilitation, Diamond Bar, California, October 2015.**
- **Del Prado Phase 2A, Dana Point, California, August, 2015.**
- **2014/15 Annual Overlay, Dana Point, California, April 2015.**
- **2014/15 Annual Residential Overlay and Slurry Seal Projects, Rancho Santa Margarita, California, Summer 2015.**
- **Trabuco/Monroe Intersection Improvements, Irvine, California, February 2015:** Federally-funded project, observation/testing of pavement materials.
- **Antonio Parkway Pavement Rehabilitation, Rancho Santa Margarita, Rancho Santa Margarita, California, July 2014:** Observation/testing of pavement materials.
- **Canwood Street Phase I Pavement Recycling, Agoura Hills, California 2013:** Cold recycled AC materials observation/testing.
- **Main Street, Garfield Avenue, and Springdale Street Pavement Rehabilitation, Huntington Beach, California, 2013.**
- **Escalona Road Pavement Rehabilitation, La Mirada, California, 2012.**
- **Willow Street Rehabilitation, Long Beach, California, 2011.**
- **Wilcox Avenue Pavement Rehabilitation, Cudahy, California, 2011.**

Select Private Street/Parking Lot Pavement Engineering and Evaluations

- **3075 & 3151 Imperial Highway, Brea, California, July 2020:** Pavement evaluation and repair recommendations to meet 10- and 20-year design lives, including full-depth reclamation with cement treatment.
- **Tapatio Foods – Parking Lot Evaluation, July 2020:** Evaluation of recently repaved parking lot, including coring and laboratory compaction testing.
- **Irvine Company Office Properties (ICOP), Parking Lot Maintenance and Repair Projects, 2018 to Present:** Performing pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services for 15+ parking lots maintained by ICOP for FY 2018-19 and FY 20 projects.
- **Crystal Cove, Irvine Company, Newport Coast, Newport Beach, California, 2016-2018.**
- **UCI Lot 36 Bus Parking Lot, Irvine, California, October 2016.**
- **UCI California Avenue Parking Lot Study, Irvine, California, March 2016.**
- **Alcoa Parking Lot Pavement Evaluation, Alcoa Fastening Systems, Industry, California, February 2015.**
- **Covey Project, AC Cap Pavement Evaluation, Buena Park, California, January 2016.**
- **Edwards Life Sciences Parking Lot, Irvine, California, January 2016.**
- **Class I Bike Trail, Rancho Mission Viejo, Orange County, California, 2015.**
- **Pepperdine University Pavement Evaluation, Malibu, California, 2013.**
- **Koll Center Newport Parking Lots, CBRE, Newport Beach, California, 2013.**

Select Pavement Mix Designs

- **Dove Canyon Homeowners Association – 2020 Pavement Rehabilitation Project:** Developed cement-treatment mix design consisting of existing asphalt concrete, aggregate base, and subgrade materials.
- **Cement Stabilized Pulverized Base Mix Design Development, Leffingwell Road Street Rehabilitation Project, City of La Mirada:** Developed cement-treatment mix design consisting of existing asphalt concrete, aggregate base, and subgrade materials to satisfy Greenbook CSPB mix design requirements.
- **Cement Stabilized Pulverized Base Mix Design Development, Painter Avenue and Santa Fe Springs Road Pavement Reconstruction Projects, City of Santa Fe Springs:** Developed two cement-treatment mix designs consisting of existing subgrade materials to satisfy Greenbook CSPB mix design requirements.
- **Cement Stabilized Pulverized Base Mix Design Development, “Residential 1” Pavement Reconstruction Projects, City of Santa Fe Springs:** Developed two cement-treatment mix designs consisting of existing subgrade materials to satisfy Greenbook CSPB mix design requirements.
- **2018 Greenbook (2018 spec) All American Asphalt, Corona, California, December 2016:** Developed AC Hveem mix designs for ½” and ¾” mixtures.
- **2016 Greenbook (2015 spec) All American Asphalt, Corona, California, December 2016.**
- **Runway 6R-24L Extension Project, Soil-Cement Mix Design, LAX, February 2016.**
- **Runway 7L-25R Safety Area Improvements, Soil-Cement Mix Design, LAX October 2016.**
- **Plum Canyon Road Soil-Cement Mix Design, Santa Clarita, California, August 2016.**
- **2014 Greenbook (2012 spec) All American Asphalt, Corona, California, December 2014.**
- **Soil-Cement Mix Design for Corporate Yard Facility, Buena Park, California December 2014.**
- **Cold Recycled Asphalt Concrete and Soil-Cement Mix Designs, County of Los Angeles, California, 2011-2014.**
- **Thermal Club Racetrack Marshall Mix Design, Skanska, La Quinta, California, 2013.**
- **As-Needed Mix Designs, Granite Construction Company, Santa Barbara and Bakersfield, California, 2011-2013.**
- **Greenbook Mix Designs, All American Asphalt, San Fernando, California, 2012.**
- **Caltrans Route 405 RHMA Superpave Mix Design, Torrance, California, 2012.**
- **As-Needed Mix Designs, Griffith Company, Bakersfield, California, 2014.**
- **Pickett Avenue, Garden Grove, California, 2012.**

Select Quality Control Testing/Observation Projects

- **Route 5, CT 12-0F96C4 Widening, Flatiron Corporation, 2015-2016.**
- **Route 405 Sepulveda Pass Widening, Kiewit Construction, Los Angeles, California, 2012-2013.**
- **Route 5 CT 07-121844 and 07-21594, Security Paving, Los Angeles, California, 2014.**

- **Route 710 CT 07-202144, Shimmick Construction, Long Beach, California, 2014.**
- **Route 65 CT 06-0E0604, Granite Construction, Bakersfield, California, 2011.**
- **Route 405 CT 07-3Y9404, All American Asphalt, Torrance, California, 2012.**

Select Airport and Port Pavement Projects

- **Los Angeles World Airports, LAWA Utilities & LAMP Enabling Projects, 2017 to Present:** Providing pavement evaluation and repair recommendations for various parking lots.
- **Runway 6R-24L Extension Project, LAX, February 2016.**
- **Runway 7L-25R Safety Area Improvements, LAX, October 2016.**
- **Port of Long Beach Pier E Wharf Phase 1 Stage 2, Long Beach, California, 2014.**
- **Taxilane J Improvements, Long Beach Airport, Long Beach, California, 2014.**
- **Naval Air Weapons Station Runway 14/32, Hal Hays Construction, China Lake, California, 2013.**

Select Pavement/Geotechnical Projects

- **Phase 1 Trail Improvements, Southern California Edison Corridor, Buena Park, October 2016:** Decomposed granite path recommendations for vehicular loads, concrete flatwork, and concrete pavement design.
- **UCI Lot 36 Bus Yard, Irvine, California, October 2016:** Evaluation of existing parking lot for use as bus parking lot area, retaining wall geotechnical design, pole foundation geotechnical design, and concrete flatwork.
- **Jamboree and Main Intersection Widening, Irvine, California, February 2016:** Design of new pavements for widening and retaining wall geotechnical design.
- **Cerritos Avenue Sidewalk Gap Closure, Anaheim, California, July 2016:** Pavement design, concrete flatwork design, and free-standing wall geotechnical design recommendations.

