



MAYOR/CHAIR MARY MENDOZA
VICE MAYOR/VICE CHAIR HECTOR A. PACHECO
COUNCILMEMBER/BOARDMEMBER SYLVIA BALLIN
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ
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, AUGUST 15, 2022 - 6:00 PM

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361

SPECIAL NOTICE REGARDING COVID-19

NOTICE OF TELECONFERENCE: Pursuant to Adopted Resolution No. 8098 by the City Council of the City of San Fernando, effective January 12, 2022, the City of San Fernando's Legislative Bodies may participate via teleconference and/or video in Accordance with Government Code Section 54953 as permitted under the provisions of Assembly Bill 361

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING:

Live stream with audio and video, via YouTube Live, at:

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

Note: Comments submitted via YouTube will not be read into the record.

SUBMIT PUBLIC COMMENT IN PERSON:

Members of the public may provide comments in person in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL:

Members of the public may submit comments **by email** to cityclerk@sfcity.org no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – August 15, 2022

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CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833

Meeting ID: 833 6022 0211

Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.

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.

PRESENTATIONS

- A. PRESENTATION BY PRESIDENT ORNELAS OF MISSION COLLEGE ON INFORMATION REGARDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT
- B. PRESENTATION FROM CALIFORNIA DEPARTMENT OF INSURANCE COMMUNITY RELATIONS AND OUTREACH BRANCH REGARDING THE CALIFORNIA LOW-COST AUTO INSURANCE PROGRAM

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Members of the public 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.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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PUBLIC STATEMENTS

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Members of the public may provide a **live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

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 THE AUGUST 1, 2022 SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-082 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES TO PROVIDE FULL SERVICE ADMINISTRATION OF THE BUSINESS LICENSE PROGRAM

Recommend that the City Council:

- a. Determine that it is in the City's best interest to waive formal purchasing procedures pursuant to Section 2-850 of the San Fernando City Code and award a contract based on the terms and pricing offered through a competitive bid process, similar to a piggyback;
- b. Approve a Professional Services Agreement (Contract No. 2099) with HdL Companies to provide full service administration of the business license program for a term of five years, with two optional one-year extensions; and
- c. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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4) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2022-2023

Recommend that the City Council:

- a. Adopt Resolution No. 8173 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;
- b. Fix the property tax rate for Fiscal Year 2022-2023 at \$0.190332 per \$100 of assessed valuation; and
- c. Levy that tax rate upon all taxable property in the City.

5) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR PHASE 1 OF THE ANNUAL STREET RESURFACING PROJECT

Recommend that the City Council:

- a. Accept the lowest responsive bid in the amount of \$1,853,080 from Toro Enterprises, Inc. for construction of these improvements; and
- b. Approve a construction contract with Toro Enterprises, Inc. for an amount not-to-exceed \$1,853,080 (Contract No. 2100); and
- c. Authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$185,308, to cover costs of unforeseen conditions or additional scope of work requested by the City, and execute all related documents.

6) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR THE PEDESTRIAN FENCING GLENOAKS BOULEVARD BRIDGE PROJECT, JOB NO. 7618, PLAN NO. P-740

Recommend that the City Council authorize the formal solicitation of bids for the Pedestrian Fencing Glenoaks Boulevard Bridge Project which will be advertised and publicly noticed for no less than 14 days prior to the opening of bids.

ADMINISTRATIVE REPORTS

7) DISCUSSION REGARDING THE COST OF IMPLEMENTATION OF SENATE BILL 1383 AND CONSIDERATION OF A THREE-YEAR EXTENSION OF THE CITY'S SOLID WASTE COLLECTION FRANCHISE AGREEMENT WITH REPUBLIC SERVICES

Recommend that the City Council:

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – August 15, 2022

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- a. Receive and file this informational report on the Implementation of Senate Bill 1383 and its impact on the City's Solid Waste Collection Franchise Agreement; and
- b. Approve an amendment to Contract No. 1731 executing Article 2.01.1 of Contract No. 1731 extending the term by three years (through February 14, 2027) and increase rates to implement SB 1383 requirements pursuant to Article 10.03.3 of Contract No. 1731; and
- c. Provide direction to staff, as appropriate.

8) UPDATE AND DISCUSSION FROM THE COVID RELIEF PROGRAM AD HOC COMMITTEE RELATED TO AMERICAN RESCUE PLAN ACT FUNDING

Recommend that the City Council:

- a. Receive an update from the COVID Relief Program Ad Hoc related to the City's American Rescue Plan Act funds;
- b. Provide input regarding Councilmember priorities for use of ARPA funds; and
- c. Provide direction to staff, as appropriate.

9) DISCUSSION AND CONSIDERATION TO ADOPT A COYOTE MANAGEMENT AND CO-EXISTENCE PLAN

Recommend that the City Council:

- a. Receive a presentation from staff and discuss the Coyote Management and Co-Existence Plan; and
- b. Adopt Resolution No. 8172 approving the Coyote Management and Co-Existence Plan.

10) CONSIDERATION TO ENTER INTO A TECHNICAL ASSISTANCE PROGRAM MASTER AGREEMENT AND PROVIDE DIRECTION REGARDING A PROPOSED DOG PARK

Recommend that the City Council:

- a. Enter into a Technical Assistance Program (TAP) Master Agreement (Contract No. 2101) with the Los Angeles County Regional Park and Open Space District allowing the City to draw down the TAP funding allocation;
- b. Authorize the City Manager to accept up to \$185,000 in TAP funding to assist the City in developing new park projects, open space, or programming for existing parks;

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- c. Upon full execution of the TAPS Master Agreement, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the TAP allocated funds; and
- d. Provide staff direction regarding the use of TAP funding toward a proposed Dog Park.

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: August 11, 2022 (5:15 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s 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**

**AUGUST 1, 2022 – 5:00 P.M.
SPECIAL MEETING**

**CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361**

CALL TO ORDER/ROLL CALL

Mayor Mendoza called the special meeting to order at 5:00 p.m.

Present:

Council: Mayor Mary Mendoza and Councilmembers Sylvia Ballin, Cindy Montañez, and Celeste Rodriguez (arrived at 5:17 p.m.)

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

Absent: Vice Mayor Hector A. Pacheco

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL None

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

By consensus, Councilmembers recessed to Closed Session.

Councilmember Rodriguez arrived directly into Closed Session for consideration of Item A of the special meeting agenda.

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – August 1, 2022
Page 2

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

Designated City Negotiators:

City Manager Nick Kimball

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

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 August 1, 2022 at 5:00 p.m.

ADJOURNMENT

The City Council adjourned the special meeting at 6:20 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 August 1, 2022, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: August 15, 2022

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-082 (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. 22-082, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 22-082

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS
PRESENTED ON DEMAND / WARRANT REGISTER NO. 22-081**

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

1. That the Payment Demand/Voucher List (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 15th day of August, 2022.

Mary Mendoza, 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. 22-082 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 15th day of August, 2022, 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 August, 2022.

Julia Fritz, City Clerk

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08/10/2022 4:36:04PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227954	8/15/2022	891587 ABLE MAILING INC.	36093		MAILING AND FULFILLMENT SERVICES	
				12682	072-360-0000-4300	174.17
				12682	070-382-0000-4300	174.16
					Total :	348.33
227955	8/15/2022	888356 ADVANCED AUTO REPAIR	1571		VEHICLE BODY REPAIR DUE TO TC - F	
				12676	041-320-0225-4400	13,246.83
					Total :	13,246.83
227956	8/15/2022	892271 ALL STAR ELITE SPORTS	3028		SPORTS UNIFORMS & SHIRTS	
				12699	017-420-1330-4300	1,196.14
					Total :	1,196.14
227957	8/15/2022	893813 ALMANZA, LAURAMARIE C	REIMB.		SENIOR BINGO PRIZES	
					004-2346	61.98
					Total :	61.98
227958	8/15/2022	893441 ARAMARK REFRESHMENT SERVICES	12657292		EMPLOYEE BREAKROOM SUPPLIES	
					001-222-0000-4300	464.39
					Total :	464.39
227959	8/15/2022	894202 ARNONE, ANGELA	33-0985-08		WATER ACCT REFUND-623 CORONEL	
					070-2010	20.92
					Total :	20.92
227960	8/15/2022	102530 AT & T	818-270-2203		PD NETWORK LINE 07/07/22-08/06/22	
					001-222-0000-4220	242.71
					Total :	242.71
227961	8/15/2022	892412 AT&T MOBILITY	287297930559X0710202		MDT MODEMS-PD UNITS-JUNE 2022	
					001-222-0000-4220	927.99
					Total :	927.99
227962	8/15/2022	101709 AV EQUIPMENT RENTAL INC.	267018		MISC SUPPLIES	
					070-383-0000-4300	120.40
					Total :	120.40

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227963	8/15/2022	892784 BARAJAS, MARIA BERENICE	JULY 2022		FITNESS CLASS INSTRUCTOR	
				12683	017-420-1337-4260	735.00
					Total :	735.00
227964	8/15/2022	891301 BERNARDEZ, RENATE Z.	648		INTERPRETATION SERVICES CC MTG-	
					001-101-0000-4270	150.00
					Total :	150.00
227965	8/15/2022	888800 BUSINESS CARD	060322		ERRONEOUS CHARGE	
			060422		001-105-0000-4300	26.99
			062722		ERRONEOUS CHARGE	
					001-105-0000-4300	79.56
			063022-1		INMATE/JAIL SUPPLIES	
					001-225-0000-4350	238.90
			063022-1		SOLAR LIGHT FIXTURES	
					027-344-0000-4300	407.90
			063022-1		COMMUNITY EVENT PERMIT	
					001-101-0000-4260	1,462.00
			063022-2		COMMUNITY EVENT PERMIT	
					001-101-0000-4260	32.46
			063022-4		SHREDDER	
					001-130-0000-4300	386.97
			070122		COMMUNITY EVENT PERMIT	
					001-424-1386-4260	472.00
			070122		FINANCE CHARGES ADJ	
					001-190-0000-4435	-2.43
			070122-1		COMMUNITY EVENT PERMIT	
					001-424-1386-4260	12.74
			070222		CITY EMAIL-JULY 2022	
					001-135-0000-4260	1,689.28
			070522		RED DOT PROG	
					001-222-0000-4300	146.33
			070622		RED DOT PROG	
					001-222-0000-4300	30.10
			070622		ANNUAL SUBSCRIPTION	
					001-420-0000-4380	99.95
			070622		HOLIDAY CARDS	

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227965	8/15/2022	888800 BUSINESS CARD	(Continued)			
			070722		001-422-0000-4300 FARADAY BAGS	245.65
			070722		001-222-0000-4300 ERRONEOUS CHARGE	628.08
			070822		001-105-0000-4300 DAY CAMP TRIP	403.44
			070822-1		017-420-1399-4300 REPL MOWER DRIVE BELT	1,525.89
			070822-2		043-390-0000-4300 REPL MOWER DRIVE BELT	19.83
			070822-3		043-390-0000-4300 REPL MOWER DRIVE BELT	37.45
			071022		043-390-0000-4300 SUPPLIES FOR FAMILY HIKE EVENT	42.96
			071322		110-422-3691-4310 MOVIE MATINEE	44.09
			071322		001-422-0000-4300 SUPPLIES-ART PROGRAM	11.58
			071322		001-422-0000-4300 CERTIFICATE JACKETS	43.30
			071322		001-101-0000-4300 FRAMES	539.75
			071422		001-101-0000-4300 SUPPLIES FOR EVIDENCE ROOM & JA	94.65
			071722		001-222-0000-4300 ANNUAL SUBSCRIPTION	122.62
			071822		001-105-0000-4380 SUPPLIES FOR SENIOR CLUB EVENTS	240.00
			071822		004-2380 RECRUITMENT ADV-WTR OPS MANAG	1,705.91
			071822		001-106-0000-4230 RECRUITMENT ADV-WTR OPS MANAG	100.00
			071822		001-106-0000-4230 RECRUITMENT ADV-WTR OPS MANAG	399.00
			071822		001-106-0000-4230 DINNER FOR CC & STAFF-CC MTG 07/1	305.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227965	8/15/2022	888800 BUSINESS CARD	(Continued)			
			071922		001-101-0000-4300 SUPPLIES FOR FAMILY HIKE EVENT	143.33
			071922		110-422-3691-4310 GROUP WINE TASTING TOUR (SENIOR)	44.09
			071922-1	12673	004-2383 NEW COFFEE CART FOR SR CLUB	2,715.30
			071922-2		017-420-1327-4300 TENNIS NETS	314.21
			072122-1		017-420-1327-4300 RGSTR-2022 ICA SUMMER SEMINAR	265.94
			072122-2		001-105-0000-4370 RGSTR-2022 ICA SUMMER SEMINAR	950.00
			072222		001-101-0104-4370 LODGING DEP-EXEC STAFF STRATEGI	950.00
			072222		001-105-0000-4270 PIZZA-MOVIE NIGHT EVENT	2,000.00
			072222-1		004-2385 COFFEE MACHINE WARRANTY	324.33
			072222-2		001-222-0000-4300 COFFEE MACHINE-PD	105.99
			072422		001-222-0000-4300 SUPPLIES-SENIOR CLUB CELEBRATIO	934.42
			072422		004-2346 ERROR CHARGE REFUND	36.64
			072522		001-105-0000-4300 SUPPLIES-CITY COUNCIL	-167.26
			072822		001-101-0000-4300 SIGNS-"NO DUMPNG"	79.54
			072922		001-311-0000-4300 FINANCE CHARGES	110.10
					001-190-0000-4435	367.68
					Total :	20,766.26
227966	8/15/2022	100464 C.A.P.E.	10909		RGSTR-ONE DAY TRAINING-PROPERT	
					001-222-0000-4370	52.00

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Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227966	8/15/2022	100464 100464 C.A.P.E.	(Continued)			Total : 52.00
227967	8/15/2022	887810 CALGROVE RENTALS, INC.	157913-1		MISC SUPPLIES 070-383-0000-4260	97.28
					Total :	97.28
227968	8/15/2022	889056 CALLEROS, MARIA	REIMB.		MMAP TRIP 001-424-0000-4430	291.75
					Total :	291.75
227969	8/15/2022	887264 CALPERS	100000016886676		GASB-68 REPORTS & SCHEDULE FEE\$ 018-190-0000-4450	2,450.00
					Total :	2,450.00
227970	8/15/2022	893821 CAPITAL ONE TRADE CREDIT	50561492		SAFETY VESTS 070-384-0000-4300	481.65
					Total :	481.65
227971	8/15/2022	103948 CDW GOVERNMENT, INC.	Z209170	12655	COMPUTER FOR PUBLIC WORKS DIRE 001-310-0000-4310	1,235.67
			Z272684	12655	COMPUTER FOR PUBLIC WORKS DIRE 001-310-0000-4310	238.90
					Total :	1,474.57
227972	8/15/2022	894010 CHARTER COMMUNICATIONS	0010369071822		PD CABLE SERVICES-07/18-08/17 001-222-0000-4260	224.98
			0010518062922		REC PARK CABLE-07/29-08/28 001-420-0000-4260	251.26
			196309062322		INTERNET SERVICES-07/23-08/22 001-190-0000-4220	1,399.00
					Total :	1,875.24
227973	8/15/2022	890893 CITY OF SAN FERNANDO	AUG 2022 (FY2022)		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	8,483.79
			AUG 2022 (FY2023)		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	8,483.78
					Total :	16,967.57

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227974	8/15/2022	892687 CORE & MAIN LP	R075030		WATER & FIRE SERVICE LINE MATERI/	
				12471	070-385-0701-4600	325.99
			R102286		WATER & FIRE SERVICE LINE MATERI/	2,894.73
				12471	070-385-0701-4600	Total : 3,220.72
227975	8/15/2022	894201 CURIEL, FRANCISCO	58-2958-06		WATER ACCT REFUND-1421 GRIFFITH	
					070-2010	42.68
					Total :	42.68
227976	8/15/2022	892888 CWE	22348		REGIONALPARK INFILTRATION PROJEI	
				12523	010-310-0620-4600	73,018.03
					Total :	73,018.03
227977	8/15/2022	891425 DIAZ, MARISOL	REIMB.-FY2022		MILEAGE REIMB.-VARIOUS LOCATION	
					001-420-0000-4390	13.10
			REIMB.-FY2022-1		SUPPLIES FOR SR CLUB FATHER'S DA	
					004-2346	124.55
					001-422-0000-4300	17.56
			REIMB.-FY2023		SUPPLIES-CAMPING TRIP EVENT & MII	
					110-422-3691-4310	153.07
					001-422-0000-4300	80.41
					001-420-0000-4390	27.13
		REIMB.-FY2023-1		CAKE FOR MONTHLY SENIOR BDAYS		
				004-2346	31.98	
				Total :	447.80	
227978	8/15/2022	100960 DIEDIKER, VIRGINIA	APRIL-JUNE 2022		MMAP PROJECT ASSISTANT	
				12705	004-2359	1,200.00
			JAN-FEB 2022		MMAP PROJECT ASSISTANT	
				12705	004-2359	1,957.50
			MARCH 2022		MMAP PROJECT ASSISTANT	
				12705	004-2359	1,155.00
		OCT-DEC 2021		MMAP PROJECT ASSISTANT		
			12705	004-2359	1,440.00	
				Total :	5,752.50	

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227979	8/15/2022	887380 DUENAS, MARIA CONCEPCION	118	12706	MMAP PROJECT ASSISTANT-FEB & MA 004-2359	585.00 585.00
227980	8/15/2022	893129 EL SALTARIN	551951		TAMALES-SR CLUB DANCE 004-2380	594.00 594.00
227981	8/15/2022	889810 EMERGENCY RESPONSE	T2022-362		BIOHAZARD CLEANUP 001-222-0000-4270	850.00 850.00
227982	8/15/2022	103851 EVERSOF, INC.	R2275613		WATER SOFTNER-WELL 2A 070-384-0000-4260	96.62 96.62
227983	8/15/2022	890377 F & F SIGNS	00415		PARKING LOT 3 PUBLIC PARKING SIGI 029-335-0000-4300	493.42 493.42
227984	8/15/2022	893800 FAJARDO, JOANNE	JUNE 2022		ZUMBA INSTRUCTOR 017-420-1322-4260	360.00 360.00
227985	8/15/2022	101147 FEDEX	7-826-91921		COURIER SERVICES 001-190-0000-4280	95.15 95.15
227986	8/15/2022	893029 FERGUSON WATERWORKS #1083	0805838		MISC SUPPLIES-WATER 070-383-0000-4310	2,256.48 2,256.48
227987	8/15/2022	893956 FLEMING, MONICA M.	JULY 2022		ZUMBA INSTRUCTOR 017-420-1337-4260	112.00 112.00
227988	8/15/2022	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER PHONE LINE-07/28-08/27 070-384-0000-4220	46.51
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227988	8/15/2022	892198 FRONTIER COMMUNICATIONS	(Continued) 209-151-4939-102990		MUSIC CHANNEL-07/28-08/27 001-190-0000-4220	42.32
			209-188-4361-031792		RCS PHONE LINES 07/28-08/27 001-420-0000-4220	124.01
			209-188-4362-031792		POLICE PHONE LINES 07/28-08/27 001-222-0000-4220	647.42
			209-188-4363-031892		VARIOUS PHONE LINES 07/28-08/27 001-190-0000-4220	87.85
					070-384-0000-4220	295.75
					001-420-0000-4220	288.50
			818-361-6728-080105		ENGINEERING FAX LINE 07/22-08/21 001-310-0000-4220	39.13
			818-365-5097-120298		POLICE NARCOTICS VAULT PHONE 001-222-0000-4220	38.88
			818-837-1509-032207		PW PHONE LINE 07/25-08/24 001-190-0000-4220	39.13
			818-838-4969-021803		PD ALARM PANEL PHONE LINE 07/28-0 001-222-0000-4220	126.76
					Total :	1,776.26
227989	8/15/2022	893953 GALE, PAUL JOHN	JULY 2022	12702	SHOTOKAN KARATE CLASSES 017-420-1326-4260	504.00 504.00
227990	8/15/2022	887249 GALLS, LLC	021587524		UNIFORM ACCESSORIES 001-222-0000-4300	23.29
			021587525		UNIFORM ACCESSORIES 001-222-0000-4300	29.58
					Total :	52.87
227991	8/15/2022	894008 GMU PAVEMENT ENGINEERING	61792	12624	ON CALL PAVEMENT DESIGN SERVICE 032-311-0182-4600	40,000.00
				12624	025-311-0182-4600	1,159.00
				12624	012-311-0182-4600	2,104.00
			62099	12624	ON CALL PAVEMENT DESIGN SERVICE 012-311-0182-4600	5,781.75
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227991	8/15/2022	894008 894008 GMU PAVEMENT ENGINEERING	(Continued)				Total : 49,044.75	
227992	8/15/2022	893344 GRAND ELECTRICAL SUPPLY	200459		LIGHTS-PARKING LOT 4 029-335-0000-4300	157.77	Total : 157.77	
227993	8/15/2022	894051 HARDY AND HARPER, INC.	48570		PICO STREET IMPROVEMENTS 012-311-0182-4600	0.45		
				12648	026-311-0182-4600	3,823.30		
				12648	012-311-0182-4600	25,829.35		
					012-2037	-1,291.49		
			48589		026-2037	-191.17		
				12648	PICO STREET IMPROVEMENTS 026-311-0182-4600	3,387.05		
					026-2037	-169.35		
					Total :	31,388.14		
227994	8/15/2022	894205 HIGAREDA, ISELA	828815		FACILITY RENTAL REFUND 001-2220	150.00	Total : 150.00	
227995	8/15/2022	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN019203		COVID-19 RELIEF & ECONOMIC RECO ^N 121-190-3689-4270	645.00	Total : 645.00	
227996	8/15/2022	894199 HUERTA, MARISOL	62-1320-00		WATER ACCT REFUND-552 HARDING 070-2010	15.60	Total : 15.60	
227997	8/15/2022	101599 IMAGE 2000 CORPORATION	536665		VARIOUS COPIER MAINT CONTRACT-0 001-135-0000-4260	1,406.54		
					072-360-0000-4450	42.85		
					001-135-0000-4260	46.56		
					Total :	1,495.95		
227998	8/15/2022	893804 INDUSTRIAL SHOEWORCS	1100-1312091		SAFETY BOOTS 072-360-0000-4310	200.00		
			1100-1313863		SAFETY BOOTS			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
227998	8/15/2022	893804 INDUSTRIAL SHOEWORCS	(Continued)				
			1100-1314187		070-383-0000-4310 SAFETY BOOTS	145.53	
					072-360-0000-4310	100.00	
					Total :	445.53	
227999	8/15/2022	894003 INVERIS TRAINING SOLUTIONS INC	996682	12608	VIRTUAL REALITY TRAINING SIMULATC 010-220-3602-4500	51,018.00	
					Total :	51,018.00	
228000	8/15/2022	894144 JIMENEZ, DAVID	JULY-AUG 2022		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	180.00	
					Total :	180.00	
228001	8/15/2022	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-29	12145	UPPER RESERVOIR REPL CONSTR. MI 010-385-0716-4600	1,683.56	
				12145	070-385-0716-4600	34,465.19	
					Total :	36,148.75	
228002	8/15/2022	893885 JOHNNY ALLEN TENNIS ACADEMY	JULY 2022	12703	SERVICES FOR TENNIS PROGRAM 017-420-1327-4260	742.00	
					Total :	742.00	
228003	8/15/2022	889503 JTB SUPPLY COMPANY, INC.	110616		LED TRAFFIC LIGHTS 001-370-0000-4300	943.18	
					Total :	943.18	
228004	8/15/2022	101971 L.A. MUNICIPAL SERVICES	657-750-1000-FY22		ELECTRIC & WATER-14060 SAYRE 070-384-0000-4210	1,182.83	
			657-750-1000-FY23		ELECTRIC & WATER-14060 SAYRE 070-384-0000-4210	1,182.82	
					Total :	2,365.65	
228005	8/15/2022	101852 LARRY & JOE'S PLUMBING	2231954-0001-02		ARROYO BOOSTER PARTS 070-384-0000-4310	469.90	
			2232165-0001-02		MATLS FOR FOUNTAIN REPAIRS 043-390-0000-4300	16.24	
			2232670-0001-02		MATLS FOR REPAIRS		

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228005	8/15/2022	101852 LARRY & JOE'S PLUMBING	(Continued)		043-390-0000-4300	5.46
					Total :	491.60
228006	8/15/2022	894197 LIBRARY ST LLC	56-1220-06		WATER ACCT REFUND-539 LIBRARY 070-2010	118.21
			56-1230-05		WATER ACCT REFUND-549 LIBRARY 070-2010	0.53
					Total :	118.74
228007	8/15/2022	101920 LIEBERT CASSIDY WHITMORE	222258		LEGAL SERVICES	
			222259		001-112-0000-4270 LEGAL SERVICES	1,633.50
			222260		001-112-0000-4270 LEGAL SERVICES	14,844.87
			222261		001-112-0000-4270 LEGAL SERVICES	5,522.00
			222262		001-112-0000-4270 LEGAL SERVICES	1,976.00
			222263		001-112-0000-4270 LEGAL SERVICES	38.00
					001-112-0000-4270	570.00
					Total :	24,584.37
228008	8/15/2022	893403 LLAMAS, SUZANNE	REIMB.		EVENT SUPPLIES-ED. COMMISSION	
					001-115-0000-4450	152.10
					Total :	152.10
228009	8/15/2022	101974 LOS ANGELES COUNTY	JUNE 2022	12526	ANIMAL CARE & CONTROL SERVICES	
					001-190-0000-4260	8,214.58
					Total :	8,214.58
228010	8/15/2022	892477 LOWES	1053		MATL'S-RELOCATION OF PD WATER F	
			1300		043-390-0000-4300 PAINTING MATL'S	128.84
			1840		043-390-0000-4300 ELECTRICAL PLATES	26.00

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228010	8/15/2022	892477 LOWES	(Continued)		043-390-0000-4300	31.07
			1990		DOLLIES	
					043-390-0000-4300	318.77
					Total :	504.68
228011	8/15/2022	889127 MAINTENANCE SUPERINTENDENTS	FY22-23-1		NEW MEMBERSHIP	
			FY22-23-2		043-390-0000-4360 MEMBERSHIP RENEWAL	75.00
					043-390-0000-4360	75.00
					Total :	150.00
228012	8/15/2022	888254 MCCALLA COMPANY	051068	12684	DISPOSAL GLOVES & PROTECTIVE SU	
					001-222-0000-4300	326.04
					Total :	326.04
228013	8/15/2022	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
			7DL39365		007-440-0441-4220	37.63
					ALARM PHONE LINE-1100 PICO	
					001-420-0000-4220	36.97
					Total :	74.60
228014	8/15/2022	893200 MCKESSON MEDICAL-SURGICAL	19612899		INMATE SUPPLIES	
			19633742		001-225-0000-4350 MEDICATIONS	27.39
			19634510		001-225-0000-4350 HAND SANITIZER	21.18
			19634513		001-222-3689-4300 MEDICAL SUPPLIES	462.14
			19635715		001-225-0000-4350 MEDICATIONS	13.04
					001-225-0000-4350	9.45
					Total :	533.20
228015	8/15/2022	893442 MENDOZA, MARY	REIMB.		WELLNESS REIMBURSEMENT	
			REIMB.-2		001-101-0107-4140 WELLNESS REIMBURSEMENT	430.00

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228015	8/15/2022	893442 MENDOZA, MARY	(Continued)			
			REIMB.-3		001-101-0107-4140 CONF TRANSPORT-NALEO ANNUAL CC 001-101-0107-4370	24.00 59.10
					Total :	513.10
228016	8/15/2022	102148 METROPOLITAN WATER DISTRICT	10832		WATER DELIVERED-JUNE 2022 070-384-0000-4450	263,004.30
					Total :	263,004.30
228017	8/15/2022	892140 MICHAEL BAKER	1152413		CDBG ADMINISTRATIVE & LABOR COM	
				11886	026-311-0182-4260	499.00
				11886	026-420-0185-4270	525.00
				11886	026-311-0182-4260	4,811.00
					Total :	5,835.00
228018	8/15/2022	894204 MIRZAKHANIAN, TADEH	60-0396-04		WATER ACCT REFUND-433 NEWTON 070-2010	9.23
					Total :	9.23
228019	8/15/2022	102226 MISSION LINEN SUPPLY	517347423		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	116.16
			517364237		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	128.32
			517377941		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	116.16
			5174004927		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	128.32
			517428912		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	93.64
			517447883		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	140.41
			517468529		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	122.31
			517495269		LAUNDRY SERVICE FOR PD	
				12685	001-225-0000-4350	128.32
			517515380		LAUNDRY SERVICE FOR PD	

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228019	8/15/2022	102226 MISSION LINEN SUPPLY	(Continued)			
				12685	001-225-0000-4350	106.78
					Total :	1,080.42
228020	8/15/2022	893362 MONTOYA, JOSEFA	831299		SENIOR TRIP REFUND-NAPA TRIP 004-2383	90.00
					Total :	90.00
228021	8/15/2022	893803 MORAN, IVAN	REIMB.		ACADEMY UNIFORMS & SUPPLIES	
					001-222-0000-4300	628.74
					Total :	628.74
228022	8/15/2022	894208 MYSAFE:LA	INV-15072		ANTI-FIREWORK BANNER	
					001-250-0000-4300	1,128.00
					Total :	1,128.00
228023	8/15/2022	102325 NAPA AUTO PARTS	6410-103891		MISC SUPPLIES	
					070-383-0000-4300	7.38
			6410-105097		MISC SUPPLIES	
					070-383-0000-4310	19.47
			6410-105330		MISC SUPPLIES	
					070-383-0000-4340	175.56
					Total :	202.41
228024	8/15/2022	893348 NCSI	24028		BACKGROUND CHECKS	
					017-420-1337-4260	18.50
					017-420-1328-4260	18.50
					Total :	37.00
228025	8/15/2022	893405 NEW HORIZON	1926265		LP PHONE SEVICE-AUG 2022	
					001-420-0000-4220	320.95
					Total :	320.95
228026	8/15/2022	894100 ODP BUSINESS SOLUTIONS , LLC	249511366002		OFFICE SUPPLIES	
					070-381-0000-4300	12.25
			251375980001		OFFICE SUPPLIES	
					001-222-0000-4300	101.10
			254901208001		OFFICE SUPPLIES	

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228026	8/15/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			255111790001		070-383-0000-4300 OFFICE SUPPLIES	190.61
			255757382001		001-222-0000-4300 OFFICE SUPPLIES	261.66
			255758443001		001-422-0000-4300 OFFICE SUPPLIES	169.66
			255969336001		001-420-0000-4300 OFFICE SUPPLIES	3.80
			255969337001		001-420-0000-4300 OFFICE SUPPLIES	341.81
			255969338001		001-420-0000-4300 OFFICE SUPPLIES	479.86
			256068061001		001-420-0000-4300 OFFICE SUPPLIES	26.44
			256070196001		001-310-0000-4300 OFFICE SUPPLIES	52.30
			256712008001		001-310-0000-4300 OFFICE SUPPLIES	6.64
			256803771001		001-310-0000-4300 OFFICE SUPPLIES	702.23
			257313398001		001-310-0000-4300 OFFICE SUPPLIES	46.28
			257605440001		001-222-0000-4300 OFFICE SUPPLIES	150.89
			257605444001		001-222-0000-4300 OFFICE SUPPLIES	108.11
					001-222-0000-4300	109.49
					Total :	2,763.13
228027	8/15/2022	894160 OLIVARES, JULIO	070822	12696	FITNESS CLASS INSTRUCTOR (SUB)	
					017-420-1337-4260	25.00
					Total :	25.00
228028	8/15/2022	894123 OLIVAREZ MADRUGA LAW	19477		LEGAL SERVICES	
			19693		001-110-0000-4270 LEGAL SERVICES	33,122.97

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228028	8/15/2022	894123 OLIVAREZ MADRUGA LAW	(Continued)			
			19826		001-110-0000-4270 LEGAL SERVICES	24,717.00
					070-110-0000-4270	189.00
					001-110-0000-4270	10,396.00
					Total :	68,424.97
228029	8/15/2022	893258 OMNIGO SOFTWARE	I-OS012268	12686	SOFTWARE FOR CAD, RMS AND MOBII	
			I-OS12388	12686	001-135-0000-4260 SOFTWARE FOR CAD, RMS AND MOBII	24,792.01
					010-225-3698-4500	2,219.29
					Total :	27,011.30
228030	8/15/2022	892360 PARKING COMPANY OF AMERICA	INVM0016853	12512	PUBLIC TRANSPORTATION SERVICES	
				12512	007-440-0442-4260	10,803.95
					008-313-0000-4260	44,483.00
					Total :	55,286.95
228031	8/15/2022	890324 PEREZ MONTELONGO, JUAN	0722	12687	REFEREE AND SCORE KEEPING SERV	
					017-420-1328-4260	2,423.20
					Total :	2,423.20
228032	8/15/2022	889545 PEREZ, MARIBEL	REIMB.		SUPPLIES-BASEBALL PROG	
					017-420-1330-4300	110.22
					Total :	110.22
228033	8/15/2022	102688 PROFESSIONAL PRINTING CENTERS	20177	12519	PURCHASE OF PRE-PRINTED FORMS	
			20187	12519	001-190-0000-4267 PURCHASE OF PRE-PRINTED FORMS	744.19
				12519	070-382-0000-4300	330.75
				12519	072-360-0000-4300	330.75
					Total :	1,405.69
228034	8/15/2022	102738 QUINTERO ESCAMILLA, VIOLETA	JULY 2022	12689	SENIOR MUSIC CLASS INSTRUCTOR	
					017-420-1323-4260	180.00
					Total :	180.00
228035	8/15/2022	102803 RED WING SHOE STORE	41299		WORK BOOTS	

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228035	8/15/2022	102803 RED WING SHOE STORE	(Continued)		027-344-0000-4300	232.67
					Total :	232.67
228036	8/15/2022	102855 RIO HONDO COLLEGE	S22-230-ZSFN		REG-PHYSICAL FITNESS COURSE	
					001-225-0000-4360	25.00
					Total :	25.00
228037	8/15/2022	894207 RIOS, DAVID	AUG 2022		ENTERTAINMENT-SUMMER CONCERT	
					001-424-0000-4260	2,000.00
					Total :	2,000.00
228038	8/15/2022	894200 RODRIGUEZ, DANIEL	39-2490-00		WATER ACCT REFUND-723 N LAZARD	
					070-2010	12.32
					Total :	12.32
228039	8/15/2022	890362 RTB BUS LINE	22-198		DAY CAMP FIELD TRIP	
					007-440-0443-4260	1,996.00
					Total :	1,996.00
228040	8/15/2022	892856 SALAS, JUAN	REIMB.		(15) PIZZAS FOR SUMMER MOVIE NIG	
					004-2385	124.59
					Total :	124.59
228041	8/15/2022	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		DINNER PROVIDED FOR MALL PATROL	
					001-226-0230-4430	153.08
					Total :	153.08
228042	8/15/2022	103051 SAN FERNANDO POLICE	FY22-23		CIF 2022 NATIONAL NIGHT OUT EVENT	
					053-101-0101-4430	500.00
					053-101-0107-4430	500.00
					Total :	1,000.00
228043	8/15/2022	103057 SAN FERNANDO VALLEY SUN	11595		PH-ENERGY EFFICIENCY IMPV-WILLD#	
			11597		001-115-0000-4230	111.38
			11599		NIB-PACOIMA WASH PROJ	
					001-115-0000-4230	391.50
					PH-TENTATIVE TRACT MAP 2022-001 (1	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228043	8/15/2022	103057 SAN FERNANDO VALLEY SUN	(Continued)		001-115-0000-4230	118.13
			11605		LEGAL PUBL-2ND READING ORD NO.	
			11616		001-115-0000-4230	74.25
					NIB-PEDESTRIAN FENCING GLENOAK	
					001-115-0000-4230	101.25
					Total :	796.51
228044	8/15/2022	103184 SMART & FINAL	0026		DAY CAMP SUPPLIES	
			0027		017-420-1399-4300	121.43
			0051		REFRESHMENTS	
			0082		001-424-0000-4300	132.67
			0097		ITEMS FOR CALLES VERDES EVENT	
			0153		001-310-0000-4300	49.53
			0348		OFFICE SUPPLIES	
			0410		001-420-0000-4300	42.31
			0420		REFRESHMENTS	
					001-424-0000-4300	25.12
					ITEMS FOR MOVIE NIGHT	
					004-2385	54.93
					TBC SNACKS-SUMMER MOVIE NIGHTS	
					004-2391	194.73
					ITEMS FOR MOVIE NIGHT	
					001-424-0000-4300	246.99
					ICE-MOVIE NIGHT	
					001-424-0000-4300	25.38
					Total :	893.09
228045	8/15/2022	894196 SOTO, DEXI	52-2625-00		WATER ACCT REFUND-1616 SEVENTH	
					070-2010	36.31
					Total :	36.31
228046	8/15/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	10,418.15
					029-335-0000-4210	2,584.32
					043-390-0000-4210	10,337.00
					070-384-0000-4210	19,596.29

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228046	8/15/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		074-320-0000-4210	6,661.39
					Total :	49,597.15
228047	8/15/2022	894203 SPETH, LELAND	41-0665-09		WATER ACCT REFUND-758 CORK 070-2010	6.03
					Total :	6.03
228048	8/15/2022	889149 STAPLES BUSINESS ADVANTAGE	3513326464		BREAK ROOM SUPPLIES 001-190-0000-4300	218.26
					Total :	218.26
228049	8/15/2022	893966 TAUBER, TREVOR	TRAVEL		PER DIEM-ONE DAY TRAINING-PROPE 001-222-0000-4370	30.00
					Total :	30.00
228050	8/15/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	1111194		PAINT 043-390-0000-4300	228.21
			2120248		MISC TOOLS 070-384-0000-4340	338.32
			4125045		MISC SUPPLIES 070-383-0000-4310	163.90
			4340245		MISC SUPPLIES 070-383-0000-4310	122.91
			7016009		MISC SUPPLIES 070-384-0000-4330	359.47
			7094073		MISC TOOLS 070-383-0000-4340	425.64
			8120784		SMALL TOOL 070-383-0000-4340	219.40
			8120792		MISC TOOLS 070-383-0000-4340	121.21
					Total :	1,979.06
228051	8/15/2022	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS 001-420-0000-4220	29.40
					001-152-0000-4220	19.74

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228051	8/15/2022	892525 892525 T-MOBILE	(Continued)			Total : 49.14
228052	8/15/2022	893504 TOWN HALL STREAMS, LLC	14188		AUGUST STREAMING SERVICES 001-115-0000-4260	175.00
					Total :	175.00
228053	8/15/2022	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		REIMBURSEMENT OF POSTAGE MACH 001-190-0000-4280	1,500.00
					Total :	1,500.00
228054	8/15/2022	103445 UNDERGROUND SERVICE ALERT	22-2300400		CA STATE FEE FRO REGULATOR COST 070-381-0000-4260	32.42
			720220692		(48) SNF01 NEW TICKET CHARGES 070-381-0000-4260	94.00
					Total :	126.42
228055	8/15/2022	893180 URENA, RAQUEL	REIMB.		CUPS FOR SR CLUB DANCE-07/16/22 004-2380	86.45
					Total :	86.45
228056	8/15/2022	894206 URIBE, KARLA	831338		DAY CAMP REFUND 017-3770-1399	125.00
					Total :	125.00
228057	8/15/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_6/09-7/08	12379	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	770.00
					Total :	770.00
228058	8/15/2022	893647 VALEO NETWORKS	19668		MAY'22-IT MANAGEMENT SERVICES (V 001-135-0000-4270	623.30
			19669	12492	MAY'22-INFORMATION TECHNOLOGY M 001-135-0000-4270	10,083.00
			19931	12492	JUNE'22-INFORMATION TECHNOLOGY 001-135-0000-4270	10,083.00
			19932	12492	JUNE'22-IT MANAGEMENT SERVICES (V 001-135-0000-4270	624.00
					Total :	21,413.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228059	8/15/2022	892081 VERIZON BUSINESS SERVICES	72288421		MPLS PORT ACCESS & ROUTER-PD 001-222-0000-4220	1,054.33
					Total :	1,054.33
228060	8/15/2022	889627 VERIZON CONFERENCING	Z8365320		COMFERENCE CALLS-JUNE 2022 001-190-0000-4220	8.96
					Total :	8.96
228061	8/15/2022	100101 VERIZON WIRELESS-LA	9911326932		MDT MODEMS-PD UNITS 001-222-0000-4220	712.64
			9911713364		PD & CE CELL PHONE PLANS 001-222-0000-4220	315.27
					001-152-0000-4220	190.05
			9912004467		VARIOUS CELL PHONE PLANS 001-222-0000-4220	662.77
					070-384-0000-4220	30.88
			9912015932		CITY YARD CELL PHONE PLANS 070-384-0000-4220	204.20
					043-390-0000-4220	25.53
					041-320-0000-4220	25.53
					072-360-0000-4220	35.27
					Total :	2,202.14
228062	8/15/2022	894027 WATERLOGIC AMERICA	1637234		DRINKING WATER 001-222-0000-4300	99.23
					Total :	99.23
228063	8/15/2022	890970 WEX BANK	82679703		FUEL FOR FLEET 041-320-0152-4402	250.43
					041-320-0221-4402	535.29
					041-320-0222-4402	207.37
					041-320-0224-4402	2,609.93
					041-320-0225-4402	9,217.82
					041-320-0228-4402	398.91
					041-320-0311-4402	706.75
					041-320-0320-4402	133.41
					041-320-0346-4402	2.00