Select Homeowner Association Pavement Projects

- **Kite Hill Homeowners Association - Community Center Parking Lot, January 2021:** Evaluation and repair recommendations of recent parking lot overlay paving.
- **Whisler Ridge Homeowners Association – 2020 Pavement Evaluation, November 2020:** Performed evaluation to assess condition of the roadway given its age.
- **Dove Canyon Homeowners Association – 2020 Pavement Rehabilitation Project:** Performed pavement evaluation/design, prepared plans/specs, performed construction management advisory, and managed materials testing/observation during construction. The repair recommendation implemented on this project saved approximately 40% (~\$400k) in construction costs.
- **Groves at Orchard Hills Homeowners Association – 2019 sealcoat project: Prepared plan/specs.**
- **Northridge Country Community Association – 2019 Pavement Reconstruction Project, July-October 2019:** Prepared plans, specs, and estimates for pavement full-depth reclamation with cement treatment reconstruction for the 2019 phase of work.

- **Columbus Grove HOA, Tustin/Irvine, August-September 2019:** Evaluation of pavement seal coat distresses on recently applied seal coating and developing pavement repair recommendations.
- **Rancho Capistrano HOA, July-September 2019:** Pavement management plan study of all streets within HOA.
- **Newport Coast Community Association - 2019 Coastal Canyon Parking Lot Improvement Projects, 2019:** Performed pavement evaluation and prepared plans, specs, and estimates to improve various parking lots managed by Newport Coast Community Association.
- **San Joaquin Hills HOA, FY 2019 Pavement Maintenance and Repair Project.**
- **Ladera Ranch Maintenance Corporation (LARMAC), Orange County, CA 2017 to Present:** Providing as-needed pavement engineering and construction support services for streets & parking lots maintained by LARMAC.
- **Bay Harbour HOA, 2016 Pavement Rehabilitation Project and 2018 Pavement Reserve Budget Advisory Services, Long Beach, California.**
- **Crystal Cove HOA Pavement Rehabilitation Project, Newport Coast, California, December 2016 to Present:** Providing pavement maintenance/repair budget advisory, maintenance/repair design, and construction support services for each year's pavement project.
- **2017 Pelican Hill HOA Pavement Rehabilitation Project, Newport Coast, California, January 2017 to Present:** Providing pavement maintenance/repair budget advisory, maintenance/repair design, and construction support services for each year's pavement project.
- **2017 Casta Del Sol HOA Pavement Rehabilitation Project, Mission Viejo, California, July 2017 to Present.**
- **2017 Pacifica HOA Pavement Rehabilitation Project, San Clemente, California, Summer 2016.**
- **Ritz Cove HOA Vehicular Paver Design and Construction Monitoring, Dana Point, California, July 2015.**
- **2014 Niguel Shores HOA Seal Coating Project, Dana Point, California, 2014.**
- **2015-16 Pavement Rehabilitation Project, Montego HOA, Rancho San Clemente, California, Summer 2016.**
- **2016 Pavement Rehabilitation Project, Bay Harbour HOA, Long Beach, California, Summer 2016.**
- **2016 Pavement Reconstruction Project, Northridge County Community Association (Porter Ranch), Northridge, California, April 2016.**

Select Pavement Management Plan (PMP) Projects

- **City of Chino Hills – 2021 Citywide Pavement Management Plan Updates, January 2021 to Present:** Helping the City re-establish an up-to-date pavement management system since their last update in 2005. Performing pavement condition index (PCI) assessment of all city-maintained streets consisting of a total of approximately 193 centerline miles of streets.
- **City of Laguna Niguel - 2020, 2022, and 2024 Citywide Pavement Management Plan Updates, 2020 to Present:** Pavement condition index (PCI) assessment of all city-maintained streets consisting of a total of approximately 141.5 centerline miles of streets

and budget scenario analysis to help optimize the City's pavement maintenance and rehabilitation schedule and budget (approximately \$2M per year typically).

- **Crystal Cove Community Association – 2016 to Present:** Established a pavement management inventory in 2016 and performing yearly pavement management plan updates since to help the community cost-effectively maintain and optimize their roadway network condition.
- **Groves at Orchard Hills Homeowners Association – 2019 to Present:** Established a pavement management inventory in 2019 and performing pavement management plan updates.
- **Casta Del Sol Community Association – 2017 to Present:** Established a pavement management system in 2017 for approximately 22 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$800k to \$1.2M per year. Performing periodic reviews and updates to the community's pavement management plan each year.
- **Lake Forest II Master HOA – 2020 to Present:** Established a pavement management system in 2020 for approximately 12 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$1.0M per year. Performing periodic reviews and updates of the community's pavement management plan each year.
- **Emerald Bay Community Association – 2019 to Present:** Established a pavement management system in 2019 for approximately 6 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$300k per year. Performing periodic reviews and updates of the community's pavement management plan each year.
- **Ocean Ranch HOA – 2014 to Present:** Established a pavement management system in 2014 for approximately 5 centerline miles of streets managed by the HOA with a yearly street improvement budget of approximately \$600k per year. Performing periodic reviews and updates of the community's pavement management plan each year.

Litigation and Expert Witness Testimony Projects

- Can be provided on an as-requested basis due to the nature of these types of projects.

ALI A. ZALGHOUT, M.Sc.

Pavement Engineer – OCTA Certified Pavement Inspector

PROFESSION

Civil Engineer

EDUCATION

M.S. Civil Engineering

(Pavement/Materials Engineering)–
Arizona State University, Tempe

B.E. Civil Engineering

American University of Beirut,
Beirut, Lebanon

PROFESSIONAL EXPERIENCE

GMU Geotechnical, Inc.

(April 2021 – Present)

Senior Staff Pavement Engineer

Rancho Santa Margarita, California

GMU Geotechnical, Inc.

(August 2019 – April 2021)

Staff Pavement Engineer

Rancho Santa Margarita, California

Arizona State University

(2017 – 2019)

Graduate Researcher, Pavement /
Materials

Tempe, Arizona

ACADEMIC AWARDS

- International Road Federation (IRF) Fellowship
- Ira Fulton Schools of Engineering Graduate Fellowship
- Holcim Award for best final year project, American University of Beirut

PROFESSIONAL AFFILIATIONS

- International Road Federation (IRF)
- Academy of Pavement Science and Engineering (APSE)
- American Society of Civil Engineers (ASCE)

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Mr. Zalghout possesses over 3 years of experience in pavement engineering and materials. His areas of expertise include pavement design, management, evaluation, advanced characterization of asphalt concrete, asphalt sustainability, asphalt reclaiming and recycling, long-term pavement performance prediction, and fiber-reinforced asphalt mixtures. His current work includes performing pavement evaluations / designs, developing cost-effective pavement repair recommendations, performing pavement mix designs, and performing observation services of pavement-focused construction projects. He is currently working on projects for a number of local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers. He has published more than 10 journal articles and conference proceedings in the top pavement engineering journals and conferences.

Mr. Zalghout's experience in pavement design and construction includes:

- Pavement Management Plans (PMP) for local Cities and HOAs.
- Budget analysis and Maintenance and Rehabilitation (M&R) planning using PAVER.
- Developing Plans, Specifications, and Engineering Estimates (PS&E) for pavement related projects.
- Field Data Collection using Manual and Semi-Automated surveys.
- Pavement Condition Index (PCI) calculations and analysis.
- Falling Weight Deflectometer (FWD) testing and analysis.
- SuperPave and Marshall Asphalt Mix designs.
- Pavement Design using Caltrans, AASHTO 1993 and Pavement ME methods.
- Slurry Seal observation and testing.
- Parking lot Pavement Rehabilitation.
- Advanced Material Characterization and Laboratory Testing: Dynamic Modulus, Flow Number, Tensile Strength Ratio, Uniaxial Fatigue, and C* Fracture Test.
- Asphalt Binder Testing: Rolling Thin Film Oven (RTFO), Pressure Aging Vessel (PAV), Multiple Stress Creep and Recovery (MSCR), Complex Shear Modulus, and Bending Beam Rheometer (BBR).