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228063	8/15/2022	890970 WEX BANK	(Continued)		041-320-0370-4402	1,665.42
					041-320-0390-4402	1,899.17
					007-313-3630-4402	179.19
					029-335-0000-4402	201.91
					070-381-0000-4402	65.11
					070-382-0000-4402	630.66
					070-383-0000-4402	1,738.61
					070-384-0000-4402	779.25
					072-360-0000-4402	295.48
					Total :	21,516.71
228064	8/15/2022	889491 WILLDAN FINANCIAL SERVICES	010-51918	12665	COST ALLOCATION SERVICES 001-190-0000-4270	1,442.00
					Total :	1,442.00
228065	8/15/2022	892023 WINDSTREAM	74965777-FY22		PHONE SERVICES-06/17/22-06/30/22 001-222-0000-4220	678.16
					001-420-0000-4220	404.01
					070-384-0000-4220	436.41
					001-190-0000-4220	717.26
			74965777-FY23		PHONE SERVICES-07/01/22-07/31/22 001-222-0000-4220	678.16
					001-420-0000-4220	404.00
					070-384-0000-4220	436.40
					001-190-0000-4220	717.25
					Total :	4,471.65
228066	8/15/2022	893933 WITHERSPOON INDUSTRIES INC	372064		BASEBALL STORAGE UNIT 017-420-1330-4260	82.00
					Total :	82.00
228067	8/15/2022	893867 YOUTH EVOLUTION ACTIVITIES	JULY 2022	12704	BASKETBALL AND SOCCER CLINICS 017-420-1328-4260	717.50
				12704	017-420-1332-4260	973.00
					Total :	1,690.50

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228068	8/15/2022	894164 YUNEX LLC	5610280404		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0564-4300	8,175.00
			5610280951		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0564-4300	9,585.00
			5610280995		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0564-4300	9,585.00
			5610280996		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0564-4300	2,100.00
			5610281072		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0301-4300	6,300.00
			5620039748		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0301-4300	4,205.56
			5620040233		ON-CALL TRAFFIC SIGNAL MAINT. SER	
				12681	001-371-0564-4300	5,912.59
					Total :	45,863.15
228069	8/15/2022	103752 ZUMAR INDUSTRIES, INC.	97289		SIGN "DRINKING WATER RESERVOIR"	
					070-385-0716-4600	348.60
					Total :	348.60
116 Vouchers for bank code : bank3						Bank total : 954,723.03
116 Vouchers in this report						Total vouchers : 954,723.03

Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227949	7/29/2022	891825 UNITED STATES TREASURY	APRIL-JUNE 2022		EXCISE TAX QRTL PYMNT-06/30/22 074-320-0000-4457	2,875.76
Total :						2,875.76
1 Vouchers for bank code : bank3						Bank total : 2,875.76
1 Vouchers in this report						Total vouchers : 2,875.76

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227953	8/1/2022	893115 P.E.R.S. CITY RETIREMENT	100000016828631		EMPL CONTRIB VARIANCE-06/18-07/01	
					018-222-0000-4124	144.50
					018-224-0000-4124	108.37
					018-225-0000-4124	1,553.37
					Total :	1,806.24
1 Vouchers for bank code :		bank3			Bank total :	1,806.24
1 Vouchers in this report					Total vouchers :	1,806.24

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227950	8/1/2022	103648 CITY OF SAN FERNANDO	SPR 8-1-22		REIMB FOR SPECIAL PAYROLL W/E 8/1 043-1003	3,662.14
Total :						3,662.14
1 Vouchers for bank code : bank3						Bank total : 3,662.14
1 Vouchers in this report						Total vouchers : 3,662.14

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227951	8/5/2022	102519 P.E.R.S.	AUG 2022		HEALTH INS. BENEFITS-AUG 2022 001-1160	152,849.07
Total :						152,849.07
1 Vouchers for bank code : bank3						Bank total : 152,849.07
1 Vouchers in this report						Total vouchers : 152,849.07

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227952	8/4/2022	103648 CITY OF SAN FERNANDO	PR 8/5/22		REIMB FOR PAYROLL W/E 7/29/22	
					001-1003	550,524.04
					007-1003	2,035.44
					017-1003	12,499.97
					027-1003	2,093.57
					029-1003	2,302.17
					030-1003	4,057.20
					041-1003	7,481.22
					043-1003	22,214.52
					070-1003	45,240.47
					072-1003	14,962.76
					094-1003	144.09
					110-1003	1,408.97
					Total :	664,964.42
					Bank total :	664,964.42
					Total vouchers :	664,964.42

1 Vouchers for bank code : bank3

1 Vouchers in this report

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EXHIBIT "A"
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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227840	8/1/2022	100286 BAKER, BEVERLY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	145.65
					Total :	145.65
227841	8/1/2022	100916 DEIBEL, PAUL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227842	8/1/2022	101781 KISHITA, ROBERT	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
227843	8/1/2022	101926 LILES, RICHARD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227844	8/1/2022	102126 MARTINEZ, MIGUEL	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	570.78
					Total :	570.78
227845	8/1/2022	891031 ORTEGA, JIMMIE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227846	8/1/2022	891032 OTREMBA, EUGENE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
227847	8/1/2022	891354 RAMIREZ, ROSALINDA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
227848	8/1/2022	102940 RUIZ, RONALD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.87
					Total :	630.87
227849	8/1/2022	892782 TIGHE, DONNA	22-Aug		CALPERS HEALTH REIMB	

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227849	8/1/2022	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	153.53
					Total :	153.53
10 Vouchers for bank code : bank3						Bank total : 3,121.59
10 Vouchers in this report						Total vouchers : 3,121.59

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227850	8/1/2022	100042 ABDALLAH, ALBERT	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,385.79
					Total :	1,385.79
227851	8/1/2022	100091 AGORICHAS, JOHN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227852	8/1/2022	891039 AGUILAR, JESUS	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	456.06
					Total :	456.06
227853	8/1/2022	100104 ALBA, ANTHONY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
227854	8/1/2022	891011 APODACA-GRASS, ROBERTA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227855	8/1/2022	100260 AVILA, FRANK	22-Aug		CALPERS HEALTH REIMB 041-180-0000-4127	1,290.56
					Total :	1,290.56
227856	8/1/2022	100306 BARNARD, LARRY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	770.00
					Total :	770.00
227857	8/1/2022	100346 BELDEN, KENNETH M.	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,202.00
					Total :	1,202.00
227858	8/1/2022	892233 BUZZELL, CAROL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	145.65
					Total :	145.65
227859	8/1/2022	891350 CALZADA, FRANK	22-Aug		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227859	8/1/2022	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	440.30
					Total :	440.30
227860	8/1/2022	100642 CASTRO, RICO	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,577.74
					Total :	1,577.74
227861	8/1/2022	103816 CHAVEZ, ELENA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.87
					Total :	630.87
227862	8/1/2022	100752 COLELLI, CHRISTIAN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43
					Total :	1,722.43
227863	8/1/2022	891014 CREEKMORE, CASIMIRA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227864	8/1/2022	893711 DAVIS, JAMES	22-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	1,651.44
					Total :	1,651.44
227865	8/1/2022	100913 DECKER, CATHERINE	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	614.88
					Total :	614.88
227866	8/1/2022	100925 DELGADO, RALPH	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	440.30
					Total :	440.30
227867	8/1/2022	100960 DIEDIKER, VIRGINIA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227868	8/1/2022	100996 DRAKE, JOYCE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94

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Voucher List
 CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227868	8/1/2022	100996 100996 DRAKE, JOYCE	(Continued)			Total : 232.94
227869	8/1/2022	100995 DRAKE, MICHAEL	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	116.47 116.47 Total : 232.94
227870	8/1/2022	100997 DRAPER, CHRISTOPHER	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 Total : 1,722.43
227871	8/1/2022	101044 ELEY, JEFFREY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 Total : 1,745.00
227872	8/1/2022	891040 FISHKIN, RIVIAN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
227873	8/1/2022	101178 FLORES, ADRIAN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 Total : 1,410.74
227874	8/1/2022	101182 FLORES, MIGUEL	22-Aug		CALPERS HEALTH REIMB 043-180-0000-4127	1,410.74 Total : 1,410.74
227875	8/1/2022	892103 GAJDOS, BETTY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
227876	8/1/2022	891351 GARCIA, DEBRA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,546.42 Total : 1,546.42
227877	8/1/2022	891067 GARCIA, NICOLAS	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	873.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227877	8/1/2022	891067 891067 GARCIA, NICOLAS	(Continued)			Total : 873.31
227878	8/1/2022	101281 GARIBAY, SAUL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	4,566.96 Total : 4,566.96
227879	8/1/2022	101318 GLASGOW, KEVIN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 Total : 1,722.43
227880	8/1/2022	891020 GLASGOW, ROBERT	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	312.00 Total : 312.00
227881	8/1/2022	101333 GODINEZ, FRAZIER C.	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.66 Total : 1,878.66
227882	8/1/2022	101409 GUERRA, LAUREN E	22-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	630.87 Total : 630.87
227883	8/1/2022	891021 GUIZA, JENNIE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94
227884	8/1/2022	101415 GUTIERREZ, OSCAR	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
227885	8/1/2022	102896 GUZMAN, ROSA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 Total : 630.87
227886	8/1/2022	891352 HADEN, SUSANNA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	570.78 Total : 570.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227887	8/1/2022	101440 HALCON, ERNEST	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,312.00 1,312.00
227888	8/1/2022	891918 HARTWELL, BRUCE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88
227889	8/1/2022	101465 HARVEY, DAVID	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53
227890	8/1/2022	101466 HARVEY, DEVERY MICHAEL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00 1,124.00
227891	8/1/2022	101471 HASBUN, NAZRI A.	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 630.87
227892	8/1/2022	891023 HATFIELD, JAMES	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88
227893	8/1/2022	892104 HERNANDEZ, ALFONSO	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,080.65 1,080.65
227894	8/1/2022	891024 HOOKER, RAYMOND	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
227895	8/1/2022	893616 HOUGH, LOIS	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
227896	8/1/2022	101597 IBRAHIM, SAMIR	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	456.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227896	8/1/2022	101597 101597 IBRAHIM, SAMIR	(Continued)			456.06
227897	8/1/2022	101694 JACOBS, ROBERT	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	770.00 770.00
227898	8/1/2022	892105 KAHMANN, ERIC	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	456.06 456.06
227899	8/1/2022	101786 KLOTZSCHE, STEVEN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	917.50 917.50
227900	8/1/2022	891866 KNIGHT, DONNA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	146.52 146.52
227901	8/1/2022	892929 LEWIS, WANDA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
227902	8/1/2022	891043 LIEBERMAN, LEONARD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53
227903	8/1/2022	101933 LITTLEFIELD, LESLEY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
227904	8/1/2022	102045 LLAMAS-RIVERA, MARCOS	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,263.04 1,263.04
227905	8/1/2022	102059 MACK, MARSHALL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 630.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227906	8/1/2022	891010 MAERTZ, ALVIN	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	442.04 442.04
227907	8/1/2022	888037 MARTINEZ, ALVARO	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,565.12 1,565.12
227908	8/1/2022	102206 MILLER, WILMA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
227909	8/1/2022	102212 MIRAMONTES, MONICA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 1,410.74
227910	8/1/2022	102232 MIURA, HOWARD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
227911	8/1/2022	892106 MONTAN, EDWARD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
227912	8/1/2022	102365 NAVARRO, RICARDO A	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 440.30
227913	8/1/2022	102473 ORDELHEIDE, ROBERT	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,615.36 1,615.36
227914	8/1/2022	102483 OROZCO, ELVIRA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
227915	8/1/2022	102486 ORSINI, TODD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,191.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227915	8/1/2022	102486 102486 ORSINI, TODD	(Continued)			2,191.57
227916	8/1/2022	102569 PARKS, ROBERT	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 1,745.00
227917	8/1/2022	102580 PATINO, ARMANDO	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 1,745.00
227918	8/1/2022	102527 PISCITELLI, ANTHONY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 440.30
227919	8/1/2022	891033 POLLOCK, CHRISTINE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	312.00 312.00
227920	8/1/2022	102735 QUINONEZ, MARIA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,290.56 1,290.56
227921	8/1/2022	891034 RAMSEY, JAMES	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	698.71 698.71
227922	8/1/2022	102864 RIVETTI, DOMINICK	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	770.00 770.00
227923	8/1/2022	102936 RUELAS, MARCO	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,546.42 1,546.42
227924	8/1/2022	891044 RUSSUM, LINDA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227925	8/1/2022	103005 SALAZAR, TONY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74
					Total :	1,410.74
227926	8/1/2022	103118 SENDA, OCTAVIO	22-Aug		CALPERS HEALTH REIMB 043-180-0000-4127	1,878.66
					Total :	1,878.66
227927	8/1/2022	892107 SHANAHAN, MARK	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	456.06
					Total :	456.06
227928	8/1/2022	891035 SHERWOOD, NINA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227929	8/1/2022	103175 SKOBIN, ROMELIA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,080.65
					Total :	1,080.65
227930	8/1/2022	893677 SOLIS, MARGARITA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,187.26
					Total :	1,187.26
227931	8/1/2022	103220 SOMERVILLE, MICHAEL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,401.00
					Total :	1,401.00
227932	8/1/2022	103394 TORRES, RACHEL	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227933	8/1/2022	889588 UFANO, VIRGINIA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
227934	8/1/2022	103516 VAIRO, ANTHONY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,326.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227934	8/1/2022	103516 103516 VAIRO, ANTHONY	(Continued)			Total : 1,326.00
227935	8/1/2022	888417 VALDIVIA, LAURA	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227936	8/1/2022	103550 VANICEK, JAMES	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,290.56
					Total :	1,290.56
227937	8/1/2022	103562 VASQUEZ, JOEL	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,745.00
					Total :	1,745.00
227938	8/1/2022	888562 VILLALPANDO, SEBASTIAN FRANK	22-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	873.31
					Total :	873.31
227939	8/1/2022	103692 VILLALVA, FRANCISCO	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.66
					Total :	1,878.66
227940	8/1/2022	891038 WAITE, CURTIS	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,096.31
					Total :	1,096.31
227941	8/1/2022	103612 WALKER, MICHAEL	22-Aug		CALPERS HEALTH REIMB 027-180-0000-4127	204.11
					Total :	204.11
227942	8/1/2022	103620 WARREN, DALE	22-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	153.53
					Total :	153.53
227943	8/1/2022	891036 WATT, DAVID	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227944	8/1/2022	893690 WATTS, STEVE M.	22-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	1,290.56
					Total :	1,290.56
227945	8/1/2022	891037 WEBB, NANCY	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227946	8/1/2022	103643 WEDDING, JEROME	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
227947	8/1/2022	103727 WYSBEEK, DOUDE	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
227948	8/1/2022	103737 YNIGUEZ, LEONARD	22-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,096.31
					Total :	1,096.31
99 Vouchers for bank code : bank3						Bank total : 83,264.68
99 Vouchers in this report						Total vouchers : 83,264.68

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: August 15, 2022

Subject: Consideration to Approve a Professional Services Agreement with HdL Companies to Provide Full Service Administration of the Business License Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Determine that it is in the City's best interest to waive formal purchasing procedures pursuant to Section 2-850 of the San Fernando City Code and award a contract based on the terms and pricing offered through a competitive bid process, similar to a piggyback;
- b. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2099) with HdL Companies to provide full service administration of the business license program for a term of five years, with two optional one-year extensions; and
- c. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

BACKGROUND:

1. Section 22 of San Fernando's City Code authorizes the City to collect a business license fee from all businesses, trades, professions, callings and occupations transacting and carrying on business in the City. Although there are various fees for certain business types, in general, the license fee is \$0.96 per \$1,000 in gross receipts for wholesale operations, \$1.20 per \$1,000 in gross receipts for retail operations, or \$2.40 per \$1,000 in gross receipts for professional service operations. The fees are reduced by 50% for gross receipts in excess of \$1 million. The fees are imposed on gross receipts in the immediate prior calendar year.
2. Business license fees are the City's fifth largest revenue source as they generate approximately \$1.5 million per year, which represents approximately six percent of General Fund revenues.

Consideration to Approve a Professional Services Agreement with HdL Companies to Provide Full Service Administration of the Business License Program

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3. Business License renewal applications are sent out each year in December and must be received prior to the last day in February. Approximately 3,000 renewals are mailed annually, with approximately 1,000 of those being businesses physically located in the City.
4. On July 20, 2015, the City Council approved a professional services agreement (Contract No. 1792) with HdL Companies to provide a full service administration of the business license program for a term of five years with two optional one-year extensions.

ANALYSIS:

Like many cities in California, San Fernando imposes a business license fee as a means of raising revenue for municipal purposes. Business license fees are a general revenue used to fund general city services, including, but not limited to, public safety, fire protection, emergency medical services, public infrastructure maintenance, code enforcement activities, and recreation opportunities, among other things. Issuance of a San Fernando Business License is only intended to evidence that a business has paid its required fee in compliance with the City's Business Ordinance. It is not intended to evidence compliance with regulatory requirements.

Prior to outsourcing business license services in July 2015, Business License applications were processed by the Finance Department and required a significant amount of staff time. Initial applications had to be reviewed for accuracy and often required at least one correspondence with the applicant to clarify information on the application. Once the application was approved and payment was processed (NOTE: Currently, the Finance department can only accept payments by cash, check, or debit card), a new account needed to be set up in the City's business license software. Subsequent to the initial business license application, businesses must file a renewal application annually if they continue to conduct business in the City.

Processing annual renewals required a significant amount of staff time as applications must be reviewed for completeness, payments must be recorded and applied to the appropriate account, and staff has to follow-up on delinquent applications that were not returned prior to March 1st. Outside of the renewal season (i.e., March through December), staff spent a significant amount of time on enforcement, including, but not limited to, referencing various filings and databases (e.g., fictitious business name filings, sales tax records, etc.) to ensure all entities transacting business in the City had paid the proper business license fees.

Over the past seven years, HdL Companies has been providing the businesses of San Fernando with multiple support options for registering, renewing, payment and general inquiries. The advantages of partnering with a firm that provides full service business license administration include the following:

Consideration to Approve a Professional Services Agreement with HdL Companies to Provide Full Service Administration of the Business License Program

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- Scalable – The City pays based on the number of business licenses processed; therefore, costs are flexible and change based on the size of the program. If the number of renewals in any given year decreases, the cost to administer the program will experience a corresponding decrease.
- Specialization and consistency – Partnering with a firm that specializes in administering business license programs gives the City access to best practices, policies and procedures that are consistent with similar jurisdictions in California.
- Ability to fill out and submit initial and renewal applications online using a form that automatically calculates the business license fee (a simpler process encourages compliance).
- All taxpayer communications, including general questions, account inquiries, application questions and issue resolution are handled by the firm rather than taking staff time.
- Ability to accept credit cards as a form of payment.
- Increased enforcement activity to bring delinquent accounts current and generate additional revenue.
- Additional discovery and audit work can continue to be done.

HdL Companies has the best understanding of the City's business community and business tax structure and can continue to tailor their services to best meet the needs of the City.

HdL Companies.

HdL Companies has been providing tax management services, beginning with sales tax and then moving into property tax, for more than 30 years. They have been providing sales tax, property tax, documentary transfer tax, business licensing, transient occupancy tax and operations management auditing and consulting services for more than 20 years. HdL Companies also develops software systems for animal license, business license, cashiering, code enforcement, false alarm billing, and permit tracking systems.

The City currently utilizes HdL Companies services for the business license program, ARPA administrative services and auditing services for local sales and property taxes. Consequently, HdL Companies has direct experience working with City staff and has a unique understanding of the City's current processes and procedures. Many of HdL Companies' employees are former city or county employees that understand the unique challenges, regulatory requirements and fiduciary responsibility incumbent in running business license program.

In addition to HdL Companies' knowledge and experience, other factors that set them apart from the other qualified professional firms, include: 1) HdL Companies serves primarily California clients and has an in-depth knowledge of California's unique laws and regulations, 2) HdL Companies' business license call center is located in California rather than on the East Coast and they have local Spanish speakers on staff, 3) HdL Companies is the developer of their software, which makes it very flexible and customizable – the online renewal portal is designed so San

Consideration to Approve a Professional Services Agreement with HdL Companies to Provide Full Service Administration of the Business License Program

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Fernando customers have the same experience as if they are on the City's website, and 4) since the City already uses HdL Companies' business license program, there will be no interruptions in services.