Select Pavement Management Projects

- **City of Chino Hills Pavement Management Plan Update (Ongoing)**
Performing pavement distress surveys, collecting distress data, performing PAVER analysis, and recommending Maintenance and Rehabilitation (M&R) strategies.
- **Canyon Lake Property Owners Association, Pavement Management Plan Development (July 2020)**
Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies.
- **City of Laguna Niguel Pavement Management Plan Update (May 2020)**
Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies. Worked the Pavement Management Plan (PMP) report that was submitted to the Orange County Transportation Authority (OCTA) to keep the City eligible for Measure M2 funding.
- **Casta Del Sol Pavement Management Plan (March 2020)** _
Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies.
- **FY21 OC Campus Office Parking (February 2020)**
Performed network-level pavement study to plan ICOP reserve funding.
- **Groves at Orchard Hills HOA Pavement Management Plan (February 2020)**
Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies.

Select Pavement Evaluation and Design Projects

- **City of Newport Beach - East Coast Highway (November 2020)**
Performed pavement evaluation consisting of deflection testing, corings, surface condition assessment, laboratory testing, analysis, Ground Penetrating Radar (GPR), and development of pavement rehabilitation repair recommendations.
- **Groves at Orchard Hills HOA Year 1 Sealcoat Project (September 2020)**
Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.
- **Dove Canyon HOA Pavement Improvement Project (July 2020)**
Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.
- **Technology Drive Plaza I, ICOP Irvine Company Office Properties Pavement Assessment (June 2020)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Technology Drive Plaza II, ICOP Irvine Company Office Properties Pavement Assessment (June 2020)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

- **Las Playas Pavement Engineering Services (June 2020)**
Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications.
- **Newport Coast Community Gates Pavement Improvement Project (April 2020)**
Performed pavement surface condition assessments, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction.
- **2 Ada Irvine ICOP Irvine Company Office Properties Pavement Assessment (April 2020)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Oak Canyon Irvine ICOP Irvine Company Office Properties Pavement Assessment (April 2020)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Alton/Technology Irvine ICOP Irvine Company Office Properties Pavement Assessment (April 2020)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Julian Estates Pavement Evaluation (April 2020)**
Performed pavement surface condition assessments of various streets throughout the community, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications.
- **Village of Sendero Pavement Evaluation (December 2019)**
Performed pavement surface condition assessments of various streets throughout the community, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications.
- **2 & 4 Technology, Irvine ICOP Irvine Company Office Properties Pavement Assessment (November 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Barranca I Irvine ICOP Irvine Company Office Properties Pavement Assessment (November 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Barranca II Irvine ICOP Irvine Company Office Properties Pavement Assessment (November 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **San Joaquin Hills Homeowners Association (October 2019)**
Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

- **Sand Canyon Business Center Irvine ICOP Irvine Company Office Properties Pavement Assessment (October 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **5 & 9 Pasteur, Irvine ICOP Irvine Company Office Properties Pavement Assessment (September 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Discovery Business Park V+VI, Irvine ICOP Irvine Company Office Properties Pavement Assessment (September 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Discovery Business Park VII ICOP Irvine Company Office Properties Pavement Assessment (September 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Discovery Business Park VIII+IX ICOP Irvine Company Office Properties Pavement Assessment (September 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.
- **Discovery Business Park X+XII ICOP Irvine Company Office Properties Pavement Assessment (September 2019)**
Performed pavement evaluation, bid document preparation, bid solicitation, construction management advisory, and construction observation/testing services.

Select Quality Assurance Testing and Observation Projects

- **Newport Coast Community Gates Observation and Testing (October 2020)**
Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.
- **Sand Canyon Business Center Irvine ICOP Irvine Company Office Properties Pavement Assessment (June 2020)**
Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.
- **San Joaquin Hills Homeowners Association (June 2020)**
Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.
- **2, 4, 16, & 18 Technology Irvine ICOP Irvine Company Office Properties Pavement Assessment (June 2020)**
Performed Quality Control \ Quality Assurance (QC\QA) on pavement construction, tracked quantities, addressed change of orders, and prepared QA report.
- **City of Dana Point Roadway Resurfacing Project (March 2020)**
Performed quality assurance for pavement-related materials, including localized AC repairs and slurry seal.
- **City of Rancho Santa Margarita FY 19-20 Annual Residential Slurry Seal Project (March 2020)**
Performed quality assurance for pavement-related materials, including localized AC repairs and slurry seal.

- **City of Mission Viejo, FY 2019 Residential Slurry Seal Project-CIP 20838 (September 2019)**
Performed quality assurance for pavement-related materials, including localized AC repairs and Type I rubberized polymer modified slurry seal.
- **Columbus Grove HOA, Tustin/Irvine (August 2019)**

Selected Journal and Conference Papers

- Gudipudi, P., B.S. Underwood, and **Ali Zalghout** (2017). "Impact of climate change on pavement structural performance in the United States," *Transportation Part D: Transport and Environment*, 57, pp. 172-184.
- Kassem, H., N. Saleh, **A. Zalghout**, and G. Chehab (2018). "Advanced Characterization of Asphalt Concrete Mixtures Reinforced with Synthetic Fibers," *Journal of Materials in Civil Engineering*, 30(11), 04018307.
- Saleh, N., **A. Zalghout**, S. Sari Ed Din, and G. Chehab (2019). "Design, Construction, and Evaluation of Energy-Harvesting Asphalt Pavement Systems," *Journal of Road Materials and Pavement Design*, 1-28.
- Salim, R., A. Gundla, **A. Zalghout**, S. Underwood, and K. Kaloush (2019). "Relationship Between Asphalt Binder Parameters and Asphalt Mixture Rutting," *Transportation Research Record, Journal of Transportation Research Board (TRB)*.
- Rajib, A. I., Samieadel, A., **Zalghout, A.**, Kaloush, K. E., Sharma, B. K., & Fini, E. H. (2020). Do all rejuvenators improve asphalt performance?. *Road Materials and Pavement Design*, 1-19.
- **Zalghout, A.**, S. Castro, and K. Kaloush (Under Review). "Laboratory and Field Evaluation of Plant Produced RAP Mixtures in Hot Climate Areas: Case Study from Phoenix, Arizona," *Journal of Cleaner Production*.
- **Zalghout, A.**, N. Saleh, S. Sari Ed Din, and G. Chehab. "The Utilization of Geothermal Energy for Resilient Asphalt Pavement Structure," *Proceedings of The Second European and Mediterranean Structural Engineering and Construction Conference, Beirut-Lebanon, July 2018*.
- Sari Ad Din, S. A., Saleh, N. F., **Zalghout A. A.**, Chehab. G. R., "Thermal Analysis of Hydronic Asphalt Pavement Systems," *Proceedings of the Advances in Materials and Pavement Performance Prediction Conference, Doha- Qatar, April 2018*.
- Kassem, H. A., Chehab, G.R., Saleh, N.F., & **Zalghout, A.**, "Assessment of Fiber Reinforced HMA and WMA Mixes Using Viscoelastic Continuum Damage Model," *Proceedings of the Tenth International Conference on the Bearing Capacity of Roads, Railways, and Airfields, Athens-Greece, June 2017*.

Invited Talks

- "City of Phoenix RAP Study," *Arizona Pavement and Materials Conference, Tempe, AZ*, November 2019.

Media Coverage

- Appeared in a documentary about Recycled Asphalt on Arizona PBS. Link: <https://azpbs.org/catalyst/2019/06/catalyst-recycled-asphalt/>

Certifications

- Pavement Inspector Certification. Certified by Orange County Transportation Authority (OCTA).
- Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Pavement Using Nuclear Gages. Certified by California Department of Transportation (Caltrans).
- Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gage. Certified by California Department of Transportation (Caltrans).

Professional Activities and Services

- **Vice President, International Road Federation Class of 2018**
My role as a vice president of the class is to keep the class connected, organize reunion meetings, and provide any needed help to the class.
- **Volunteer, Arizona Pavements and Materials Conference**
Helped in organizational activities during the 14th and 15th Arizona Pavements and Materials Conference.
- **Journal and Conference Articles Reviewer**
 - ASCE Journal of Materials in Civil Engineering
 - Transportation Research Board (TRB)
 - Middle East Society of Asphalt Technologists Conference (MESAT).
- **Session Moderator**
Moderated the following sessions during the International Road Federation Global R2T Conferences in Las Vegas:
 - TS 6.2: Toward Smart Cities
 - TS 1.3: Preserving Road Assets
 - TS 1.5: Road Inventory & Inspection
- **Staff writer at AUB Outlook news paper**
Staff writer, wrote weekly articles for students at AUB

MICHEL EL SEBAALY, M.Sc., E.I.T

Staff Pavement Engineer

PROFESSION

Civil Engineer

EDUCATION

M.S. Civil Engineering
(Pavement/Materials Engineering) –
University of Nevada, Reno

B.Sc. Civil Engineering
University of Balamand,
Koura, Lebanon

PROFESSIONAL EXPERIENCE

GMU Geotechnical, Inc.

(March 2021 – Present)
Staff Pavement Engineer
Rancho Santa Margarita, California

University of Nevada, Reno

(2019 – 2020)
Graduate Researcher, Pavement /
Materials
Reno, Nevada

CERTIFICATIONS

- Engineer in training (E.I.T)

PROFESSIONAL AFFILIATIONS

- American Society for Testing Materials (ASTM)
- American Society of Civil Engineers (ASCE)

SUMMARY OF EXPERIENCE & QUALIFICATIONS

Mr. El Sebaaly possesses over 2 years of experience in pavement engineering and materials. His principal fields of interest include assessment of pavement rehabilitation and maintenance alternative based on analysis of pavement condition surveys, numerical modeling and analysis of non-destructive data of pavement structures, material testing and characterization (paving materials evaluation and design), project management and inspection. In addition to pavement engineering, he has a strong background in geotechnical engineering, site-specific seismic response analysis, numerical modeling of geomaterials, static and dynamic slope stability analysis, flow of water in soils, retaining structure design and analysis, and interpret field data. His current work includes performing pavement evaluations / designs, developing cost-effective pavement repair recommendations, performing pavement mix designs, and performing observation services of pavement-focused construction projects. He is currently working on projects for a number of local agencies, private sector clients, civil engineering firms, paving contractors, and pavement material producers.

Mr. El Sebaaly's experience in pavement design and construction includes:

- Pavement Management Plans (PMP) for local Cities and HOAs.
- Budget analysis and Maintenance and Rehabilitation (M&R) planning using PAVER.
- Developing Plans, Specifications, and Engineering Estimates (PS&E) for pavement related projects.
- Field Data Collection using Manual and Semi-Automated surveys.
- Pavement Condition Index (PCI) calculations and analysis.
- Falling Weight Deflectometer (FWD) testing and analysis.
- SuperPave and Marshall Asphalt Mix designs.
- Pavement Design using Caltrans, AASHTO 1993 and Pavement ME methods.
- Slurry Seal observation and testing.
- Parking lot Pavement Rehabilitation.
- Advanced Material Characterization and Laboratory Testing: Dynamic Modulus, Flow Number, Tensile Strength Ratio, Uniaxial Fatigue, and C* Fracture Test.
- Asphalt Binder Testing: Rolling Thin Film Oven (RTFO), Pressure Aging Vessel (PAV), Multiple Stress Creep and Recovery (MSCR), Complex Shear Modulus, and Bending Beam Rheometer (BBR).

Select Pavement Evaluation and Design Projects

- **Groves at Orchard Hills HOA Year 2 Sealcoat Project**
Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.
- **Dove Canyon HOA Pavement Improvement Project (year 2)**
Performed pavement surface condition assessments of various streets throughout the HOA, prioritized streets for maintenance/repair, recommended maintenance/repair strategies, reviewed/developed pavement-related specifications, oversaw quality assurance observation/testing services during construction phase.

Select Pavement Management Projects

- **City of Chino Hills Pavement Management Plan Update (Ongoing)**
Performing pavement distress surveys, collecting distress data, performing PAVER analysis, and recommending Maintenance and Rehabilitation (M&R) strategies.
- **City of Laguna Niguel Pavement Management Plan Update (Ongoing)**
Performed pavement distress surveys, collected distress data, performed PAVER analysis, and recommended Maintenance and Rehabilitation (M&R) strategies. Worked the Pavement Management Plan (PMP) report that was submitted to the Orange County Transportation Authority (OCTA) to keep the City eligible for Measure M2 funding.

Appendix B

Certifications



STATE OF CALIFORNIA

DEPARTMENT OF

TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2021-03-11

Inspected By: Ashley Shaw

IA No.: 68

Phone: 916-508-5864

RSP #: 104

File: Material Category 500

Laboratory: GMU Geotechnical Inc.

Address: 23241 Arroyo Vista Rancho Santa
Margarita CA, 92688

Lab QC Mgr.: Mike Moscrop

E-mail: mmoscrop@gmugeo.com

Telephone: 949-888-6513

Fax #.: 949-888-1380

A certified Independent Assurance (IA) visited this laboratory on 2020-03-11

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.

CT 105	CT 106	CT 125 ADMIX	CT 125 AGG	CT 125 BIT
CT 125 CEM	CT 125 GEN	CT 125 HMA	CT 201	CT 202
CT 204	CT 205	CT 206	CT 207	CT 209
CT 216	CT 217	CT 226	CT 227	CT 231
CT 301	CT 304	CT 308	CT 309	CT 366
CT 375	CT 382	CT 504	CT 518	CT 533
CT 539	CT 540	CT 541	CT 556	CT 557

A visual check was performed and documents provided as necessary for the following items:

<input type="checkbox"/>	Facility Safety Manual	<input checked="" type="checkbox"/>	Copies of current applicable test procedures
<input checked="" type="checkbox"/>	Laboratory Procedures Manual	<input checked="" type="checkbox"/>	Calibration and service documentation
<input checked="" type="checkbox"/>	Laboratory Quality Control Manual	<input checked="" type="checkbox"/>	Calibration stickers affixed to test equipment
<input checked="" type="checkbox"/>	Proper test equipment		(dated within the 12 months)

On 2020-03-11, this laboratory was Caltrans Qualified by:

Ashley R. Shaw
(Printed name of IA person)

Ashley R. Shaw
(Signature of IA person)



CERTIFICATE OF ACCREDITATION



GMU Geotechnical, Inc.

in

Rancho Santa Margarita, California, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).