Per Section 2-850, City Council has the authority to waive purchasing procedures, or alter the procedures, to fit a specific purchase or contract, when such waiver is not in violation of state or federal law. Staff is requesting a waiver of formal bidding procedures to award a contract based on the formal competitive procedures previously conducted by another City (i.e., City of Walnut Creek, CA), similar to a piggyback. Staff has reviewed the City of Walnut Creek Request for Proposal (RFP) and contract and HdL Companies has offered the City the same or better rate of services as the City of Walnut Creek.

BUDGET IMPACT:

Staff has projected approximately \$1.5M in Business License revenues for the current fiscal year. HdL Companies will provide business license administration services for a flat fee of \$15 per application with an annual CPI increase. As previously noted, the City processes approximately 3,000 applications per year for a total estimated contract cost of \$45,000 per year, therefore, costs for services will be offset by revenue generated. Additionally, as part of the contract, HdL Companies will provide Business License Discovery Services and Tax Audit Services for a fee of 35% of revenues recovered. Sufficient funding has been included in the Fiscal Year 2022-2023 Adopted Budget to cover associated fees. Annual business license administration services and fees over the term of the agreement will be incorporated into future year budgets.

CONCLUSION:

Staff recommends that City Council determine it is in the City's best interest to waive formal bidding requirements and approve a professional services agreement with HdL Companies to provide business license administration services and optional Business License Discovery, Tax Audit, and Professional Consulting for a term of five years with two optional one-year extensions.

ATTACHMENTS:

- A. Contract No. 2099, including:
 - Exhibit A: HdL Companies Proposal
- B. City of Walnut Creek Contract



2022

PROFESSIONAL SERVICES AGREEMENT**(Engagement: Business License Administration Services)****(Parties: HdL Companies and City of San Fernando)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 15th day of August, 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and HdL Companies, (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 Business License Administration Services in connection with the City's Business License program; 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 August 15, 2022, under Agenda Item No. 3.

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:**

- A. This Agreement shall have a term of five (5) years commencing from the Effective Date (hereinafter, the "Initial Term").
- B. This Agreement may be extended subject to the same terms and conditions set forth herein for a maximum of two (2) one (1) year extension terms. Nothing in this subsection shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement at any time for convenience or for cause as provided herein.
- C. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause 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 proposal of CONSULTANT entitled "Tax and Fee Administration Services" dated July 8, 2022 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

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 "Tax and Fee Services" (hereinafter, the "COMPENSATION RATE") as set forth on page 2 of **Exhibit "A"**. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement (not to include compliance services), shall not exceed the annual budgeted 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 Nick Kimball, City Manager (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 Josh Davis 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: Josh Davis

- 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. Consultant, on behalf of itself and its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "Consultant Group"), agrees to fully and promptly protect, indemnify, reimburse and hold harmless CITY, its directors, officers, employees, agents, direct and indirect equity holders, and affiliates (collectively, "City Group"), from and against any and all liabilities, losses, claims, damages, personal injuries, death, expenses, and costs (including, without limitation, for attorneys' fees and costs) (each, a "Liability", and collectively, "Liabilities") which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of Consultant under this Agreement, or (b) any gross negligence or willful misconduct on the part of any one or more of Consultant Group.
- 4.2 CITY, on behalf of itself and the other members of CITY Group, agrees to fully and promptly protect, indemnify, reimburse and hold harmless Consultant and the other members of Consultant Group from and against any and all Liabilities which are the direct or indirect result of (a) any breach of any representation, warranty or covenant made by or given on behalf of CITY under this Agreement, or (b) any action or failure to act on the part of any one or more of Consultant Group where such action or failure to act was in good faith believed by any of Consultant Group at the time to be in conformity with this Agreement, or (c) otherwise related to or arising out of any act or omission by any one or more CITY Group. In this regard, CITY hereby acknowledges that it is responsible for instructing Consultant regarding Consultant's performance of Services under this Agreement, as well as the interpretation and meaning of the ordinances and/or regulations under which Consultant is performing Services under this Agreement.
- 4.3 Promptly after any member of CITY Group or any member of Consultant Group (in each case, the "Indemnified Group") receives notice of the commencement of any proceeding for which CITY or Consultant (as the case may be) intends to make a claim for indemnification under this Agreement, it should notify the other party (the "Indemnifying Party"), but the failure to so notify will not result in the loss of any rights of any of the Indemnified Group to indemnification hereunder except to the extent that the Indemnifying Party does not otherwise become aware of such proceeding and is actually adversely affected thereby to a material extent. The Indemnifying Party will assume the defense of the Indemnified Group (including the employment of legal counsel reasonably

satisfactory to the Indemnified Group) and payment of such counsel's fees and disbursements (including retainers). Should the Indemnified Group reasonably determine that separate counsel is necessary (whether due to the existence of different defenses, potential conflicts of interest or otherwise), or if the Indemnifying Party has not assumed the defense, then any of the Indemnified Group may employ separate legal counsel, and the Indemnifying Party will pay such counsel's reasonable fees and disbursements as incurred (including retainers). The obligations of defense and indemnification under this Agreement apply, without limitation, to those situations where someone brings a cross claim for indemnity or contribution against any one or more of the Indemnified Group.

4.4 Neither Consultant nor CITY shall, without the other party's prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding or investigation in respect of which indemnification could be sought hereunder (whether or not any of the other party or any other member of the Indemnified Group is an actual or potential party to such claim, action or proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release of the other party and any other member of the Indemnified Group from all liability arising out of such claim, action, proceeding or investigation and includes an explicit disclaimer of responsibility of any kind on the part of the other party and any other member of the Indemnified Group.

4.5 Liability Limitations; Governing Law; Dispute Resolution.

A. To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

1. Except for Consultant's gross negligence or willful misconduct in connection with the performance of its obligations under this Agreement, CITY's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) are limited to Consultant making reasonable and necessary repairs, replacements or corrections without additional cost to the CITY (and Consultant's costs and expenses therefor will not exceed, under any circumstances, the portion of the Fees accrued during the twelve-month period immediately prior to the alleged breach(es) and that were actually paid by CITY to Consultant during such twelve-month period, calculated without reference to any payments constituting the payment of costs or expenses). All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

2. Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Consultant disclaims all warranties and responsibility for third party software.
 3. In no event will any of Consultant Group be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose.
 4. None of Consultant Group will have any Liability (whether direct or indirect, in contract or tort or otherwise) related to, arising out of, or in connection with this Agreement or to any of CITY Group, except to the extent that any such Liability is found by a court of competent jurisdiction in a judgment which has become final and is no longer subject to appeal or review to have resulted solely from Consultant's breach under Section 5.2 or willful misconduct or gross negligence.
 5. No claim may be brought against any one or more of Consultant Group arising out of this Agreement (including, without limitation, in connection with the Services or the Software) more than one year after the date on which such claim arose (regardless of the date when CITY may have discovered a basis for the claim).
- B. The law of the State of California will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.
- C. If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.
- D. A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law

or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

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 Sections 6.1 – 6.4 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 fourteen (14) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 14-day cure period. Prior to the expiration of the 14-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 14-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 Software Use and Warranty; Records.

- A. As used herein, the term “proprietary information” means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant’s Business, including without limitation: Consultant’s (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law, CITY must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CITY in connection with this Agreement. The terms of this Section 6.1.A do not apply to any information that is public information.
- B. If access to any software which Consultant owns is provided to CITY as part of this Agreement (including, without limitation, if CITY chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to CITY for the use by such of CITY’s staff as may be designated from time to time by CITY and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized CITY staff, and CITY must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by CITY or any of CITY’s staff of the Software nor any rights of CITY or any of CITY’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. CITY may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired and CITY must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from CITY’s computers and network). **Consultant warrants that the Software will perform in accordance with the Software’s documentation.**

- C. All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to CITY either in hard copy or electronically are the property of CITY. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to CITY in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to CITY may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for CITY.
- D. Subject to applicable law, and Section 1.2 of this Agreement, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to CITY. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to CITY by Consultant is the responsibility of CITY. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by CITY in the course of performing the Services (other than the final documents and other final work product related to the Services and provided to CITY for the term of years referenced above).
- 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:

HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
Attn: George Bonnin
Phone: (714) 879-5000

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Finance 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:**HDL COMPANIES:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

APPROVED AS TO FORM:

Title: _____

By: _____
Richard Padilla, City Attorney

Date: _____

Date: _____

Hinderliter De Llamas & Associates – City of San Fernando, CA**Scope Of Services**

Consultant will provide the following Services relative to Client's business license tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.**2.1. Discovery Services**

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.

2.3. Audit Services

- 2.3.1. Identify potential under-reporting and/or misclassified businesses.
- 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.
- 2.3.3. Submit audit summaries to Client and discuss further actions.
- 2.3.4. Educate businesses on proper reporting practices.
- 2.3.5. Invoice and collect identified delinquencies.

3. Online Payment Processing – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.**3.1. Client Responsibilities**

- 3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by

FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

- 3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

4. Operations Management Services

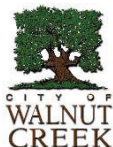
- 4.1. Fees for performing operations management Services shall be \$15.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.
- 4.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 4.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- 4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

5. Compliance Services

- 5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
 - 5.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.
 - 5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
 - 5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.
 - 5.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.
- 5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

- 5.3. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.
- 5.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 6. Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
 - 6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
 - 6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
 - 6.1.2. ACH/eCheck processing - \$1.25 per transaction
 - 6.2. Client funded
 - 6.2.1. Credit and debit card processing – 2.9% of transaction amount
 - 6.2.2. ACH/eCheck processing - \$0.50 per transaction
 - 6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.
 - 6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

Date: April 21, 2022



FOR CITY CLERK USE ONLY

DOCUSIGN ROUTING FORM

(1) Fill out the top half of this form for any agreement or contract:

- ☐ Mayor Signature
☒ City Manager Signature
☐ Department Director Signature

☒ Council Approval Date, if applicable: April 20, 2022

(2) **Project Manager or Contract Administrator prepares and secures all contract documents *and obtains Risk Management Review of insurance documents prior to routing documents to DocuSign Admin.***

(3) **Email all supporting documents to DocuSign Admin including agreement, approved insurance, bid recap, agenda report if applicable, and/or master agreement, if submitting a task order or amendment. Provide a list of names and emails for all signing parties and which parties should receive an executed copy of the contract.**

Note: All signing parties will receive a link via email to access a fully executed copy of the DocuSign agreement. If additional parties require an executed copy, indicate parties in the "Submitted by/Return to:" field below. City Clerk keeps one fully executed original.

(4) **To be completed by initiating department: (PLEASE COMPLETE THOROUGHLY)**

Contractor/Vendor: Hinderliter de Llamas & Business License No: waive

Project Title: BUSINESS LICENSE, TRANSIENT OCCUPANCY TAX, AND SHORT TERM RENTAL SERVICES

Contract Amount: \$ estimated \$390,000/annually MUNIS Cl ds de. 12100001-6415

Submitted by / Return to: Katie Bruner, Budget Manager KB Ext: 2296

Special Instructions: _____

Legal:

- ☐ This is a form agreement prepared by City Attorney's Office.
 (See T:/City Attorney Approved Agreements)
☐ No changes were made; or
☐ Changes are described or highlighted on attached page(s).
☒ This is not a form agreement prepared by City Attorney's Office.
 Previously prepared or reviewed by: Claire Lai

(5) **Routing Instructions** (in this order please). Please check a DS DocuSigned by: _____ & date when approved.

☐ City Clerk: Entered into Contract Tracking Log: dt Amy Heavener 5/2/2022
931CBCC773C6440...

- ☐ Document is within CM signature authority of \$30,001 to \$85,000 for standard agreements or \$85,000 to \$200,000 for CUPCCA agreements (eff. 7/5/17 per Administrative Policy #208, "Purchasing Policy and Procedures")
☐ Mayor or City Manager Signature (**circle one**)
☐ Insurance documents prepped for Risk Management Review (Risk Management has sample documentation, if needed)
☐ Consultant Statement of Economic Interest (Form 700) required

☐ City Attorney: Re Brian Wilkins DocuSigned by: _____ 5/2/2022

☐ Risk Manager: Re TL DocuSigned by: _____ 4/29/2022
8EB57AF9E4DD41B...

☐ Finance: Re Katie Roa DocuSigned by: _____ 4/29/2022
103BD2157BCA453...

City Clerk's office will perform final processing.

Form available from City Clerk's Office only

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “Agreement”) is entered into as of May 2, 2022 (the “Agreement Date”) by and between Hinderliter de Llamas and Associates (HdL) (“Consultant”), and City of Walnut Creek (“Client”), which is located within the state of California (the “State”).

WITNESSETH:

WHEREAS Consultant is engaged in the business of providing consulting, software and other services that help public agencies understand and maximize their collection of sales, use and transactions taxes, business license taxes, property and lodging taxes, and other revenues, as well as their delivery of other public services (collectively, “Consultant’s Business”); and

WHEREAS Client desires to contract with Consultant to obtain one or more of the services included within Consultant’s Business (as provided for in Section 1) upon the terms and conditions contained in this Agreement.

WHEREAS Consultant desires to contract with Client to render such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, Client and Consultant mutually agree as follows:

1. Services.

1.1 Consultant will perform those services included within Consultant’s Business that are described in any and all schedule(s) referencing this Agreement and signed by Client and Consultant as of the Agreement Date or hereafter (individually and collectively, the “Schedule(s)”), upon the terms and conditions contained in this Agreement (including the Schedules) (such services are, collectively, the “Services”)

1.2 **Consultant warrants that it will perform the Services in a professional manner in accordance with professional standards.** In performing the Services, Consultant is acting as an independent contractor (and not as an agent or employee of Client).

1.3 Client acknowledges and agrees that any other public agency within the State (e.g., city, county, district, public authority, public agency, municipality or other political subdivision) may procure services that are substantially similar to any of the Services set forth in this Agreement, provided that such public agency executes a separate agreement with Consultant wherein the fees payable for the services rendered to such public agency are the responsibility of such public agency and not Client.

1.4 This Agreement does not limit the right of Consultant to enter into additional contracts with Client or to contract with other persons or entities (that are not Client) to provide them with merchandise or services of any kind whatsoever, including, but not limited to, services similar to the

Services.

2. Fees. As compensation for performing the Services, Client will pay Consultant the fees, costs and expenses as described in the Schedules (individually and collectively these fees and costs are, the “Fees”). Consultant may perform the Services using professionals from its staff or Consultant’s affiliated entities, and such Services will be billed to Client under the same billing terms applicable to Consultant’s staff. Consultant may increase the Fees from time to time (including, without limitation, annually as described in the Schedules). Other than a Fee increase as described in the Schedules, Client may notify Consultant of a request that such Fee increase be modified or revoked and, if Consultant fails to do so to Client’s satisfaction within thirty (30) days after the receipt of such request, Client may terminate this Agreement without cause pursuant to Section 7.3.

3. Invoices; Payment.

3.1 Consultant will invoice Client for the Fees earned and/or incurred by Consultant pursuant to this Agreement.

3.2 Invoices are due and payable upon receipt. Interest will begin to accrue on the thirtieth (30th) day following the invoice date on all unpaid balances at a rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. Payments will first be credited to interest and then to principal. In the event that Client disputes or contests an invoice, only that portion so disputed or contested in good faith will be withheld from payment, and the undisputed portion must be timely paid. Interest will accrue on any contested portion of the invoice not timely paid and will be payable immediately if the contested invoice is resolved in favor of Consultant.

3.3 If Client fails to fully pay an invoice within 30 days after the invoice date, Consultant may, after giving five (5) days’ notice to Client, suspend the rendering of Services under this Agreement until said invoice is paid in full, together with all interest that has accrued thereon. In the event of such a suspension of Services, Consultant will have no liability to Client for any delays or damages arising therefrom.

4. INSURANCE

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by CITY, CONTRACTOR shall name the CITY as an additional insured on CONTRACTOR’s comprehensive general liability policy and provide a Certificate of Insurance.

4.1. Worker’s Compensation and Employer’s Liability. In accordance with applicable law.

4.2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.

4.3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.

4.4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

5. Client Support.

5.1 Client will promptly provide in writing to Consultant all data and other information relating to or which may be necessary for Consultant's performance of the Services. Without limiting the foregoing, Client will keep Consultant informed on a timely basis in writing as to the existence and amendments of the laws, ordinances and/or regulations under which Consultant is performing the Services (including any adopted by Client). Consultant will be permitted to rely on the accuracy, timeliness and completeness of the information provided by Client, and in no event will Consultant be liable to Client or others as a result of such reliance.

5.2 Client will examine all of Consultant's reports, specifications, notices, proposals and other documents. In the event that a decision is required of Client in order for Consultant to perform the Services, Client will render such decision in writing in a timely manner.

5.3 Promptly following any request from Consultant, Client will adopt and maintain in full force and effect resolutions in forms acceptable to Client and in accordance with applicable law authorizing Consultant to examine the confidential sales tax and other relevant records of Client throughout the Term and, for so long as any Fees are still accruing pursuant to this Agreement, after the Term.

5.4 Client will assist Consultant in obtaining such licenses, permits and approvals as may be required by law for performing the Services, and Client will pay all fees, assessments and taxes related to the application, issuance and maintenance thereof.

5.5 The Services do not include services that Consultant may be required or requested to provide to support, prepare, document, bring, defend or assist in litigation undertaken or defended by Client ("Litigation Services"). If Consultant agrees with Client or is required to perform Litigation Services, Client will promptly pay Consultant for all of Consultant's costs and expenses related to Litigation Services at Consultant's actual cost, plus ten percent (10%) thereof (all of which are deemed to be additional Fees).

6. Confidentiality; Software Use and Warranty; Records.

6.1 Consultant will comply with the requirements of the applicable laws, ordinances and/or regulations of which it has been informed by Client pursuant to Section 5.1 concerning the confidentiality of tax records.

6.2 As used herein, the term "proprietary information" means all information, techniques, processes, services or material that has or could have commercial value or other utility in Consultant's Business, including without limitation: Consultant's (i) software, computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; (iii) desktop or web-based software; (iv) audit, tax or fee collection/administration or business processes, methods

or routines; (v) marketing plans, analyses and strategies; and (vi) materials, techniques and intellectual property used. Except as otherwise required by law including the California Public Records Act, or court order, Client must hold in confidence and may not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by Client in connection with this Agreement. The terms of this Section 6.2 do not apply to any information that is public information such as information subject to disclosure under the Public Records Act.

6.3 If access to any software which Consultant owns is provided to Client as part of this Agreement (including, without limitation, if Client chooses to subscribe to such software and reports option as part of the Services) (such Consultant-owned software is, collectively, the “Software”), Consultant hereby provides a limited, non-exclusive, non-transferable license to Client for the use by such of Client’s staff as may be designated from time to time by Client and approved by Consultant in writing to use the Software pursuant to and during the Term of this Agreement. The Software must only be used by such authorized Client staff, and Client must not sublicense, sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of the Software. The license granted hereunder does not imply ownership by Client or any of Client’s staff of the Software nor any any of Client’s staff to sublicense, transfer or sell the Software, or rights to use the Software for the benefit of others. Client may not create (or allow the creation of) any derivative work or product based on or derived from the Software or documentation, nor modify (or allow the modification of) the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (and without limiting Consultant’s remedies), such modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination of this Agreement or this Software license, this Software license will be deemed to have expired, and Client must immediately deactivate, cease using and remove, delete and destroy all the Software (including, without limitation, from Client’s computers and network). **Consultant warrants that the Software will perform in accordance with the Software’s documentation.**

6.4 All documents, preliminary drafts, communications and any and all other work product related to the Services and provided by Consultant to Client either in hard copy or electronically are the property of Client. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to Client in either hardcopy or electronic form, all of which may be protected by Consultant or others’ copyrights or other intellectual property. It is possible that any documents, drafts, communications or other work product provided to Client may be considered public records under applicable law and/or may be discoverable through litigation. Consultant may publicly state that it performs the Services for Client.

6.5 Subject to applicable law, Consultant is responsible for retaining all final documents and other final work product related to the Services for a period of not less than three (3) years from the date provided to Client. Retention of any other documents, preliminary drafts, communications and any and all other work product provided to Client by Consultant is the responsibility of Client. Consultant has no responsibility to retain any drafts, notes, communications, emails or other writings created or received by Client in the course of performing the Services (other than the final documents

and other final work product related to the Services and provided to Client for the term of years referenced above).

7. Term and Termination.

7.1 The initial term of this Agreement commences as of the Agreement Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section 7.2 or 7.3 or either party gives the other party written notice of non-renewal at least one hundred twenty (120) days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

7.2 This Agreement may be terminated by either party for cause upon not less than forty-five (45) days' written notice given to and received by the other party, if the other party has materially breached this Agreement through no fault of the notifying party and fails to (i) commence correction of such material breach within thirty (30) days of receipt of the above-referenced written notice and (ii) diligently complete the correction thereafter.

7.3 In addition, either party may terminate this Agreement without cause upon not less than one hundred twenty (120) days' written notice to the other party.