Jim Tymon,
AASHTO Executive Director
Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 03/11/2020 at 6:11 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Quality Management System

Standard:

Accredited Since:

R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	07/02/2015
D3666 (Aggregate)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	09/19/2017
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	10/07/2019
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	09/19/2017
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	10/07/2019



SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Soil

Standard:

Accredited Since:

R58	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	09/19/2017
R74	Wet Preparation of Disturbed Soil Samples for Test	09/19/2017
T88	Particle Size Analysis of Soils by Hydrometer	07/02/2015
T89	Determining the Liquid Limit of Soils (Atterberg Limits)	07/02/2015
T90	Plastic Limit of Soils (Atterberg Limits)	07/02/2015
T99	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	09/19/2017
T100	Specific Gravity of Soils	07/02/2015
T134	Moisture-Density Relations of Soil-Cement Mixtures	07/02/2015
T180	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/02/2015
T190	Resistance R-Value and Expansion Pressure of Compacted Soils	07/02/2015
T236	Direct Shear Test of Soils Under Consolidated Drained Conditions	07/02/2015
T265	Laboratory Determination of Moisture Content of Soils	09/19/2017
T310	In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	07/02/2015
D421	Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	09/19/2017
D422	Particle Size Analysis of Soils by Hydrometer	07/02/2015
D558	Moisture-Density Relations of Soil-Cement Mixtures	07/02/2015
D698	The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	09/19/2017
D854	Specific Gravity of Soils	09/19/2017
D1557	Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	07/02/2015
D2216	Laboratory Determination of Moisture Content of Soils	09/19/2017
D2844	Resistance R-Value and Expansion Pressure of Compacted Soils	07/02/2015
D3080	Direct Shear Test of Soils Under Consolidated Drained Conditions	07/02/2015
D4318	Determining the Liquid Limit of Soils (Atterberg Limits)	07/02/2015



SCOPE OF AASHTO ACCREDITATION FOR:

EXHIBIT "B"
CONTRACT NO. 2046

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Soil (Continued)

Standard:

Accredited Since:

D4318 Plastic Limit of Soils (Atterberg Limits)

07/02/2015

D6938 In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

07/02/2015



SCOPE OF AASHTO ACCREDITATION FOR:

GMU Geotechnical, Inc.

in Rancho Santa Margarita, California, USA

Aggregate

Standard:

Accredited Since:

R76	Reducing Samples of Aggregate to Testing Size	07/02/2015
T11	Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/02/2015
T27	Sieve Analysis of Fine and Coarse Aggregates	07/02/2015
T84	Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/02/2015
T85	Specific Gravity and Absorption of Coarse Aggregate	07/02/2015
T210	Aggregate Durability Index	07/02/2015
T255	Total Moisture Content of Aggregate by Drying	09/19/2017
C117	Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	07/02/2015
C127	Specific Gravity and Absorption of Coarse Aggregate	07/02/2015
C128	Specific Gravity (Relative Density) and Absorption of Fine Aggregate	07/02/2015
C136	Sieve Analysis of Fine and Coarse Aggregates	07/02/2015
C566	Total Moisture Content of Aggregate by Drying	09/19/2017
C702	Reducing Samples of Aggregate to Testing Size	07/02/2015
D3744	Aggregate Durability Index	07/02/2015



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Lucie Anderson

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2021-09-06	Afsaneh Ostovar	Lab 1
CT 125 AGG	2022-09-06	Afsaneh Ostovar	Lab 1
CT 125 BIT	2021-09-06	Afsaneh Ostovar	Lab 1
CT 125 GEN	2021-09-06	Afsaneh Ostovar	Lab 1
CT 125 HMA	2022-09-06	Afsaneh Ostovar	Lab 1
CT 125 PCC	2021-09-06	Afsaneh Ostovar	Lab 1
CT 231	2021-09-06	Afsaneh Ostovar	Lab 1
CT 375	2021-09-06	Afsaneh Ostovar	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 10/17/2019

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jonathan Basalla

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2021-03-10	Ashley Shaw	Lab 1
CT 125 AGG	2021-03-16	Afsaneh Ostovar	Lab 1
CT 125 BIT	2021-03-10	Ashley Shaw	Lab 1
CT 125 GEN	2021-03-10	Ashley Shaw	Lab 1
CT 125 HMA	2021-03-16	Afsaneh Ostovar	Lab 1
CT 125 PCC	2021-03-10	Ashley Shaw	Lab 1
CT 231	2021-03-10	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 03/18/2020

Tester ID: 01361

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.

TL-0111 LIVE Version

CALIFORNIA DEPARTMENT OF TRANSPORTATION*Presents this***CERTIFICATE***to***Norman Biehn****who is certified to perform the following tests:**

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 504	2023-03-17	Biplab Bhattacharya	Lab 1
CT 518	2023-03-17	Biplab Bhattacharya	Lab 1
CT 539	2023-03-17	Biplab Bhattacharya	Lab 1
CT 540	2023-03-17	Biplab Bhattacharya	Lab 1
CT 543	2023-03-17	Biplab Bhattacharya	(No lab)
CT 556	2023-03-17	Biplab Bhattacharya	Lab 1
CT 557	2023-03-17	Biplab Bhattacharya	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

*Biplab Bhushan Bhattacharya***IA#125**

Certified Independent Assurance (IA)

Date of download: 08/16/2018

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jacques Brosseau

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2021-03-04	Ashley Shaw	Lab 1
CT 125 AGG	2021-03-04	Ashley Shaw	Lab 1
CT 125 BIT	2021-03-04	Ashley Shaw	Lab 1
CT 125 GEN	2021-03-04	Ashley Shaw	Lab 1
CT 125 HMA	2021-03-04	Ashley Shaw	Lab 1
CT 125 PCC	2021-03-04	Ashley Shaw	Lab 1
CT 231	2021-03-04	Ashley Shaw	Lab 1
CT 375	2021-09-06	Afsaneh Ostovar	Lab 1
CT 504	2020-05-02	Biplab Bhattacharya	Lab 1
CT 518	2020-05-02	Biplab Bhattacharya	Lab 1
CT 533	2021-03-10	Ashley Shaw	Lab 1
CT 539	2020-05-02	Biplab Bhattacharya	Lab 1
CT 540	2020-05-02	Biplab Bhattacharya	Lab 1
CT 541	2021-03-10	Ashley Shaw	Lab 1
CT 543	2020-05-02	Biplab Bhattacharya	(No lab)
CT 556	2020-05-02	Biplab Bhattacharya	Lab 1
CT 557	2020-05-02	Biplab Bhattacharya	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.