7.4 On termination, Client will pay Consultant for all Fees and other compensation (including for Litigation Services) earned and/or incurred through the termination date and will thereafter timely pay Consultant for all other Fees and compensation to which Consultant may be entitled pursuant to this Agreement (including the Schedules hereto).

8. Indemnification.

With respect to losses, claims, liens, demands and causes of action arising out of the Client's use of the results of Consultant's services as provided to the Client pursuant to this Agreement, Consultant hereby agrees to protect, defend, indemnify, and hold the Client free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Client arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Client).

Client hereby agrees to protect, defend, indemnify, and hold Consultant free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from Client's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Consultant arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Consultant).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or

fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the Client or to enlarge in any way the liability of Consultant or the Client but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

9. Liability Limitations; Governing Law; Dispute Resolution.

9.1 To the maximum extent permitted by law and notwithstanding anything to the contrary in this Agreement:

9.1.1 Except for Consultant's negligence or willful misconduct in connection with the performance of its obligations under this Agreement, Client's sole and exclusive remedies for any breaches of Consultant's obligations under this Agreement (including, without limitation, for any breaches relating to the Services or the Software, including any breaches of warranty, express or implied) (i) are limited to making reasonable and necessary repairs, replacements or corrections without additional cost to the Client, and (ii) will not exceed, under any circumstances, the amount of the Fees paid by Client to Consultant for the twelve-month period prior to the alleged breaches, calculated without reference to any payments constituting the payment of costs or expenses. All amounts paid to Consultant hereunder are deemed first to be for the reimbursement of costs or expenses and then any excess will be regarded as payments for other portions of the Fees under this Agreement. Any references to breaches of this Agreement will include any supplements, additions or amendments to this Agreement.

9.1.2 Except as may otherwise be expressly set forth in this Agreement, Consultant makes no warranty of any kind with respect to the Services or the Software, express or implied. Consultant hereby disclaims all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. Consultant disclaims all warranties and responsibility for third party software.

9.1.3 Client acknowledges that this Agreement is with Consultant in its capacity as a corporation or a limited liability company, and Client agrees that in no event will it seek to hold any of the Consultant Group (other than Consultant) responsible for any Liabilities.

9.2 The law of the State will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it, without regard to the State's conflict of laws rules. Venue for any legal action arising out of this Agreement will be proper only in the State courts or the federal courts located within the State. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise. Both parties waive the right to a jury trial in an action to enforce, interpret or construe this Agreement.

9.3 If either party is required to bring legal action to enforce its rights under this Agreement or as the result of a breach of this Agreement, the costs and expenses of the prevailing party, including reasonable attorneys' fees, will be paid by the non-prevailing party.

9.4 A breach of this Agreement by either party may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore such other party will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party may deem appropriate. Such right is in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

10. General Legal Provisions.

10.1 Authorization to Proceed. Each Schedule must be signed by both Client and Consultant before such Schedule will be binding on the parties hereto.

10.2 Force Majeure. Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of Consultant.

10.3 Amendment; Waiver. Any provisions of this Agreement (including, without limitation, any Schedules or provisions within any Schedules) may be amended or terminated if in writing and signed by both Client and Consultant. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to be valid unless acknowledged by such party in writing, and such waiver will not extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.4 Severability and Survival. If any provision in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Notwithstanding any other provisions of this Agreement (including, without limitation, Section 7), Sections 3, 5.5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10.5 No Third-Party Beneficiaries; Services Limited to Agreement. Except as set forth in Section 8, this Agreement gives no rights or benefits to anyone other than Client and Consultant and has no third-party beneficiaries. The Services to be performed for Client by Consultant are defined solely by this Agreement (including the Schedules), and not by any other contract or agreement that may be associated with performing the Services.

10.6 Assignment. This is a bilateral personal services agreement. Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. This Agreement is binding on the successors and assigns of the parties hereto.

10.7 Notices. All notices under this Agreement must be in writing and will be deemed to have been given when such notice is received (i) from United States Postal Service First Class

Certified Mail, Return Receipt Requested, (ii) by courier service, or (iii) by email; provided, however, that notices received on a weekend or holiday or on a business day after 4:00 p.m. local time will be deemed to have been received on the next business day. Notices will, unless another address is specified in writing, be sent to the addresses indicated below (each of which must include a street address and an email address): Consultant: Hinderliter De Llamas and Associates, 120 S. State College Blvd., Suite 200, Brea, CA 92820 Attn: George Bonnin, Email: gbonnin@hdlcompanies.com; and Client: City of Walnut Creek, CA Attn: Kirsten Lacasse, Email: lacasse@walnut-creek.org.

10.8 Entire Agreement; Conflict. This Agreement (including any Schedules dated as of the Agreement Date or hereafter) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof. Should there ever be a conflict between the terms and conditions of the Schedule(s) and the remainder of this Agreement, the terms and conditions of the remainder of this Agreement will prevail and be controlling.

10.9 Counterparts; Electronic Signatures; Authority. This Agreement may be signed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signed signature pages of this Agreement transmitted by email or other electronic means in a portable document format (PDF), or other clear and visible electronic format will have the same legal effect as an original. Each of the persons signing on behalf of a party hereto represents that he or she has the authority to sign this Agreement on such party's behalf.

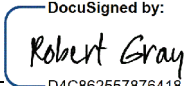
10.10 No Adverse Construction. Both parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement will not be construed against either party based upon authorship. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

[Signatures are on the next page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.


CONSULTANT:

Hinderliter De Llamas and Associates

By:  Robert Gray
Its: CIO, Director of TFA 4/26/2022

CLIENT:

City of Walnut Creek, CA

By:  Daniel P. Bucksli, City Manager
Its: City Manager 5/4/2022

SCHEDULE D

Tax and Fee Administration Services and Fees Business License Tax and Fees

SCHEDULE D – This Schedule D provides the scope of Services and Fees for tax and fee administration related to business license tax and fees pursuant to the Master Services Agreement dated _____, 2022 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client’s business license tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

2.1. Discovery Services

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e., home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and

phone. 2.2.4. Remit revenue to Client no less than monthly.

2.3. **Audit Services**

2.3.1. Identify potential under-reporting and/or misclassified businesses.

2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.

2.3.3. Submit audit summaries to Client and discuss further actions.

2.3.4. Educate businesses on proper reporting practices.

2.3.5. Invoice and collect identified delinquencies.

FEES

3. Operations Management Services

3.1. Fees for performing operations management Services shall be \$16.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.

3.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI- U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

3.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

3.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. Compliance Services

4.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).

4.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

4.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

4.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

4.1.4. Fees for performing audit Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

- 4.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 4.3. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 4.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

IN WITNESS WHEREOF, the parties hereto have entered into this Schedule D to the MSA through their duly authorized representatives as of __, 2022 .

CONSULTANT:

Hinderliter De Llamas and Associates

CLIENT:

City of Walnut Creek, CA

By: _____
Its: _____

By: _____
Its: _____

SCHEDULE E

Tax and Fee Administration Services and Fees Transient Occupancy Tax – Operations Management Services

SCHEDULE E – This Schedule E provides the scope of Services and Fees for tax and fee administration related to transient occupancy tax pursuant to the Master Services Agreement dated _____, 2022 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client’s transient occupancy tax administration.

5. Operations Management Services

- 5.1. Establish and maintain database of Client lodging providers.
- 5.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 5.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 5.4. Remit revenue to Client no less than monthly.
- 5.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 5.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by Client and Consultant.
- 5.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

FEES

6. Operations Management Services

- 6.1. Fees for performing operations management Services shall be \$750.00 per year for each quarterly filing property, and \$850.00 per year for each monthly filing property.
- 6.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI- U), West Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 6.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support).
- 6.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees

will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

IN WITNESS WHEREOF, the parties hereto have entered into this **Schedule E** to the MSA through their duly authorized representatives as of_, 2022 .

Hinderliter De Llamas & Associates

City of Walnut Creek, CA

By: _____ By: _____
Its: _____ Its: _____

SCHEDULE G

Tax and Fee Administration Services and Fees

Short-Term Rentals

SCHEDULE G – This Schedule G provides the scope of Services and Fees for tax and fee administration-related to transient occupancy tax short-term rentals pursuant to the Master Services Agreement dated_____, 2022 (“MSA”).

The MSA includes the main body of the MSA, this Schedule, and all other Schedules to the MSA. Terms not otherwise defined herein have the definitions given to them within the main body of the MSA.

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client’s short-term rentals transient occupancy tax administration.

7. Identification and Monitoring

- 7.1. Monitor short-term rental sites to identify new listings and closures.
- 7.2. Match listings to specific parcels using GIS and property tax assessor data.
- 7.3. Identify properties which are already registered and paying taxes.
- 7.4. Provide a visual map of listing locations in Client’s jurisdiction.
- 7.5. Record listing details (including start date, sites linked to, and other information necessary for documenting evidence of short-term rental activity).

8. Education, Registration, and Compliance

- 8.1. Notify non-compliant lodging providers of their status and any actions necessary to become compliant.
- 8.2. Provide short-term rentals website with links to FAQs, education packets, and support for registering, filing returns, and making payments.
- 8.3. Follow-up with non-compliant entities and assist as needed to obtain compliance.
- 8.4. Work with Client to identify additional requirements and ensure collection of data necessary for enforcement procedures.

9. Operations Management Services

- 9.1. Establish and maintain database of Client’s short-term rental lodging providers.
- 9.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 9.3. Provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 9.4. Remit revenue to Client no less than monthly.
- 9.5. Provide Client staff access to website portal offering lodging provider registry inquiry and reporting capabilities.
- 9.6. Endeavor to ensure accurate filings of returns by consistently monitoring returns and educating lodging providers.
- 9.7. Provide analysis reports monthly and annually provide revenue trends and key insights on Client lodging providers.

FEES

10. Operations Management Services

- 10.1. Fees for performing operations management Services shall be 48% of all short-term rental revenues collected or \$9,000.00 + CPI whichever is greater.
- 10.2. Travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 10.3. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

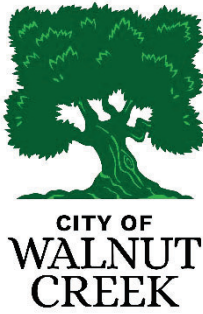
IN WITNESS WHEREOF, the parties hereto have entered into this Schedule G to the MSA through their duly authorized representatives as of __, 2022.

Hinderliter De Llamas & Associates

City of Walnut Creek, CA

By: _____
Its: _____

By: _____
Its: _____



Agenda Report

DATE: APRIL 19, 2022

TO: CITY COUNCIL

FROM: ADMINISTRATIVE SERVICES DEPARTMENT - ADMINISTRATION

SUBJECT: AUTHORIZATION OF THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HINDERLITER, DE LLAMAS & ASSOCIATES FOR BUSINESS LICENSE, TRANSIENT OCCUPANCY TAX, AND SHORT TERM RENTAL SERVICES

STATEMENT OF ISSUE:

The City's Business License unit in the Administrative Services Department processes business license applications and renewals, provides payments and reporting for Business Improvement Districts and for the State of California, and collects Transient Occupancy Tax (TOT) payments. Staff conducted a cost-benefit analysis to determine if using an external provider for these services would benefit the City and local businesses. Staff is recommending City Council authorize the City Manager to enter into an agreement with Hinderliter, de Llamas & Associates (HdL) for Business License, TOT, and Short Term Rental (STR) services, including revenue collection, audit and discovery services.

RECOMMENDED ACTION:

Authorize the City Manager to execute an agreement with HdL for business license, TOT, and STR services, including revenue collection, audit, and discovery services.

DISCUSSION:

The Business License unit in the Administrative Services Department (ASD) provides the following services:

- Business License Customer Service
- Process Business License applications and renewals
- Maintain Business License database
- Business License reporting
- Payments / Reporting for Business Improvement Districts (WCD & Chamber)
- Payments / Reporting for the State of CA (SB1186 & AB1379)
- Transient Occupancy Tax (TOT) payment receipt, database maintenance
- Prepare deposits and reports for City Cashier
- Back up City Cashier function

City Council Agenda Report
 Agreement with HdL for Business License, TOT, and STR Services
 April 19, 2022

Page 2

The unit operates with 1.75 FTE (1.00 Revenue Collection Coordinator, 0.75 Accounting Assistant). The City currently utilizes HdL to provide on-line payment of business license taxes and fees.

With the recent retirement of the Revenue Collection Coordinator, staff conducted a cost-benefit analysis to determine whether using an external provider for these services would benefit the City, as well as local businesses. HdL can provide all of the services related to business license and TOT collection, reporting, and administration, in addition to the following enhanced services, not currently provided by City staff:

- Business License Audit & Discovery Services
 - ✓ HdL will ensure all legal operating businesses have a business license.
- Short Term Rental TOT Collection
 - ✓ HdL will provide TOT collection, audit, and discovery services associated with short term rentals within Walnut Creek.

Adding both Business License Audit & Discovery, and Short Term Rental TOT collection will provide approximately \$335,000 in new revenue annually to the City's General Fund.

The use of HdL for existing business license and TOT collection and administration currently provided by City staff will be offset by the elimination of the vacant Revenue Collection Coordinator position (1.0 FTE).

FINANCIAL IMPACTS:

The contract with HdL is based on the following cost structure:

- \$16 per business license account processed;
- Up to \$850/year for each TOT filer;
- Up to 35% of revenues collected through audit and discovery services; and
- The greater of \$9,000 or 48% of short term rental revenue collected.
- The contract builds in annual growth in fees based on the Consumer Price Index.

The contract with HdL for Business License and TOT services is offset by the reduction of existing costs within ASD. Adding Business License Audit & Discovery and Short Term Rental TOT collection services will generate sufficient new revenue to (1) offset the cost of these services, and (2) add an estimated \$335,000 annually to General Fund revenues.

ALTERNATIVE ACTION:

Council could direct staff to not contract with HdL for business license, TOT, and STR collections, audit and discovery services.

DOCUMENTS:

Attachment: HdL Master Services Agreement

CITY COUNCIL ACTION RECOMMENDED:

Move to authorize the City Manager to execute an agreement with HdL for business license, TOT, and STR services, including revenue collection, audit and discovery services.

City Council Agenda Report
Agreement with HdL for Business License, TOT, and STR Services
April 19, 2022

Page 3

STAFF CONTACT: Kirsten LaCasse, Administrative Services Director
(925) 943-5899, ext. 5810
lacasse@walnut-creek.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614	CONTACT NAME: Audrey Curtis PHONE (A/C, No, Ext): 949.435.7345 E-MAIL ADDRESS: acurtis@woodruffswayer.com FAX (A/C, No): 949.476.3118												
INSURER(S) AFFORDING COVERAGE													
INSURED Hinderliter de Llamas & Associates HdL Software, LLC. 120 S State College Blvd., Suite 200 Brea CA 92821	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: National Fire Insurance Company of Hartford</td> <td style="width: 20%;">NAIC # 20478</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F: Valley Forge Insurance Company</td> <td>20508</td> </tr> </table>	INSURER A: National Fire Insurance Company of Hartford	NAIC # 20478	INSURER B: Continental Insurance Company	35289	INSURER C: Continental Casualty Company	20443	INSURER D: Lloyds of London		INSURER E: Federal Insurance Company	20281	INSURER F: Valley Forge Insurance Company	20508
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COVERAGES**CERTIFICATE NUMBER:** 1005196562**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6056953483	5/26/2021	5/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6056953466	5/26/2021	5/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6056953502	5/26/2021	5/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	6056953497 6056677063	5/26/2021 5/26/2021	5/26/2022 5/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C E	Professional Liability/Claim Made Cyber Liability Crime			MPL1007921 6078657761 82556901	5/26/2021 5/26/2021 5/26/2021	5/26/2022 5/26/2022 5/26/2022	Each Claim/Aggregate \$2,000,000 Cyber Limit \$2,000,000 Crime Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers are included as Additional Insured on a Primary and Non-Contributory basis with a waiver of subrogation to the extent provided in the attached forms.

Notice of Cancellation included to the extent provided in the attached form.

CERTIFICATE HOLDER**CANCELLATION**

The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers
 1666 North Main Street
 Walnut Creek, CA 94596

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

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Business Auto Policy

Policy

8	Hired " Autos " Only	Only those " autos " you lease, hire, rent or borrow. This does not include any " auto " you lease, hire, rent or borrow from any of your " employees ", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned " Autos " Only	Only those " autos " you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes " autos " owned by your " employees ", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those " autos " that are land vehicles and that would qualify under the definition of " mobile equipment " under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "**autos**" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "**auto**" you acquire will be a covered "**auto**" for that coverage only if:
 - a. We already cover all "**autos**" that you own for that coverage or it replaces an "**auto**" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "**autos**" for Covered Autos Liability Coverage:

1. "**Trailers**" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "**Mobile equipment**" while being carried or towed by a covered "**auto**".
3. Any "**auto**" you do not own while used with the permission of its owner as a temporary substitute for a covered "**auto**" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "**Loss**"; or
 - e. Destruction.

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6056953466

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SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an **"insured"** legally must pay as damages because of **"bodily injury"** or **"property damage"** to which this insurance applies, caused by an **"accident"** and resulting from the ownership, maintenance or use of a covered **"auto"**.

We will also pay all sums an **"insured"** legally must pay as a **"covered pollution cost or expense"** to which this insurance applies, caused by an **"accident"** and resulting from the ownership, maintenance or use of covered **"autos"**. However, we will only pay for the **"covered pollution cost or expense"** if there is either **"bodily injury"** or **"property damage"** to which this insurance applies that is caused by the same **"accident"**.

We have the right and duty to defend any **"insured"** against a **"suit"** asking for such damages or a **"covered pollution cost or expense"**. However, we have no duty to defend any **"insured"** against a **"suit"** seeking damages for **"bodily injury"** or **"property damage"** or a **"covered pollution cost or expense"** to which this insurance does not apply. We may investigate and settle any claim or **"suit"** as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are **"insureds"**:

- a. You for any covered **"auto"**.
- b. Anyone else while using with your permission a covered **"auto"** you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered **"auto"**.
This exception does not apply if the covered **"auto"** is a **"trailer"** connected to a covered **"auto"** you own.
 - (2) Your **"employee"** if the covered **"auto"** is owned by that **"employee"** or a member of his or her household.
 - (3) Someone using a covered **"auto"** while he or she is working in a business of selling, servicing, repairing, parking or storing **"autos"** unless that business is yours.
 - (4) Anyone other than your **"employees"**, partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their **"employees"**, while moving property to or from a covered **"auto"**.
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered **"auto"** owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an **"insured"** described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the **"insured"**:

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an **"accident"** we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any **"suit"** against the **"insured"** we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the **"insured"** at our request, including actual loss of earnings up to \$250 a day because of time off from work.



- (5) All court costs taxed against the **"insured"** in any **"suit"** against the **"insured"** we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **"insured"**.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any **"suit"** against the **"insured"** we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered **"auto"** is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered **"auto"** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered **"auto"** is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or **"property damage"** expected or intended from the standpoint of the **"insured"**.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an **"insured contract"**, provided the **"bodily injury"** or **"property damage"** occurs subsequent to the execution of the contract or agreement; or
- b. That the **"insured"** would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the **"insured"** or the **"insured's"** insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An **"employee"** of the **"insured"** arising out of and in the course of:
 - (1) Employment by the **"insured"**; or
 - (2) Performing the duties related to the conduct of the **"insured's"** business; or
- b. The spouse, child, parent, brother or sister of that **"employee"** as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the **"insured"** may be liable as an employer or in any other capacity; and



- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "**bodily injury**" to domestic "**employees**" not entitled to workers' compensation benefits or to liability assumed by the "**insured**" under an "**insured contract**". For the purposes of the Coverage Form, a domestic "**employee**" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"**Bodily injury**" to:

- a. Any fellow "**employee**" of the "**insured**" arising out of and in the course of the fellow "**employee's**" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "**employee**" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"**Property damage**" to or "**covered pollution cost or expense**" involving property owned or transported by the "**insured**" or in the "**insured's**" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"**Bodily injury**" or "**property damage**" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "**insured**" for movement into or onto the covered "**auto**"; or
- b. After it is moved from the covered "**auto**" to the place where it is finally delivered by the "**insured**".

8. Movement Of Property By Mechanical Device

"**Bodily injury**" or "**property damage**" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "**auto**".

9. Operations

"**Bodily injury**" or "**property damage**" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "**mobile equipment**"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "**mobile equipment**" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"**Bodily injury**" or "**property damage**" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;



- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or **"property damage"** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **"pollutants"**:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered **"auto"**;
 - (2) Otherwise in the course of transit by or on behalf of the **"insured"**; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered **"auto"**;
- b. Before the **"pollutants"** or any property in which the **"pollutants"** are contained are moved from the place where they are accepted by the **"insured"** for movement into or onto the covered **"auto"**; or
- c. After the **"pollutants"** or any property in which the **"pollutants"** are contained are moved from the covered **"auto"** to the place where they are finally delivered, disposed of or abandoned by the **"insured"**.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar **"pollutants"** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **"auto"** or its parts if:

- (1) The **"pollutants"** escape, seep, migrate or are discharged, dispersed or released directly from an **"auto"** part designed by its manufacturer to hold, store, receive or dispose of such **"pollutants"**; and
- (2) The **"bodily injury"**, **"property damage"** or **"covered pollution cost or expense"** does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of **"mobile equipment"**.