Certified Independent Assurance (IA)

Date issued: 03/18/2020

Tester ID: 01363

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

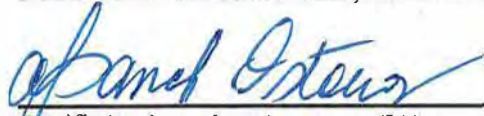
Presents this CERTIFICATE to

Kossuth Cox

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2021-09-06	Afsaneh Ostovar	Lab 1
CT 125 AGG	2022-09-06	Afsaneh Ostovar	Lab 1
CT 125 BIT	2021-09-06	Afsaneh Ostovar	Lab 1
CT 125 GEN	2021-09-06	Afsaneh Ostovar	Lab 1
CT 125 HMA	2022-09-06	Afsaneh Ostovar	Lab 1
CT 125 PCC	2021-09-06	Afsaneh Ostovar	Lab 1
CT 231	2021-09-06	Afsaneh Ostovar	Lab 1
CT 375	2021-09-06	Afsaneh Ostovar	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)
Date issued: 10/17/2019

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Joshua Cuda

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 375	2021-09-06	Afsaneh Ostovar	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 10/17/2019

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Brendan Dilloughery

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2021-03-10	Ashley Shaw	Lab 1
CT 125 GEN	2021-03-10	Ashley Shaw	Lab 1
CT 125 HMA	2021-03-10	Ashley Shaw	Lab 1
CT 125 PCC	2021-03-10	Ashley Shaw	Lab 1
CT 231	2021-03-10	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 03/18/2020

Tester ID: 03977

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Matthew Farrington

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 382	2021-09-06	Afsaneh Ostovar	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 10/17/2019

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Royce Gould

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2022-03-10	Ashley Shaw	Lab 1
CT 125 AGG	2022-03-10	Ashley Shaw	Lab 1
CT 125 BIT	2022-03-10	Ashley Shaw	Lab 1
CT 125 GEN	2022-03-10	Ashley Shaw	Lab 1
CT 125 PCC	2022-03-10	Ashley Shaw	Lab 1
CT 231	2022-03-10	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1
CT 504	2024-01-19	Jasdeep Sandhu	Lab 1
CT 518	2024-01-19	Jasdeep Sandhu	Lab 1
CT 539	2024-01-19	Jasdeep Sandhu	Lab 1
CT 540	2024-01-19	Jasdeep Sandhu	Lab 1
CT 543	2024-01-19	Jasdeep Sandhu	(No lab)
CT 556	2024-01-19	Jasdeep Sandhu	Lab 1
CT 557	2024-01-19	Jasdeep Sandhu	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.



Certified Independent Assurance (IA)

Date issued: 03/19/2020

Tester ID: 01367

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Russell Price

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2022-03-10	Ashley Shaw	Lab 1
CT 125 AGG	2022-03-10	Ashley Shaw	Lab 1
CT 125 BIT	2022-03-10	Ashley Shaw	Lab 1
CT 125 GEN	2022-03-10	Ashley Shaw	Lab 1
CT 125 HMA	2022-03-10	Ashley Shaw	Lab 1
CT 125 PCC	2022-03-10	Ashley Shaw	Lab 1
CT 231	2022-03-10	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)Date issued: 03/19/2020

Tester ID: 01368

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

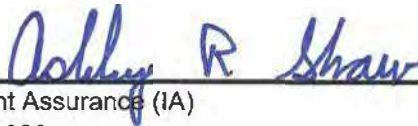
Presents this CERTIFICATE to

Scott Seabold

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2021-03-10	Ashley Shaw	Lab 1
CT 125 GEN	2021-03-10	Ashley Shaw	Lab 1
CT 125 HMA	2021-03-10	Ashley Shaw	Lab 1
CT 231	2021-03-10	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 03/19/2020

Tester ID: 01370

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Jade Sill

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 ADMIX	2022-03-10	Ashley Shaw	Lab 1
CT 125 AGG	2022-03-10	Ashley Shaw	Lab 1
CT 125 BIT	2022-03-10	Ashley Shaw	Lab 1
CT 125 GEN	2022-03-10	Ashley Shaw	Lab 1
CT 125 HMA	2022-03-10	Ashley Shaw	Lab 1
CT 125 PCC	2022-03-10	Ashley Shaw	Lab 1
CT 231	2022-03-10	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita



Certified Independent Assurance (IA)

Date issued: 03/19/2020

Tester ID: 01371

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

John Villarraga

who is certified to perform the following tests:



Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 105	2021-04-27	Biplab Bhattacharya	Lab 1
CT 106	2116-04-06	Ashley Shaw	Lab 1
CT 125 AGG	2021-04-27	Biplab Bhattacharya	Lab 1
CT 201	2021-04-27	Biplab Bhattacharya	Lab 1
CT 202	2021-04-27	Biplab Bhattacharya	Lab 1
CT 204	2022-03-10	Ashley Shaw	Lab 1
CT 205	2021-04-27	Biplab Bhattacharya	Lab 1
CT 206	2022-03-10	Ashley Shaw	Lab 1
CT 207	2022-03-10	Ashley Shaw	Lab 1
CT 209	2022-03-10	Ashley Shaw	Lab 1
CT 216	2021-04-27	Biplab Bhattacharya	Lab 1
CT 217	2021-04-27	Biplab Bhattacharya	Lab 1
CT 226	2021-04-27	Biplab Bhattacharya	Lab 1
CT 227	2021-04-27	Biplab Bhattacharya	Lab 1
CT 229	2021-04-27	Biplab Bhattacharya	(No lab)
CT 301	2022-03-10	Ashley Shaw	Lab 1
CT 304	2022-03-10	Ashley Shaw	Lab 1
CT 308	2022-03-10	Ashley Shaw	Lab 1
CT 309	2022-03-10	Ashley Shaw	Lab 1
CT 366	2022-03-10	Ashley Shaw	Lab 1
CT 370	2022-03-10	Ashley Shaw	(No lab)
CT 382	2022-03-10	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Ashley R. Shaw



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

John Strauss

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2020-09-06	Afsaneh Ostovar	Lab 1
CT 125 AGG	2022-07-20	Ashley Shaw	(No lab)
CT 231	2022-07-20	Ashley Shaw	Lab 1
CT 375	2021-03-10	Ashley Shaw	Lab 1
CT 504	2024-08-03	Sarbjit Grewal	Lab 1
CT 518	2024-08-03	Sarbjit Grewal	Lab 1
CT 533	2022-03-10	Ashley Shaw	Lab 1
CT 539	2024-08-03	Sarbjit Grewal	Lab 1
CT 540	2024-08-03	Sarbjit Grewal	Lab 1
CT 541	2022-03-10	Ashley Shaw	Lab 1
CT 543	2024-08-03	Sarbjit Grewal	(No lab)
CT 556	2024-08-03	Sarbjit Grewal	Lab 1
CT 557	2024-08-03	Sarbjit Grewal	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

Certified Independent Assurance (IA)Date issued: 07/23/2020

Tester ID: 01372

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.

Please verify tester certifications by visiting the SIAD website at <https://sia.dot.ca.gov/>

Page 1/1

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

John Villarraga

who is certified to perform the following tests:

Certified Independent Assurance (IA)

Date issued: 03/19/2020

Tester ID: 01373

Note: This certificate is valid as long as the Tester
complies with applicable requirements in Caltrans'
Independent Assurance Program Manual.



CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Aaron Yett

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2023-06-01	Ashley Shaw	Lab 1
CT 125 GEN	2023-06-01	Ashley Shaw	Lab 1
CT 125 HMA	2023-06-01	Ashley Shaw	Lab 1
CT 231	2021-06-01	Ashley Shaw	Lab 1
CT 375	2021-06-01	Ashley Shaw	Lab 1

Lab 1: GMU Geotechnical Inc., 23241 Arroyo Vista, Rancho Santa Margarita

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans' Independent Assurance Program Manual.