Paragraphs b. and c. above of this exclusion do not apply to **"accidents"** that occur away from premises owned by or rented to an **"insured"** with respect to **"pollutants"** not in or upon a covered **"auto"** if:

- (a) The **"pollutants"** or any property in which the **"pollutants"** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **"auto"**; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the **"pollutants"** is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or **"property damage"** arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.



13. Racing

Covered **"autos"** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered **"auto"** is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered **"autos"**, **"insureds"**, premiums paid, claims made or vehicles involved in the **"accident"**, the most we will pay for the total of all damages and **"covered pollution cost or expense"** combined resulting from any one **"accident"** is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All **"bodily injury"**, **"property damage"** and **"covered pollution cost or expense"** resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one **"accident"**.

No one will be entitled to receive duplicate payments for the same elements of **"loss"** under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for **"loss"** to a covered **"auto"** or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered **"auto's"** collision with another object; or
- (2) The covered **"auto's"** overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered **"auto"**.

c. Collision Coverage

Caused by:

- (1) The covered **"auto's"** collision with another object; or
- (2) The covered **"auto's"** overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered **"auto"** of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered **"auto"**, we will pay for the following under Comprehensive Coverage:

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- a. Glass breakage;
- b. **"Loss"** caused by hitting a bird or animal; and
- c. **"Loss"** caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered **"auto's"** collision or overturn considered a **"loss"** under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered **"auto"** of the private passenger type. We will pay only for those covered **"autos"** for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered **"auto"** is returned to use or we pay for its **"loss"**.

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an **"insured"** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered **"auto"**;
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered **"auto"**; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered **"auto"**.

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for **"loss"** caused by or resulting from any of the following. Such **"loss"** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the **"loss"**.
 - a. **Nuclear Hazard**
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. **War Or Military Action**
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for **"loss"** to any covered **"auto"** while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for **"loss"** to any covered **"auto"** while that covered **"auto"** is being prepared for such a contest or activity.



3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such **"loss"** resulting from the total theft of a covered **"auto"**.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered **"auto"**;
- b. Removable from a housing unit which is permanently installed in or upon the covered **"auto"**;
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- d. Necessary for the normal operation of the covered **"auto"** or the monitoring of the covered **"auto's"** operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the **"loss"**; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered **"auto"** in a housing, opening or other location that is not normally used by the **"auto"** manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.



D. Deductible

For each covered **"auto"**, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to **"loss"** caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of **"loss"**, either may demand an appraisal of the **"loss"**. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of **"loss"**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of **"accident"**, claim, **"suit"** or **"loss"**, you must give us or our authorized representative prompt notice of the **"accident"** or **"loss"**. Include:
 - (1) How, when and where the **"accident"** or **"loss"** occurred;
 - (2) The **"insured's"** name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved **"insured"** must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the **"insured's"** own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or **"suit"**.
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the **"suit"**.
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is **"loss"** to a covered **"auto"** or its equipment, you must also do the following:
 - (1) Promptly notify the police if the covered **"auto"** or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered **"auto"** from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered **"auto"** and records proving the **"loss"** before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.



3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "**insured**" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "**insured's**" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "**auto**" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "**loss**", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "**accident**" or "**loss**" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "**insured**" or the "**insured's**" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "**insured**", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "**auto**";
- c. Your interest in the covered "**auto**"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.



5. Other Insurance

- a. For any covered **"auto"** you own, this Coverage Form provides primary insurance. For any covered **"auto"** you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered **"auto"** which is a **"trailer"** is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the **"trailer"** is:
 - (1) Excess while it is connected to a motor vehicle you do not own; or
 - (2) Primary while it is connected to a covered **"auto"** you own.
- b. For Hired Auto Physical Damage Coverage, any covered **"auto"** you lease, hire, rent or borrow is deemed to be a covered **"auto"** you own. However, any **"auto"** that is leased, hired, rented or borrowed with a driver is not a covered **"auto"**.
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an **"insured contract"**.
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover **"accidents"** and **"losses"** occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered **"auto"** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the **"insured's"** responsibility to pay damages is determined in a **"suit"** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover **"loss"** to, or **"accidents"** involving, a covered **"auto"** while being transported between any of these places.

Form No: CA 00 01 10 13

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6056953466

Policy Effective Date: 05/26/2021

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8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "**accident**", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "**Accident**" includes continuous or repeated exposure to the same conditions resulting in "**bodily injury**" or "**property damage**".

B. "**Auto**" means:

1. A land motor vehicle, "**trailer**" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "**auto**" does not include "**mobile equipment**".

C. "**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "**Covered pollution cost or expense**" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "**insured**" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "**pollutants**"; or
2. Any claim or "**suit**" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "**pollutants**".

"**Covered pollution cost or expense**" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "**pollutants**":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "**auto**";
 - (2) Otherwise in the course of transit by or on behalf of the "**insured**"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "**auto**";
- b. Before the "**pollutants**" or any property in which the "**pollutants**" are contained are moved from the place where they are accepted by the "**insured**" for movement into or onto the covered "**auto**"; or
- c. After the "**pollutants**" or any property in which the "**pollutants**" are contained are moved from the covered "**auto**" to the place where they are finally delivered, disposed of or abandoned by the "**insured**".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "**pollutants**" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "**auto**" or its parts, if:

- (1) The "**pollutants**" escape, seep, migrate or are discharged, dispersed or released directly from an "**auto**" part designed by its manufacturer to hold, store, receive or dispose of such "**pollutants**"; and



(2) The "**bodily injury**", "**property damage**" or "**covered pollution cost or expense**" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "**mobile equipment**".

Paragraphs b. and c. above do not apply to "**accidents**" that occur away from premises owned by or rented to an "**insured**" with respect to "**pollutants**" not in or upon a covered "**auto**" if:

- (a) The "**pollutants**" or any property in which the "**pollutants**" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "**auto**"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "**pollutants**" is caused directly by such upset, overturn or damage.

E. "**Diminution in value**" means the actual or perceived loss in market value or resale value which results from a direct and accidental "**loss**".

F. "**Employee**" includes a "**leased worker**". "**Employee**" does not include a "**temporary worker**".

G. "**Insured**" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "**suit**" is brought.

G. "**Insured contract**" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "**bodily injury**" or "**property damage**" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "**employees**", of any "**auto**". However, such contract or agreement shall not be considered an "**insured contract**" to the extent that it obligates you or any of your "**employees**" to pay for "**property damage**" to any "**auto**" rented or leased by you or any of your "**employees**".

An "**insured contract**" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "**bodily injury**" or "**property damage**" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "**auto**" to you or any of your "**employees**", if the "**auto**" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "**auto**" for hire harmless for your use of a covered "**auto**" over a route or territory that person or organization is authorized to serve by public authority.

I. "**Leased worker**" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "**Leased worker**" does not include a "**temporary worker**".

J. "**Loss**" means direct and accidental loss or damage.



- K. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **"mobile equipment"** but will be considered **"autos"**:
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, **"mobile equipment"** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **"autos"**.
- L. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage"** means damage to or loss of use of tangible property.
- N. "Suit"** means a civil proceeding in which:
1. Damages because of **"bodily injury"** or **"property damage"**; or
 2. A **"covered pollution cost or expense"**;
- to which this insurance applies, are alleged.
- "Suit"** includes:
- a. An arbitration proceeding in which such damages or **"covered pollution costs or expenses"** are claimed and to which the **"insured"** must submit or does submit with our consent; or



Business Auto Policy
Policy

- b.** Any other alternative dispute resolution proceeding in which such damages or "**covered pollution costs or expenses**" are claimed and to which the insured submits with our consent.
- O.** "**Temporary worker**" means a person who is furnished to you to substitute for a permanent "**employee**" on leave or to meet seasonal or short-term workload conditions.
- P.** "**Trailer**" includes semitrailer.

Form No: CA 00 01 10 13

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6056953466

Policy Effective Date: 05/26/2021

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Technology General Liability Extension Endorsement

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

POLICY NUMBER: 6056953466

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hinderliter de Llamas & Associates

Endorsement Effective Date: 5/25/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers

1666 North Main Street

Walnut Creek,, CA 94596

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CNA Paramount

Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 STOP GAP LIABILITY COVERAGE PART
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE

Number of days notice (other than for nonpayment of premium):	30 Days
Number of days notice for nonpayment of premium:	10 Days
Name of person or organization to whom notice will be sent:	The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers
Address:	1666 North Main Street Walnut Creek, CA 94596

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA Paramount

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers

1666 North Main Street

Walnut Creek,, CA 94596

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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{ CNA }

Insured Name: **Hinderliter de Llamas & Associates, HdL Software, LLC.**

Policy No: 6056953483

Endorsement No: TBD

Effective Date: 05/26/2021

Endo EffectiveDate: 5/25/2021

POLICY NUMBER: 6056953466

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hinderliter de Llamas & Associates

Endorsement Effective Date: 5/25/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers

1666 North Main Street

Walnut Creek,, CA 94596

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** –

Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



CNA Paramount

Additional Insured - Designated Person or Organization Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person Or Organization: The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers

1666 North Main Street

Walnut Creek,, CA 94596

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

- A.** The person or organization shown in the Schedule is an **Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part, by: the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:
1. in the performance of the **Named Insured's** ongoing operations; or
 2. in connection with premises owned by or rented to the **Named Insured**.
- B.** However, if coverage for the additional insured is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
1. coverage broader than required by such contract or agreement; or
 2. a higher limit of insurance than required by such contract or agreement.
- C.** The coverage granted by this endorsement does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Page1 of 1

PolUWCompany - CNA Paramount

Insured Name: HdL Companies

Policy No: 6056953483

Endorsement No: TBD

Effective Date: 5/25/2021



Workers Compensation
WC 04 03 06 (04-1984)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **Waiver of Subrogation Percent** of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
Waiver of Subrogation Person or Organization The City of Walnut Creek, its officials, officers, directors, employees, agents and volunteers 1666 North Main Street		Waiver of Subrogation Job Description Walnut Creek,, CA 94596

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 04 03 06 (04-1984)

Policy No: 6056953497
Policy Effective Date: 05/26/2021
Policy Page: 1 of 1



CNA Paramount Excess and Umbrella Liability Policy Declarations

POLICY DECLARATIONS

Named Insured and Mailing Address

Named Insured:
HINDERLITER, DE LLAMAS & ASSOCIATES

Mailing Address:
120 S STATE COLLEGE BLVD STE 200
BREA, CA 92821-5834

Policy Information

Policy Number: 6056953502
Renewal of: 6056953502
Insurer's Name and Address:
The Continental Insurance Company
151 N Franklin St
Chicago, IL 60606

Producer Information

Producer:
WOODRUFF SAWYER & CO
2 PARK PLAZA SUITE 500
IRVINE, CA 92614-2565

Producer Code: 240-061233

Policy Period

05/26/2021 to 05/26/2022 at 12:01 a.m. Standard Time at your mailing address.

Limits of Insurance

Each Incident Limit	\$3,000,000
Aggregate Limit	\$3,000,000
Aggregate Products-Completed Operations Hazard Limit	\$3,000,000
Policy Aggregate Limit	N/A
Crisis Management Expenses Aggregate Limit	\$300,000
Key Employee Replacement Expenses Aggregate Limit	\$100,000

Self-Insured Retention

Self-Insured Retention	\$10,000
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Form No: CNA75501XX (03-2015)
Policy Declarations Page: 1 of 4
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056953502
Policy Effective Date: 05/26/2021
Policy Page: 7 of 55



CNA Paramount Excess and Umbrella Liability Policy Declarations

Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
National Fire Insurance Company of Hartford 6056953483 05/26/2021 to 05/26/2022	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
National Fire Insurance Company of Hartford 6056953466 05/26/2021 to 05/26/2022	Auto Liability	Combined Single Limit	\$1,000,000
Continental Insurance Company 6056953497 05/26/2021 to 05/26/2022	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056953502

Policy Effective Date: 05/26/2021

Policy Page: 8 of 55



CNA Paramount Excess and Umbrella Liability Policy Declarations

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company 6056677063 05/26/2021 to 05/26/2022	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000
National Fire Insurance Company of Hartford 6056953483 05/26/2021 to 05/26/2022	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$2,000,000

Forms and Endorsements Attached to this Policy

See SCHEDULE OF FORMS AND ENDORSEMENTS

Premium

Minimum Earned Premium	0% of the Total Premium
Total Premium	\$2,553.00
Premium includes the following amount for Certified Acts of Terrorism Coverage	\$0

Form No: CNA75501XX (03-2015)
 Policy Declarations Page: 3 of 4
 Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056953502
 Policy Effective Date: 05/26/2021
 Policy Page: 9 of 55



CNA Paramount Excess and Umbrella Liability Policy Declarations

Notices

Notice to insurer

Address: CNA Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPRports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056953502

Policy Effective Date: 05/26/2021

Policy Page: 10 of 55



CNA Paramount Excess and Umbrella Liability Policy Schedule

SCHEDULE OF FORMS AND ENDORSEMENTS

Endorsement Number	Form Name	Form Number	Form Edition Date
1	CANCELLATION AND NONRENEWAL ENDORSEMENT - CALIFORNIA	CNA62814CA	12-2019
2	DESIGNATED COVERAGE EXCLUSION ENDORSEMENT	CNA75550XX	03-2015
3	NAMED INSURED ENDORSEMENT	CNA75597XX	03-2015
4	UNDERLYING INSURANCE COVERAGE LIMITATION ENDORSEMENT	CNA76492XX	03-2015
5	COVERAGE TERRITORY AMENDMENT PRODUCTS EXCLUSION ENDORSEMENT	CNA76493XX	03-2015
6	PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT COVERAGE B	CNA76530XX	03-2015
7	AMENDMENT TO NAMED INSURED	CNA88301XX	08-2017
	POLICYHOLDER NOTICE OF AC REQUIREMENTS	CNA76614XX	03-2015
	PAYMENT PLAN SCHEDULE	CNA84401XX	12-2015
	POLICY DECLARATIONS	CNA75501XX	03-2015
	POLICY LIMITATION DISCLOSURE NOTICE	CNA76626XX	07-2016
	PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY	CNA75504XX	03-2015
	NOTICE - OFFER OF TERRORISM COVERAGE, DISCLOSURE OF PREMIUM	CNA75532XX	01-2015

Form No: CNA62640XX (09-2012)

Policy Schedule Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6056953502

Policy Effective Date: 05/26/2021

Policy Page: 11 of 55

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Finance/City Treasurer

Date: August 15, 2022

Subject: Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2022-2023

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8173 (Attachment "A") establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;
- b. Fix the property tax rate for Fiscal Year (FY) 2022-2023 at \$0.190332 per \$100 of assessed valuation; and
- c. Levy that tax rate upon all taxable property in the City.

BACKGROUND:

1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing an ad valorem property tax rate to raise the funds necessary to pay the City's annual obligation to the California Public Employees' Retirement System (CalPERS) for the retirement benefits of City employees.
2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorized local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978 (i.e., prior to the effective date of Proposition 13).
3. In FY 1982-1983, the City levied an ad valorem property tax rate of \$0.28420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5252, Adopted August 18, 1982) to pay the City's annual CalPERS obligation.

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2022-2023

Page 2 of 4

4. In FY 1983-1984, the City levied an ad valorem property tax rate of \$0.26420 for each \$100 of assessed value on all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983) to pay the City's annual CalPERS obligation.
5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.
6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is \$0.28420 for each \$100 of assessed property value, which rate was established in FY 1982-1983.
7. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2021-2022 was \$0.169975 per \$100 of assessed valuation.

ANALYSIS:

Each year, the City must establish a property tax levy to be used to pay the City's obligation to CalPERS for employee pension benefits. The City's ad valorem property tax is dedicated to fund pension obligations and is critical to the long-term financial stability of the City. Most cities in California do not have a revenue stream dedicated to pay pension costs and must use General Funds to meet their pension obligation. Continuing to manage this tax responsibly ensures a long-term, non-General Fund revenue stream to pay employee pension costs.

The tax rate levied cannot exceed \$0.28420 per \$100 of assessed value and may only be used to fund the value of benefits attributable to the level of benefits contracted for or effective before July 1, 1978. The value of pension benefit enhancements since July 1, 1978 must be funded through sources other than the pension tax (i.e., Enterprise Funds, Special Funds, General Fund, employee contributions, etc.).

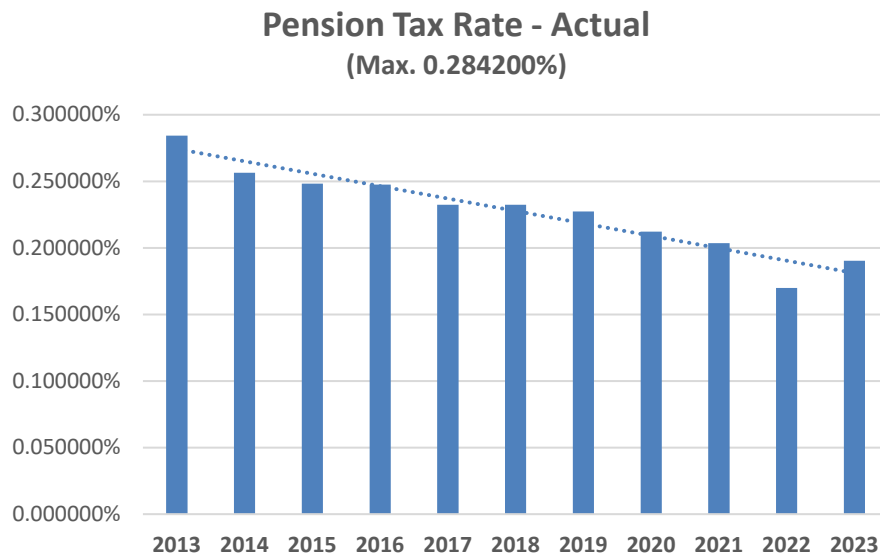
The Los Angeles County Assessor has recently released their Statement of Values for FY 2022-2023 (Attachment "B"). The total preliminary Assessed Value for San Fernando is \$2,395,190,428 (6.9% increase from FY 2021-2022). The City's estimated CalPERS pension costs for FY 2022-2023 is \$5.7 million. Of that total, approximately \$4.6 million is considered to be attributable to the value of benefits provided in 1978. The proposed tax rate required to raise sufficient revenue to fund this obligation is \$0.190332 per \$100 of assessed value (see Attachment "A" Exhibit "1" to additional detail).

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2022-2023

Page 3 of 4

Although assessed values grew in San Fernando, performance losses on CalPERS' return on investments at -6.1% coupled with the increased number of staff positions added to enhance City services result in an increase of 12.0% to the Pension Tax over last year's levy. Additionally, there were one-time savings in FY 2021-2022 due to the Pension Obligation Bond that the City issued to reduce the interest rate paid on outstanding liability.

At \$0.190332, the tax rate is 33.0% lower than the maximum allowable rate of \$0.28420.



In FY 2021-2022, the average residential property paid \$518. Based on the new fiscal year 2022-2023 preliminary assessed values and proposed rate, the average residential property will pay approximately \$581.

BUDGET IMPACT:

The City's total estimated CalPERS cost is \$5.7 million. Per an actuarial valuation, the City may fund up to 80%, approximately \$4.6 million, of the total CalPERS cost from the Pension Tax. The remaining 20%, approximately \$1.1 million, must be funded from other sources. The funding for the remaining amount is from a mix of allocated salaries and employee contribution charges to Special Funds, which is included in the FY 2022-2023 Adopted Budget.

Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2022-2023

Page 4 of 4

CONCLUSION:

The Los Angeles County Auditor Controller requires the City Council to adopt a resolution establishing the tax rate on an annual basis. This information must be submitted before August 22, 2022, to allow the levy to be placed on the current tax bills.

Adoption of Resolution No. 8173 will fix the property tax rate at \$0.190332 per \$100 of assessed value and will be used to fund the appropriate portion of the City's total annual CalPERS obligation, which is estimated at \$4.6 million for FY 2022-2023.

ATTACHMENTS:

- A. Resolution No. 8173, including:
 - Exhibit 1: FY 2022-2023 Calculation of Property Tax for City's Obligation to the California Public Employee's Retirement System
- B. Fiscal Year 2022-2023 Assessed Valuation and Tax Rate Input Forms (August 8, 2022)

RESOLUTION NO. 8173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2022-2023 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946

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

SECTION 1: On April 9, 1946, the voters of the City of San Fernando ("City") approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System ("PERS") for the retirement benefits of City employees.

SECTION 2: California Revenue and Taxation Code Section 96.31(a) provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in FY 1982-1983 or FY 1983-1984. Revenue and Taxation Code Section 96.31(b) provides that the tax rate imposed by a jurisdiction pursuant to Section 96.31(a) may not exceed the rate imposed by that jurisdiction in FY 1982-1983 or FY 1983-1984.

SECTION 3: For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.28420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5252). For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of \$0.26420 for each one hundred dollars (\$100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5326). Pursuant to California Revenue and Taxation Code Section 96.31(b), the City is authorized to impose a maximum tax rate of \$0.28420 for each \$100 of assessed property value, which is the property tax rate imposed by the City in FY 1982-1983.

SECTION 4: As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of \$3,847,109 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2022-2023.

SECTION 5: Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2022-2023 at \$0.190332 and hereby levies such tax in that amount upon each one hundred dollars (\$100.00) of property value of all property in the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

SECTION 6: The City Clerk is directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution, together with a statement of the tax rate fixed herein.

SECTION 7: The City Clerk shall certify to the adoption to this Resolution, which shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED THIS 15th day of August, 2022.

Mary Mendoza, 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. 8173 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 15th day of August, 2022, 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 August, 2022.

Julia Fritz, City Clerk

City of San FernandoFY 2022-2023 Calculation of Property Tax for City's Obligation
to the California Public Employee's Retirement System

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax areas 240.01 through 240.07.

Assessed Valuation General City Area (240.01)	\$1,416,416,064
Assessed Valuation RP Area #1 (240.02)	\$77,695,907
Assessed Valuation RP Area #2 (240.03)	\$71,305,820
Assessed Valuation Civic Center (240.04)	\$171,067,746
Assessed Valuation Civic Center '84 Annex (240.05)	\$439,513,206
Assessed Valuation RP #1 '89 Annex (240.06)	\$100,476,888
Assessed Valuation RP Area #4 '95 Annex (240.07)	\$118,675,697
Total Retirement Assessed Valuation	\$2,395,151,328
Estimated Retirement Cost (FY 2022-23 Budget)	\$5,698,421
Amount Charged to Other Funds	(\$925,656)
Less Employee Contributions	(\$100,000)
Funding Required (FY 2022-2023)	\$4,672,765
Max funding per actuarial determination (80%)**	\$4,558,737
Funding Rate per \$100 of Assessed Value (Funding Required/Total Retirement AV)*100	\$0.190332
Maximum Funding Rate Allowed*	\$0.284200

Notes:

*The Funding Rate required is **\$0.190332**; The City is authorized to impose a maximum amount of \$0.284200 per Revenue and Taxation Code Section 96.31.

**In August 2019, the City received an Actuarial Study estimating the current value of pension benefits provided in 1978, prior to voter approval of Proposition 13, which limited the amount the City's Pension Tax can fund to the current value of pension benefits provided in 1978.



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

PROPERTY TAX APPORTIONMENT DIVISION
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 484
LOS ANGELES, CALIFORNIA 90012-3554

ARLENE BARRERA
AUDITOR-CONTROLLER

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

ROBERT G. CAMPBELL
KAREN LOQUET
CONNIE YEE

August 8, 2022

All Taxing Agencies
County of Los Angeles

Attention: Treasurer or Finance Director

**FISCAL YEAR (FY) 2022-23 ASSESSED VALUATION AND TAX RATE INPUT
FORMS**

Enclosed are the FY 2022-23 assessed valuation statements for your taxing agency and our standard CR52 Report A input form for this fiscal year. To assist you in establishing your tax rates, also included is an information sheet indicating the FY 2021-2022 unitary and pipeline revenue paid to your agency. This represents your agency's proportionate share of the tax revenue generated from the FY 2021-2022 countywide unitary values assessed by the State and pipeline values assessed by the County.

The CR52 Report A input form along with a copy of your resolution must be completed and returned by August 22, 2022. The tax rates must be extended to six decimal places (e.g., 123456). Please enter zeros (e.g., 000000), if your agency does not levy a tax rate. **If your agency levies a tax rate, it must be in accordance with the provisions of Article XIII A, Section 1(b) of the Constitution of the State of California.** This law requires that a debt service rate only be applied to the voters if it is approved prior to July 1, 1978 and any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

Please email the completed electronic form in PDF format and a scanned copy of the signed resolution to Merle Guazon at MGuazon@auditor.lacounty.gov. Then, submit the original signed form and a copy of the signed resolution to:

County of Los Angeles
Department of Auditor-Controller
Property Tax Apportionment Division
500 West Temple Street, Room 484
Los Angeles, California 90012-3554
Attention: Jeffrey Revilla

Please make sure the input form is completely filled out and signed to ensure inclusion of your tax rate(s) on the tax bills.

If you have any questions or require additional assistance, please contact Jeffrey Revilla at JRevilla@auditor.lacounty.gov or Ellaine Mallari at EMallari@auditor.lacounty.gov.

Very truly yours,

pp 

Kristina Burns
Division Chief

KB:JR:em

H:\Create Tax Roll - Annual\NEW - FY PROCESS\FY 2022-2023\CR Process\Debt Service Rate Letter FY 2022-23.docx

Attachments

CR52RPTA

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER, TAX DIVISION

2022 - 23 SECURED TAX RATES

ACCT #	AGENCY NAME	TAX RATE
240.01	CITY-S FERNANDO TD #1	_____
240.02	CITY-S FERNANDO RP #1	_____
240.03	CITY-S FERNANDO RP #2	_____
240.04	CITY-S FERNANDO CIV CENT RP TD 1	_____
240.05	CITY-S FERNANDO CV CTR RP 84 ANX	_____
240.06	CITY-S FERNANDO RP 1 89 ANX	_____
240.07	CITY S FERNANDO RP AREA 4 95 ANX	_____

I, _____, AM A MEMBER OF THE CITY COUNCIL, A MEMBER OF THE GOVERNING BOARD, THE CHIEF EXECUTIVE OR THE CHIEF FINANCIAL OFFICER FOR THIS AGENCY AND I HEREBY CERTIFY THAT THE TAX RATES LEVIED HEREIN ARE IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XIII SECTION 1(b) OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

AUTHORIZED SIGNATURE

TITLE

DATE

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS AUGUST 2022

0681

TAXING AGENCY 240.01 CITY-S FERNANDO TD #1**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	789675559
IMPROVEMENTS	642554392
PERSONAL PROPERTY	382930
LESS: EXEMPTIONS ¹	29924991
TOTAL - LOCALLY ASSESSED	1402687890

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	
TOTAL - SECURED VALUATIONS	1402687890

UNSECURED VALUATIONS ²

LAND	
IMPROVEMENTS	5640648
PERSONAL PROPERTY	8108913
LESS: EXEMPTIONS ¹	21387
TOTAL - UNSECURED VALUATIONS	13728174
GRAND TOTAL	1416416064

AIRCRAFT ³

SECURED
HOMEOWNER EXEMPTION ⁴ 11942000

UNSECURED
HOMEOWNER EXEMPTION ⁵

TOTAL
HOMEOWNER EXEMPTION 11942000

¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS

AUGUST 2022

0682

TAXING AGENCY 240.02 CITY-S FERNANDO RP #1**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND 36109598

IMPROVEMENTS 36776927

PERSONAL PROPERTY

LESS: EXEMPTIONS ¹

TOTAL - LOCALLY ASSESSED 72886525

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY

TOTAL - SECURED VALUATIONS 72886525

UNSECURED VALUATIONS ²

LAND

IMPROVEMENTS 2302402

PERSONAL PROPERTY 2506980

LESS: EXEMPTIONS ¹

TOTAL - UNSECURED VALUATIONS 4809382

GRAND TOTAL 77695907AIRCRAFT ³SECURED
HOMEOWNER EXEMPTION ⁴UNSECURED
HOMEOWNER EXEMPTION ⁵TOTAL
HOMEOWNER EXEMPTION¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS

AUGUST 2022

0683

TAXING AGENCY 240.03 CITY-S FERNANDO RP #2**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	35044220
IMPROVEMENTS	34169189
PERSONAL PROPERTY	85000
LESS: EXEMPTIONS ¹	3568517
TOTAL - LOCALLY ASSESSED	65729892

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	39000
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	39000
TOTAL - SECURED VALUATIONS	65768892

SECURED
HOMEOWNER EXEMPTION ⁴**UNSECURED VALUATIONS ²**

LAND	
IMPROVEMENTS	2407697
PERSONAL PROPERTY	3168231
LESS: EXEMPTIONS ¹	
TOTAL - UNSECURED VALUATIONS	5575928

GRAND TOTAL 71344820AIRCRAFT ³UNSECURED
HOMEOWNER EXEMPTION ⁵TOTAL
HOMEOWNER EXEMPTION¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS AUGUST 2022

0684

TAXING AGENCY 240.04 CITY-S FERNANDO CIV CENT RP TD 1**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	84682656
IMPROVEMENTS	99404349
PERSONAL PROPERTY	95920
LESS: EXEMPTIONS ¹	22828869
TOTAL - LOCALLY ASSESSED	161354056

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	100
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	100

TOTAL - SECURED VALUATIONS	161354156
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SECURED HOMEOWNER EXEMPTION ⁴	252000
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UNSECURED VALUATIONS ²

LAND	
IMPROVEMENTS	2106247
PERSONAL PROPERTY	7607443
LESS: EXEMPTIONS ¹	
TOTAL - UNSECURED VALUATIONS	9713690

GRAND TOTAL	171067846
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AIRCRAFT ³

UNSECURED HOMEOWNER EXEMPTION ⁵	
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TOTAL HOMEOWNER EXEMPTION	252000
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¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS

AUGUST 2022

0685

TAXING AGENCY 240.05 CITY-S FERNANDO CV CTR RP 84 ANX

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND 215536374

IMPROVEMENTS 146702966

PERSONAL PROPERTY

LESS: EXEMPTIONS ¹

TOTAL - LOCALLY ASSESSED 362239340

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND

IMPROVEMENTS

PERSONAL PROPERTY

TOTAL - PUBLIC UTILITY

TOTAL - SECURED VALUATIONS 362239340

UNSECURED VALUATIONS ²

LAND

IMPROVEMENTS 32024977

PERSONAL PROPERTY 45248889

LESS: EXEMPTIONS ¹

TOTAL - UNSECURED VALUATIONS 77273866

GRAND TOTAL 439513206AIRCRAFT ³

SECURED
HOMEOWNER EXEMPTION ⁴ 14000

UNSECURED
HOMEOWNER EXEMPTION ⁵

TOTAL
HOMEOWNER EXEMPTION 14000

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AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS AUGUST 2022

0686

TAXING AGENCY 240.06 CITY-S FERNANDO RP 1 89 ANX

SECURED VALUATIONS

LOCALLY ASSESSED -

LAND	51470870
IMPROVEMENTS	50081600
PERSONAL PROPERTY	4100
LESS: EXEMPTIONS ¹	4615561
TOTAL - LOCALLY ASSESSED	96941009

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	

TOTAL - SECURED VALUATIONS	96941009
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SECURED HOMEOWNER EXEMPTION ⁴	266000
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UNSECURED VALUATIONS ²

LAND	
IMPROVEMENTS	1612262
PERSONAL PROPERTY	1923617
LESS: EXEMPTIONS ¹	
TOTAL - UNSECURED VALUATIONS	3535879

GRAND TOTAL	100476888
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AIRCRAFT ³

UNSECURED HOMEOWNER EXEMPTION ⁵	
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TOTAL HOMEOWNER EXEMPTION	266000
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¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

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AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS AUGUST 2022

0687

TAXING AGENCY 240.07 CITY S FERNANDO RP AREA 4 95 ANX**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	69512843
IMPROVEMENTS	44970922
PERSONAL PROPERTY	
LESS: EXEMPTIONS ¹	
TOTAL - LOCALLY ASSESSED	114483765

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	
TOTAL - SECURED VALUATIONS	114483765

SECURED HOMEOWNER EXEMPTION ⁴	56000
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UNSECURED VALUATIONS ²

LAND	
IMPROVEMENTS	1208521
PERSONAL PROPERTY	2983411
LESS: EXEMPTIONS ¹	
TOTAL - UNSECURED VALUATIONS	4191932

GRAND TOTAL	118675697
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AIRCRAFT ³

UNSECURED HOMEOWNER EXEMPTION ⁵	
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TOTAL HOMEOWNER EXEMPTION	56000
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County of Los Angeles.

AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

**COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION**

SV13 07/22/22

ASSESSED VALUATIONS AUGUST 2022

0688

TAXING AGENCY 240.00 CITY TOTAL - CITY S FERNANDO RP**SECURED VALUATIONS**

LOCALLY ASSESSED -

LAND	1282032120
IMPROVEMENTS	1054660345
PERSONAL PROPERTY	567950
LESS: EXEMPTIONS ¹	60937938
TOTAL - LOCALLY ASSESSED	2276322477

PUBLIC UTILITY (ST. BOARD OF EQUAL.)

LAND	39100
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	39100
TOTAL - SECURED VALUATIONS	2276361577

SECURED HOMEOWNER EXEMPTION ⁴	12530000
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UNSECURED VALUATIONS ²

LAND	
IMPROVEMENTS	47302754
PERSONAL PROPERTY	71547484
LESS: EXEMPTIONS ¹	21387
TOTAL - UNSECURED VALUATIONS	118828851
GRAND TOTAL	2395190428

UNSECURED HOMEOWNER EXEMPTION ⁵	
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TOTAL HOMEOWNER EXEMPTION	12530000
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AIRCRAFT ³¹ Exclusive of Homeowner Exemption.² Tax levied at last year's secured rate.³ Taxed at full rate & distributed according to 5451 to 5456 of the Revenue & Taxation Code.⁴ Do not add to exemptions for rate setting purposes.⁵ Subtract from "Total-Unsecured Valuations" for determination of Unsecured Tax Revenue.

The above information was compiled
from the official records of the
County of Los Angeles.

AUDITOR - CONTROLLER

By Kristina Burns
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER/TAX DIVISION

2021-2022 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2021-2022. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY (STATE ASSESSED) AND PIPELINE (COUNTY ASSESSED) VALUE OF \$20,939,323,826 REPORTED IN 2021-2022.

FOR YOUR INFORMATION, THE 2022-2023 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS \$23,971,145,943.

ACCOUNT NO.	AGENCY NAME	1% REVENUE	D/S REVENUE
240.01	CITY-S FERNANDO TD #1	57,571.91	131,102.54

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER/TAX DIVISION

2021-2022 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2021-2022. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY (STATE ASSESSED) AND PIPELINE (COUNTY ASSESSED) VALUE OF \$20,939,323,826 REPORTED IN 2021-2022.

FOR YOUR INFORMATION, THE 2022-2023 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS \$23,971,145,943.

ACCOUNT NO.	AGENCY NAME	1% REVENUE	D/S REVENUE
-	-	-	-
240.02	CITY-S FERNANDO RP #1	4,622.30	.00
240.03	CITY-S FERNANDO RP #2	109,586.73	.00
240.04	CITY-S FERNANDO CIV CENT RP	19,177.94	.00
240.05	CITY-S FERNANDO CV CTR RP 8	47,405.09	.00
240.06	CITY-S FERNANDO RP 1 89 AN	4,285.38	.00
240.07	CITY S FERNANDO RP AREA 4 9	3,091.41	.00

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: August 15, 2022

Subject: Consideration to Award a Construction Contract for Phase 1 of the Annual Street Resurfacing Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsive bid in the amount of \$1,853,080 from Toro Enterprises, Inc. for construction of these improvements; and
- b. Approve a construction contract with Toro Enterprises, Inc. for an amount not-to-exceed \$1,853,080 (Attachment "A" - Contract No. 2100); and
- c. Authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$185,308, to cover costs of unforeseen conditions or additional scope of work requested by the City, and execute all related documents.

BACKGROUND:

1. On December 6, 2021, the City Council approved Contract No. 2046 with GMU Pavement Engineering Services (GMU) for on-call pavement engineering design services.
2. Since January 2022, City and GMU staff have been working closely together to evaluate all of the City's streets and develop a comprehensive list of approximately 30 miles of streets to pave with slurry seal in Fiscal Year (FY) 2022-2023.
3. On June 21, 2022, the City Council adopted a resolution to accept a partial list of the streets (approximately eight miles) to be paved in FY 2022-2023 using Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 funds.
4. On July 5, 2022, the City Council authorized the formal solicitation of bids for Phase 1 of the Annual Street Resurfacing Project.

Consideration to Award a Construction Contract for Phase 1 of the Annual Street Resurfacing Project

Page 2 of 4

5. On August 1, 2022, four bids were received and opened publicly in City Council chambers by the City Clerk.

ANALYSIS:

Historically, the City has used its annual allocation of street resurfacing funds from the State and County to repair one to two miles of streets using the Thin Overlay process. This is a standard method for repaving of streets by grinding away up to two inches of existing pavement surface and using asphalt to pave a new surface. While this is considered a standard and acceptable method, the cost for doing this kind of pavement resurfacing does not allow the City to make much progress on the backlog of streets that require attention. Additionally, many streets have older water and sewer mains that may require upgrades in the next five years and the City currently does not have the funds to replace these sections of mains before placing an expensive thin overlay asphalt surface over the street.

City and GMU staff worked together to evaluate alternative methods for addressing many of the streets in the City over the next three years, with the goal of resurfacing all streets using a combination of more affordable pavement treatments, primarily slurry seal. This method has been reviewed and approved by City Council during the FY 2021-2022 and FY 2022-2023 Budget Study Sessions.

Phase 1 of Annual Street Resurfacing Project.

The City will begin this year's annual street resurfacing project by focusing on preserving approximately 18 miles of streets that are in fair condition and extending their useful life. This is an important approach to managing the City's street pavement inventory, as the tendency in the past has been to let streets in a fair-to-good condition deteriorate and focus on repaving one to two miles of streets in poor condition using a thin overlay. This is not an uncommon predicament facing cities and it can be challenging to make these decisions when there is a significant backlog of streets requiring attention.

By addressing the streets in a fair-to-good condition first, the City is preserving more than one-third of the street inventory and providing a proper traveling surface free of potholes and cracks for the next seven to ten years using a very affordable slurry seal process. This process will focus on filing any cracks, repairing any potholes, and then sealing with a thin layer of asphalt slurry that seals the street. In addition to the slurry seal of the streets, the project will focus on addressing concrete repairs to the curb and gutter along the street. A full list of streets to be addressed as part of Phase 1 is shown in the project bid package (Attachment "B").

Phase 2 of Annual Street Resurfacing Project.

City and GMU staff are concurrently working on completing the design of a more robust two- and three-step slurry seal process for streets that are moderately to significantly deteriorated with cracks and potholes. These are streets that typically require an overlay treatment. This two- and

Consideration to Award a Construction Contract for Phase 1 of the Annual Street Resurfacing Project

Page 3 of 4

three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays.

Staff anticipates returning to City Council in September 2022 with plans and specifications to be released for this second phase of the Annual Street Resurfacing Project. Up to an additional 12 miles of streets will be paved using the two- and three-step slurry process. Work on this project would begin in December 2022 and continue through Summer 2023.

Bid Analysis.

Staff analyzed the four bids received and determined that Toro Enterprises, Inc. met all the requirements for the bid submittal. The table below summarizes the bid received:

RANK	BIDDER	BID AMOUNT
1	Toro Enterprises, Inc.	\$1,853,080.00
2	VSS International, Inc.	\$1,985,120.00
3	American Asphalt South, Inc.	\$2,010,801.20
4	Excel Paving	\$2,029,865.00

Project Schedule.

Phase 1 of the project is expected to begin in September 2022 and completion is anticipated by March 2023. The first part of the project will focus on crack sealing, concrete work, and repairing potholes prior to start of the slurry seal process in October 2022. Signage and striping, and painting of address numbers will be completed at the end of the project.

BUDGET IMPACT:

The Annual Street Resurfacing Project is being funded through a combination of State and County funds that are allocated each year to the City based on population size. These funding sources include SB 1 and Gas Tax from the State, as well as Measure M, Measure R, and Proposition C from Los Angeles County. A total of \$4,599,228 is available in FY 2022-2023, including \$2,015,053 in new funds allocated to the City. It is anticipated that up to \$2,000,000 will be used for Phase 1 of the Annual Street Resurfacing Project and the remainder of the balance will be used to fund Phase 2 of the project at the end of 2022.