Certified Independent Assurance (IA)

Date issued: 06/03/2020

Tester ID: 01376

CERTIFICATE

Of Prequalification

This certificate has been
presented to

Ali Zafghout

for successfully meeting the requirements of the
OCTA 2019-2020 Pavement Inspector Prequalification Program
using MANUAL survey techniques

EXPIRATION DATE:
6.30.2022



www.WestCoastEC.com/OCTA

CERTIFICATE

Of Prequalification

This certificate has been
presented to

Lucie Anderson

for successfully meeting the requirements of the
OCTA 2018-2019 Pavement Inspector Prequalification Program
using MANUAL survey techniques

EXPIRATION DATE:
6.30.2021



www.WestCoastEC.com/OCTA

CERTIFICATE

Of Prequalification

This certificate has been
presented to

Rosalie Chavez

for successfully meeting the requirements of the
OCTA 2018-2019 Pavement Inspector Prequalification Program
using MANUAL survey techniques

EXPIRATION DATE:
6.30.2021



www.WestCoastEC.com/OCTA



Verified Candidate



INTERNATIONAL
CODE
COUNCIL®





verify.iccsafe.org/5317788

Search Again

Customer Name:

Account Number:

Kossuth Cox

5317788

Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
02/19/2008	01/02/2023	Structural Masonry Special Inspector
03/04/2008	01/02/2023	Spray Applied Fire Proofing Special Inspector
01/27/2011	01/02/2023	Structural Welding Special Inspector
11/04/2010	01/02/2023	Reinforced Concrete Special Inspector
03/10/2009	01/02/2023	Structural Steel and Bolting Special Inspector



Verified Candidate

AAA

verify.iccsafe.org/8203955

Search Again

Customer Name:

Jacques Brosseau

Account Number:

8203955



Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
06/03/2013	06/03/2022	Reinforced Concrete Special Inspector





Verified Candidate

AAA

verify.iccsafe.org/8361503

Search Again

Customer Name:

Jade Sill

Account Number:

8361503



Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
08/11/2017	09/01/2023	Reinforced Concrete Special Inspector





Verified Candidate

AAA



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verify.iccsafe.org/8202644

Search Again

Customer Name:

Jonathan Basalla

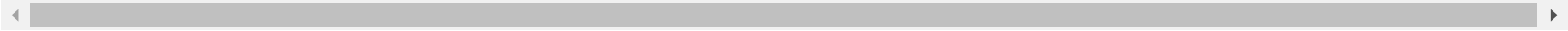
Account Number:

8202644



Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
05/13/2015	05/13/2021	Structural Masonry Special Inspector
10/03/2017	10/03/2023	Reinforced Concrete Special Inspector





Verified Candidate

AAA



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verify.iccsafe.org/8087254

Search Again

Customer Name:

Account Number:

Joshua Cuda

8087254

Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
07/23/2013	04/18/2022	Reinforced Concrete Special Inspector
06/25/2015	04/18/2022	Prestressed Concrete Special Inspector
11/16/2019	11/16/2022	Structural Masonry Special Inspector
11/14/2019	11/14/2022	Structural Masonry Codes Module
11/14/2019	11/14/2022	Structural Masonry Plans Module



Verified Candidate



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verify.iccsafe.org/1086011

Search Again

Customer Name:

Norman Biehn

Account Number:

1086011

Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
09/20/2007	01/17/2022	Prestressed Concrete Special Inspector
02/20/2007	01/17/2022	Structural Masonry Special Inspector
02/20/2007	01/17/2022	Spray Applied Fire Proofing Special Inspector
03/02/2007	01/17/2022	Reinforced Concrete Special Inspector



Verified Candidate

AAA



INTERNATIONAL
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verify.iccsafe.org/8072797

Search Again

Customer Name:

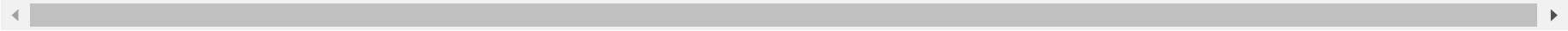
Account Number:

Royce Gould	8072797
-------------	---------



Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
04/24/2013	06/21/2022	Structural Masonry Special Inspector
07/29/2010	06/21/2022	Reinforced Concrete Special Inspector





Verified Candidate



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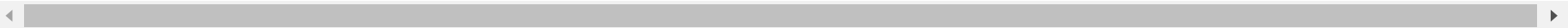
verify.iccsafe.org/8072795

Search Again

Customer Name:

Account Number:

Russell Price	8072795
---------------	---------



Certifications:

Initial Certification	Current Current Current Expiration	Certificate Name
03/02/2015	04/18/2022	Spray Applied Fire Proofing Special Inspector
03/24/2012	04/18/2022	Structural Masonry Special Inspector
05/08/2012	04/18/2022	Prestressed Concrete Special Inspector
08/17/2010	04/18/2022	Reinforced Concrete Special Inspector





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SEARCH RESULTS

Name: Yett

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Aaron Y Yett

ACI Concrete Field Testing Technician – Grade I

Expires: July 29, 2022

Fullerton, CA 92832-1641 United States

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SEARCH RESULTS

Name: Dilloughery

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Brendan Dilloughery

ACI Concrete Field Testing Technician – Grade I

Expires: January 19, 2024

San Juan Capistr, CA 92675 United States

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SEARCH RESULTS

Certification ID: 1116764

Your search returned 1 record.

Kossuth E Cox

ACI Concrete Field Testing Technician – Grade I

Expires: July 01, 2022

Garden Grove, CA 92840-1207 United States

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SEARCH RESULTS

Name: Brosseau

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Jacques Brosseau**ACI Concrete Field Testing Technician – Grade I****Expires: January 18, 2025**

Laguna Hills, CA 92653-4323 United States

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SEARCH RESULTS

Name: Sill

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Jade Sill**ACI Concrete Field Testing Technician – Grade I**

Expires: January 19, 2024

Dana Point, CA 92629-1074 United States

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SEARCH RESULTS

Name: Strauss

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John B Strauss

ACI Concrete Field Testing Technician – Grade I

Expires: August 03, 2024

Orange, CA 92869 United States

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SEARCH RESULTS

Name: Basalla

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Jonathan J Basalla**ACI Concrete Field Testing Technician – Grade I****Expires:** July 29, 2022

Mission Viejo, CA 92691-1439 United States

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SEARCH RESULTS

Name: Cuda

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Joshua S Cuda

ACI Concrete Field Testing Technician – Grade I

Expires: January 19, 2024

Capistrano Beach, CA 92624-1041 United States

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SEARCH RESULTS

Certification ID: 992779

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Norman L Biehn

ACI Concrete Field Testing Technician – Grade I

Expires: March 17, 2023

Eastvale, CA 92880-0794 United States

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SEARCH RESULTS

Certification ID: 944101

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Royce L Gould**ACI Concrete Field Testing Technician – Grade I****Expires:** January 19, 2024

Lake Forest, CA 92630-2238 United States

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SEARCH RESULTS

Certification ID: 1002326

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Russell Price**ACI Concrete Field Testing Technician – Grade I****Expires: January 19, 2024**

San Juan Capistrano, CA 92675-4839 United States

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SEARCH RESULTS

Name: Seabold

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Scott E Seabold**ACI Concrete Field Testing Technician – Grade I****Expires:** July 29, 2022

Capo Beach, CA 92624-1041 United States

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Appendix C

Fee Schedule





2021 SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Document Preparation and Project Services	\$ 97.00/hour
CAD/GIS Design Engineer	\$ 118.00/hour
Staff Engineer or Geologist	\$ 152.00/hour
Senior Staff Engineer or Geologist	\$ 175.00/hour
Project Engineer or Geologist	\$ 195.00/hour
Senior Engineer or Geologist	\$ 230.00/hour
Associate Engineer or Geologist	\$ 245.00/hour
Principal/Director	\$ 270.00/hour

FIELD INSPECTION & TESTING SERVICES

Staff Engineering Technician	\$ 105.00/hour*
• Services provided under direct supervision of a Senior Engineering Technician	
Senior Engineering Technician	\$ 118.00/hour*
• Inspections for soils/grading, asphalt, concrete, batch plants, piles/caissons, etc.	
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
Registered Special Inspector (<i>No 4-hour minimum</i>)	\$ 118.00/hour*
• Certifications by ACI, ICC, Caltrans, local jurisdictions, etc.	
• Reinforced concrete, Post-Tension, Masonry, Welding, Bolting, Fireproofing	
Instrumentation Engineer	\$ 150.00/hour
• Slope inclinometer and Piezometer monitoring	
• Manometer for floor-level surveys	
• Stormwater turbidity & pH meter	
• Groundwater monitoring - pressure transducer, datalogger, water chemistry meter, etc.	
• Pipeline video camera for drains, wells, etc.	
Engineering Seismological Technician (includes 3-channel seismograph)	\$ 150.00/hour
• Blast vibration monitoring	
• Construction vibration & noise monitoring (pile driving, drilling, demolition, etc.)	

***Notes:**

- (1) Rates include vehicle, nuclear density gauge, and equipment for testing, inspection, and sampling.
- (2) No 4-hour minimum charges apply.
- (3) Overtime is charged at 1.5 times the base rate. Overtime is defined as time worked on the project in excess of 8 hours per day and all time on Saturdays, Sundays, and holidays.
- (4) Additional hourly surcharge for Prevailing Wage projects for Field Personnel per CA Labor Code §1720, et seq.

Add \$ 27.00/hour

LABORATORY TESTING SERVICES

Laboratory Testing	\$ 122.00/hour
<i>(For special materials testing and laboratory costs on a per-test basis, see GMU's Laboratory Fee Schedule)</i>	

OTHER CHARGES

Outside Services	Cost + 15%
Reimbursables & Reprographics	Cost

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AGENDA REPORT

To: City Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: December 6, 2021

Subject: Annual Reorganization of the City Council - Selection of Mayor and Vice Mayor

RECOMMENDATION:

It is recommended that the City Council proceed with their annual reorganization for the selection of Mayor and Vice Mayor in accordance with Section 11.1 Reorganization of the City Council Procedural Manual (Attachment "A").

BACKGROUND:

1. The San Fernando City Council is composed of five Councilmembers that are directly elected by the voters in the City to serve a four-year term. The City Council elects the Mayor and Vice Mayor annually in December. The terms of office of the Mayor and Vice Mayor shall be for one year, or until their successors have been chosen. Please refer to San Fernando City Council Procedural Manual, Section 11.1 Reorganization (Attachment "A").
2. Government Code §36801 (Attachment "B") states, *"The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore [Vice Mayor]."*
3. On December 7, 2020, the City Council elected Sylvia Ballin to serve as Mayor and Mary Mendoza to serve as Vice Mayor.

ANALYSIS:

The City of San Fernando is governed by five Councilmembers that are directly elected to serve four-year terms on a staggered basis, by the voters during the City's general election that occurs in November of even-numbered years.

Annual Reorganization of the City Council – Selection of Mayor and Vice Mayor

Page 2 of 3

In accordance with Section 11.1 of the City Council Procedural Manual (Attachment “A”), the City Council shall appoint members to serve as Mayor and Vice Mayor at the first regular meeting in December of every year or as soon thereafter as feasible, and when applicable, following the certification of election results and seating of new City Councilmembers. The newly-appointed Mayor and Vice Mayor assume their positions immediately following the vote. The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen.

The current position of Mayor is held by Sylvia Ballin and the Vice Mayor is held by Mary Mendoza. Any member of the City Council may make nominations for the office of Mayor and Vice Mayor. The City Clerk will conduct a roll call vote and each Councilmember will announce their vote for Mayor and Vice Mayor until each is elected by a majority of affirmative votes.

The nomination and appointment procedure for the offices of Mayor and Vice Mayor shall be conducted in successive order and as shown below. In the event of a tie vote, the City Clerk shall blindly draw a name to break the tie vote to declare the individual to serve in the applicable position.

The following process for selecting a Mayor and Vice Mayor is as follows:

1. Election of Mayor:

- A. City Clerk opens the nominations for the position of Mayor.
- B. Nomination(s) is/are made for Mayor, and seconded.
- C. Hearing no objections, motion to close nominations.
- D. City Clerk conducts a roll call vote and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote.
- E. City Clerk announces the results.

2. Election of Vice Mayor:

- A. City Clerk opens the nominations for the position of Vice Mayor.
- B. Nomination(s) is/are made for Vice Mayor, and seconded.
- C. Hearing no objections, motion to close nominations.
- D. City Clerk conducts a roll call vote and each Councilmember announces their vote for Vice Mayor until a Vice Mayor is elected by majority vote.
- E. City Clerk announces the results.

3. Council Changes Seats as Follows:

- A. Mayor takes his/her seat.
- B. Vice Mayor takes his/her seat at the Mayor’s right side.

Annual Reorganization of the City Council – Selection of Mayor and Vice Mayor

Page 3 of 3

BUDGET IMPACT:

There is no budget impact associated with City Council reorganization. This is included in the City Clerk's regular work plan and, therefore, included in the Fiscal Year 2021-2022 Adopted Budget.

CONCLUSION:

Staff recommends that City Council select a Mayor and Vice Mayor in accordance with Government Code §36801 and Section 11.1 of the City Council Procedural Manual.

ATTACHMENTS:

- A. City Council Procedural Manual – Reorganization
- B. Government Code Section §36801



ATTACHMENT "A"

CITY COUNCIL REORGANIZATION

San Fernando City Council Procedural Manual, Section 11. Reorganization

1. Election of Mayor:

- A. City Clerk opens the nominations for the position of Mayor.
- B. Nomination(s) is/are made for Mayor, and seconded.
- C. Hearing no objections, motion to close nominations.
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor is elected by majority vote.
- E. City Clerk announces the results.

2. Election of Vice Mayor:

- A. City Clerk opens the nominations for the position of Vice Mayor.
- B. Nomination(s) is/are made for Vice Mayor, and seconded.
- C. Hearing no objections, motion to close nominations.
- D. City Clerk conducts a roll call vote in the order in which nominations are received until a Vice Mayor is elected by majority vote.
- E. City Clerk announces the results.

3. Council Changes Seats as Follows:

- A. Mayor takes his/her seat.
- B. Vice Mayor takes his/her seat at the Mayor's right side.

4. City Council Comments/Remarks

5. Resume City Council Meeting



GOVERNMENT CODE - GOV

TITLE 4. GOVERNMENT OF CITIES [34000 - 45345] (Title 4 added by Stats. 1949, Ch. 79.)

DIVISION 3. OFFICERS [36501 - 41805] (Division 3 added by Stats. 1949, Ch. 79.)

PART 2. LEGISLATIVE BODY [36801 - 40592] (Part 2 added by Stats. 1949, Ch. 79.)

CHAPTER 1. Organization [36801 - 36815] (Chapter 1 added by Stats. 1949, Ch. 79.)

36801. The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore.

(Amended by Stats. 2005, Ch. 620, Sec. 1. Effective January 1, 2006.)