Consideration to Award a Construction Contract for Phase 1 of the Annual Street Resurfacing Project

Page 4 of 4

SOURCES		
Fund	Account Number	Allocation
SB 1	025-3623-0000	\$ 1,853,189
Measure R	012-3210-0000	\$ 820,130
Measure M	024-3210-0000	\$ 1,085,548
Proposition C	008-3210-0000	\$ 532,465
State Gas Tax	011-3610-0000	\$ 52,896
Capital Outlay	032-3970-0000	\$ 255,000
Total Sources:		\$ 4,599,228

USES		
Activity	Account Number	Cost
Design/Construction Management	008/011/012/024/025/032-311-0560-4600	\$ 689,884
Construction	008/011/012/024/025/032-311-0560-4600	\$ 3,909,344
Total Uses:		\$ 4,599,228

CONCLUSION:

It is recommended that the City Council approve and authorize the City Manager to execute a construction contract with Toro Enterprises, Inc. and all recommended actions necessary to successfully execute Phase 1 of the Annual Street Resurfacing Project.

ATTACHMENTS:

- A. Contract No. 2100, including:
 - Exhibit A: Bid Proposal
 - Exhibit B: List of Subcontractors
 - Exhibit C: Bid Bond
 - Exhibit D: Payment Bond (to be purchased after award of contract)
 - Exhibit E: Performance Bond (to be purchased after award of contract)
- B. List of Streets to be paved in Phase 1 of Annual Street Resurfacing Project

**CONSTRUCTION CONTRACT/AGREEMENT****FISCAL YEAR 2022-2023
PHASE 1, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7167, PLAN NO. P-739**

THIS AGREEMENT, made and entered into this 15th day of August 2022, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and TORO 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 **FISCAL YEAR 2022-2023 PHASE 1, ANNUAL STREET RESURFACING PROJECT JOB NO. 7167, PLAN NO. P-739**, 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: **FISCAL YEAR 2022-2023 PHASE 1, ANNUAL STREET RESURFACING PROJECT JOB NO. 7167, PLAN NO. P-739** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated July 29, 2022.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of ONE-MILLION, EIGHT HUNDRED FIFTY **THREE THOUSAND**, AND EIGHTY DOLLARS (\$1,853,080.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within ninety (90) working days.

CONSTRUCTION CONTRACT/AGREEMENT**Fiscal Year 2022-2023, Phase 1, Annual Street Resurfacing Project JOB NO. 7167, PLAN NO. P-739**Page 2 of 3

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: 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.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. 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 Twenty-five Dollars (\$25.00) 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.

8. 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."

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT

Fiscal Year 2022-2023, Phase 1, Annual Street Resurfacing Project JOB NO. 7167, PLAN NO. P-739

Page 3 of 3

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

**CITY OF SAN FERNANDO A
Municipal Corporation**

TORO ENTERPRISES, INC.

Nick Kimball
City Manager

BY _____

Title

ATTEST:

BY _____

Julia Fritz
City Clerk

Title

APPROVED AS TO FORM:

Richard Padilla
City Attorney

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:

FISCAL YEAR 2022-2023
PHASE 1, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7617, PLAN NO. P-739

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 **ninety (90)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

7-29-22
Dated

TORO ENTERPRISES, INC.

Bidder

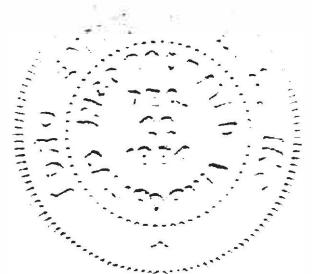

Signature

SEAN CASTILLO

Name (Print/Type)

PRESIDENT

Title



BID SCHEDULE
FISCAL YEAR 2022-2023 PHASE 1, ANNUAL STREET RESURFACING PROJECT
JOB NO. 7617, PLAN NO. P-739

STREETS IMPROVEMENTS BASE BID					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 155,000.-	\$ 155,000.-
2.	REMOVE AND CONSTRUCT LONGITUDINAL GUTTER PER SPPWC STANDARD PLAN 122-3	SF	780	\$ 35.-	\$ 27,300.-
3.	REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER SPPWC STANDARD PLAN 120-3	LF	820	\$ 100.-	\$ 82,000.-
4.	REMOVE AND CONSTRUCT PCC CURB PER SPPWC STANDARD PLAN 120-3	LF	45	\$ 110.-	\$ 4,950.-
5.	CRACK SEALING	LS	1	\$ 195,000.-	\$ 195,000.-
6.	EMULSIFIED AGGREGATE SLURRY TYPE I WITH 2.5 % LATEX	TN	1,380	\$ 370.-	\$ 518,880.-
7.	EMULSIFIED AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	885	\$ 310.-	\$ 274,350.-
8.	6" DIG-OUTS REMOVAL	SF	16,000	\$ 4.35	\$ 69,600.-
9.	6" DIG-OUTS TYPE IIIC3 PG64-10 (R15) AC CONSTRUCTION	TN	600	\$ 140.-	\$ 84,000.-
10.	FURNISH AND INSTALL SIGNING, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$ 430,000.-	\$ 430,000.-
11.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	7	\$ 1,000.-	\$ 7,000.-
12.	ADJUST VAULT FRAME AND COVER TO GRADE	EA	1	\$ 5,000.-	\$ 5,000.-
SUBTOTAL ITEMS 1-12					\$1,853,080.-
ADDITIONAL STREETS IMPROVEMENTS OPTIONAL BID					
13.	PROVIDE TRAFFIC CONTROL	LS	1	\$ 35,000.-	\$ 35,000.-
14.	CRACK SEALING	LS	1	\$ 70,000.-	\$ 70,000.-
15.	EMULSIFIED AGGREGATE SLURRY TYPE I WITH 2.5 % LATEX	TN	600	\$ 405.-	\$ 243,000.-
16.	EMULSIFIED AGGREGATE SLURRY TYPE II WITH 2.5 % LATEX	TN	465	\$ 326.-	\$ 151,590.-
17.	FURNISH AND INSTALL SIGNING, STRIPING AND PAINT ALL HOUSE NUMBERS WITHIN PROJECT LIMITS	LS	1	\$ 300,000.-	\$ 300,000.-
18.	ADJUST WATER VALVE BOX FRAME AND COVER TO GRADE	EA	1	\$ 1,000.-	\$ 1,000.-
19.	ADJUST MANHOLE FRAME AND COVER TO GRADE	EA	1	\$ 1,500.-	\$ 1,500.-
SUBTOTAL ITEMS 13-19					\$802,090.-

The bidder acknowledges receipt of the following addendum issued for the above project.

List of Addendum Received: 1, 2

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.

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: Pavement Rehab Company

Address of office, mill or shop: Corona, CA

Specific description of subcontract: Crack sealing

License No.: 1051374 Amount of Subcontract: 175,000.-

DIR Registration Number: 1000041823 Expiration Date: 3/31/23

Name under which subcontractor is licensed: All American Asphalt

Address of office, mill or shop: Corona, CA

Specific description of subcontract: Type 1 and Type 2 slurry seal

License No.: 267073 Amount of Subcontract: 1,122,000.-

DIR Registration Number: 100001051 Expiration Date: 1/31/24

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, TORO ENTERPRISES, INC. as Principal,
 and Travelers Casualty and Surety Company of America as Surety,
 are held and firmly bound unto the City of San Fernando in the sum of _____
 Ten Percent of the Amount Bid (\$ Ten Percent of the Amount Bid)

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 TORO ENTERPRISES, INC.
 to construct FISCAL YEAR 2022-2023 PHASE 1, ANNUAL STREET RESURFACING PROJECT JOB NO. 7617, PLAN NO. P-739
 (insert names of streets and limits to be improved) dated August 1, 2022 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 TORO 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 28th day of July 2022.

Principal TORO ENTERPRISES, INC.

By _____

Its Sean Castillo, PresidentBy [Signature]Its Trent Royle, VP OperationsSurety Travelers Casualty and Surety Company of AmericaBy [Signature]Its Ethan Spector, Attorney-in-FactBy N/AIts N/A

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:

Travelers Casualty and Surety Company of America

Attn: Jeni Ehlers

21688 Gateway Center Drive, Diamond Bar, CA 91765

CALIFORNIA ALL-PURPOSE 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.

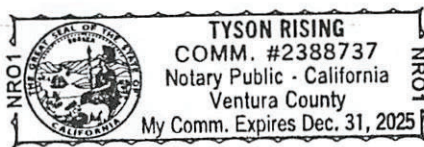
State of California,
County of Ventura,

On July 29th, 2022 before me, Tyson Rising, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Castillo & Trent Royle
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.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

-----OPTIONAL-----

Though this section is 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: City of San Fernando - Plan No. P-739 - Bid Bond Date: 07/28/2022

Number of Pages: 1 Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo
☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Toro Enterprises, Inc.

Signer's Name: Trent Royle
☒ Corporate Officer — Title(s): VP Operations

☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Toro Enterprises, Inc.

CALIFORNIA ALL-PURPOSE 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 CaliforniaCounty of Los Angeles

On JUL 28 2022 before me, Edward C. Spector Notary Public, personally appeared Ethan Spector 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 acknowledgment 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.

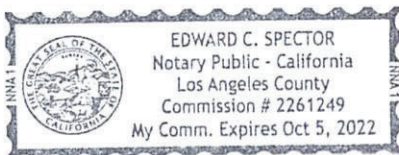
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature



Edward C. Spector, Notary Public





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

JUL 28 2022



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Plate 2.1 - FY 2022-2023 Phase 1 - Annual Street Resurfacing Project

Type I Slurry Seal Streets

GMU Project No. 21-280-00



Street Name	From	To
ALLEY EO MACLAY	S/S SECOND ST	N/S FIRST ST
ALLEY EO ORANGE GROVE	S/S SECOND ST	N/S ALLEY SO SECOND
ALLEY N/O FIRST	E/S HAGAR ST	W/S MACLAY
ALLEY N/O FIRST	E/S MACNEIL	W/S ALLEY EO MACNEIL
ALLEY SO SECOND	E/S ORANGE GROVE	W/S HUNTINGTON ST
ALLEY SO SECOND	E/S HUNTINGTON ST	W/S FERMOORE ST
ALLEY WO ALEXANDER	N/S LIBRARY ST	S/S FIFTH ST
ALLEY WO BRAND	N/S THIRD ST	S/S FOURTH ST
ALLEY WO HAGAR	N/S LIBRARY ST	END
ALLEY WO HAGAR	S/S FOURTH ST	N/S THIRD ST
ALLEY WO HAGAR	S/S SECOND ST	N/S ALLEY NO FIRST
ALLEY WO HAGAR	S/S LIBRARY ST	N/S FOURTH ST
ALLEY WO HAGAR	S/S THIRD ST	N/S SECOND ST
ALLEY WO HARPS	N/S LIBRARY ST	S/S FIFTH ST
ALLEY WO MACLAY	S/S FOURTH ST	N/S THIRD ST
ALLEY WO MACLAY	S/S ALLEY N/O FIRST	N/S FIRST ST
ALLEY WO MACLAY	S/S THIRD ST	N/S SECOND ST
ALLEY WO MACLAY	S/S SECOND ST	N/S ALLEY N/O FIRST
ALLEY WO MACLAY	S/S EIGHTH ST	N/S KNOX ST
ALLEY WO MACLAY	S/S WARREN ST	N/S LUCUS ST
ALLEY WO MACLAY	S/S SEVENTH ST	N/S WARREN ST
ALLEY WO WOLFSKILL	N/S HOLLISTER ST	S/S CORONEL ST
ALLEY WO WOLFSKILL	N/S HEWITT ST	S/S HOLLISTER ST
AVIATION PLACE	S/S EIGHTH ST	CDS
CARLISLE STREET	S/S PICO	N/S CORONEL
CELIS STREET	E/S MEYER ST	W/S HUNTINGTON ST
CORONEL STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
CORONEL STREET	E/S SAN FERNANDO MISSION	W/S MACLAY AVE
CORONEL STREET	E/S KALISHER ST	W/S SAN FERNANDO MISSION
CORONEL STREET	E/S MEYER ST	W/S HUNTINGTON ST
DE FOE STREET	W/S BRAND BL	END - NEAR MACLAY AVE
DE GARMO STREET	W/S BRAND BL	E/S MACLAY AVE
DE GARMO STREET	W/S HARPS ST	E/S HARDING ST
DE GARMO STREET	W/S HAGAR ST	E/S ALEXANDER ST
DE GARMO STREET	W/S MACLAY AVE	E/S HAGAR ST
DE GARMO STREET	W/S ALEXANDER ST	E/S HARPS ST
DE HAVEN STREET	W/S BRAND BL	END - NEAR MACLAY AVE
FIRST STREET	W/S BRAND AVE	E/S MACLAY AVE
FOURTH STREET	W/S HUBBARD ST	CITY LIMITS WEST
FOURTH STREET	E/S PARK AVE	E/S BRAND BL
FOURTH STREET	W/S MACLAY AVE	W/S WORKMAN ST
FOURTH STREET	CITY LIMITS EAST	E/S PARK AVE
GLENCREST DRIVE	E/S ARROYO AVE	CITY LIMITS EAST
GRIFFITH STREET	W/S MACLAY AVE	E/S SAN FERNANDO MISSION
GRIFFITH STREET	W/S FOX ST	E/S WOLFSKILL ST
GRIFFITH STREET	W/S WOLFSKILL ST	E/S CHATSWORTH DR
HAGAR STREET	N/S FIFTH ST	S/S GLENOAKS BL
HAGAR STREET	N/S FOURTH ST	S/S FIFTH ST
HAGAR STREET	N/S THIRD ST	S/S FOURTH ST
HARDING STREET	S/S GLENOAKS ST	N/S FIFTH ST
HARPS STREET	S/S GLENOAKS BL	S/S DE GARMO ST
HARPS STREET	S/S FIFTH ST	S/S LIBRARY ST
HARPS STREET	S/S DE GARMO ST	N/S FIFTH ST
HARPS STREET	S/S LIBRARY ST	N/S FOURTH ST
HEWITT STREET	E/S WORKMAN ST	W/S KALISHER ST
HEWITT STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
HEWITT STREET	E/S WOLFSKILL ST	W/S FOX ST
HOLLISTER STREET	W/S CHATSWORTH ST	E/S BRAND BL
HOLLISTER STREET	W/S MACLAY AVE	E/S SAN FERNANDO MISSION BL
HOLLISTER STREET	W/S SAN FERNANDO MISSION	E/S KALISHER ST
HOLLISTER STREET	E/S CARLISLE ST	E/S MACLAY AVE
HOLLISTER STREET	W/S BRAND BL	E/S CARLISLE ST
HUNTINGTON STREET	N/S PICO ST	S/S CELIS ST
HUNTINGTON STREET	N/S CELIS ST	S/S SAN FERNANDO RD
HUNTINGTON STREET	N/S SAN FERNANDO RD	S/S TRUMAN ST
HUNTINGTON STREET	E/S FERMOORE ST	N/S FIFTH ST
HUNTINGTON STREET	S/S GLENOAKS BL	N/S FERMOORE ST
HUNTINGTON STREET	S/S WOODWORTH ST	S/S HOLLISTER ST
HUNTINGTON STREET	S/S LUCAS ST	N/S GLENOAKS BL
KALISHER STREET	N/S GRIFFITH ST	S/S HEWITT ST

Plate 2.1 - FY 2022-2023 Phase 1 - Annual Street Resurfacing Project

Type I Slurry Seal Streets

GMU Project No. 21-280-00



Street Name	From	To
KEWEN AVENUE	W/S FOX ST	E/S WOLFSKILL ST
KEWEN AVENUE	W/S WOLFSKILL ST	E/S CHATSWORTH DR
KEWEN AVENUE	W/S KALISHER ST	E/S WORKMAN ST
KEWEN AVENUE	W/S CHATSWORTH DR	E/S BRAND BL
KEWEN AVENUE	W/S BRAND BL	E/S MACLAY AVE
KEWEN AVENUE	W/S WORKMAN ST	E/S HUNTINGTON ST
KEWEN AVENUE	W/S MACLAY AVE	E/S SAN FERNANDO MISSION
KITTRIDGE STREET	N/S SAN FERNANDO RD	S/S TRUMAN ST
LAZARD STREET	S/S CELIS ST	N/S PICO ST
LAZARD STREET	S/S PICO ST	N/S CORONEL ST
LAZARD STREET	S/S CORONEL ST	END AT PARKING
LIBRARY STREET	E/S MACLAY AVE	W/S BRAND BL
LIBRARY STREET	E/S BRAND BL	W/S GRISWOLD AVE
LUCAS STREET	W/S MACLAY AVE	END
MACNEIL STREET	S/S EIGHTH ST	W/S BRAND BL
MACNEIL STREET	N/S FIRST ST	N/S THIRD ST
MACNEIL STREET	N/S SEVENTH ST	CDS
MEYER STREET	N/S FIFTH ST	CDS
MEYER STREET	S/S SEVENTH ST	S/S WARREN ST
MORNINGSIDE COURT	E/S MACLAY AVE	W/S BRAND BL
MOTT STREET	E/S SAN FERNANDO MISSION	W/S MACLAY AVE
MOTT STREET	E/S MACLAY AVE	W/S BRAND BL
MOTT STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
MOTT STREET	E/S KALISHER ST	W/S SAN FERNANDO MISSION
MOTT STREET	E/S WORKMAN ST	W/S KALISHER ST
MOTT STREET	E/S WOLFSKILL ST	W/S FOX ST
MOTT STREET	E/S CHATSWORTH DR	W/S WOLFSKILL ST
MOTT STREET	E/S BRAND BL	W/S CHATSWORTH DR
NEWTON PLACE	E/S NEWTON ST	CDS
NEWTON STREET	S/S FOURTH ST	N/S THIRD ST
NEWTON STREET	S/S EIGHTH ST	S/S NEWTON PL
N BRAND BOULEVARD	S/S LIBRARY ST	N/S FOURTH ST
N BRAND BOULEVARD	N/S LIBRARY ST	S/S FIFTH ST
O'MELVENY STREET	E/S WOLFSKILL ST	W/S FOX ST
O'MELVENY STREET	W/S KALISHER ST	E/S WORKMAN ST
O'MELVENY STREET	W/S SAN FERNANDO MISSION	E/S KALISHER ST
O'MELVENY STREET	W/S CHATSWORTH DR	E/S BRAND BL
PARK AVENUE	S/S FOURTH ST	N/S FIRST ST
PARKING LOTS	PICO SW	SAN FERNANDO MISSION SW
PARKING LOTS	CELTS NE	MACLAY NE
PARKING LOTS	TRUMAN SW	BRAND SW
PARKING LOTS	MACLAY SE	FIRST SE
PARKSIDE DRIVE	S/S FOURTH ST	CDS
PICO STREET	E/S WOLFSKILL ST	W/S FOX ST
PICO STREET	E/S CHATSWORTH DR	W/S WOLFSKILL ST
PICO STREET	E/S MEYER ST	W/S HUNTINGTON ST
PICO STREET	E/S BRAND BL	W/S CHATSWORTH DR
PICO STREET	E/S HUNTINGTON ST	W/S WORKMAN ST
SECOND STREET	W/S HUBBARD AVE	CITY LIMITS WEST
SECOND STREET	E/S ALEXANDER ST	W/S HAGAR ST
SECOND STREET	E/S HUNTINGTON ST	W/S HARDING AVE
THIRD STREET	E/S MACNEIL ST	W/S BRAND BL
THIRD STREET	E/S BRAND BL	W/S JESSIE ST
THIRD STREET	E/S MACLAY AVE	W/S MACNEIL ST
WARREN STREET	W/S MEYER ST	END
WOODWORTH PLACE	W/S CORK ST	CDS
WOODWORTH STREET	E/S WORKMAN ST	W/S KALISHER ST
WOODWORTH STREET	E/S WOLFSKILL ST	W/S FOX ST
WOODWORTH STREET	E/S CHATSWORTH DR	W/S WOLFSKILL ST
WOODWORTH STREET	E/S MACLAY AVE	W/S CARISLE ST
WOODWORTH STREET	E/S KALISHER ST	W/S SAN FERNANDO MISSION
WORKMAN STREET	S/S HOLLISTER ST	S/S CELIS ST
HOLLISTER STREET	W/S WORKMAN ST	E/S HUNTINGTON ST
CORONEL STREET	E/S MACLAY AVE	W/S BRAND BL
CORONEL STREET	E/S WORKMAN ST	W/S KALISHER ST
HEWITT STREET	E/S MACLAY AVE	W/S CARLISLE ST
WORKMAN STREET	S/S WOODWORTH ST	S/S HOLLISTER ST
WORKMAN STREET	CITY LIMITS SOUTH	S/S WOODWORTH ST
THIRD STREET	E/S HAGAR ST	W/S MACLAY AVE
THIRD STREET	E/S ALEXANDER ST	W/S HAGAR ST
FERMOORE STREET	E/S HUNTINGTON ST	N/S FIFTH ST

Plate 2.2 - FY 2022-2023 Phase 1 - Annual Street Resurfacing Project
Type II Slurry Seal Streets

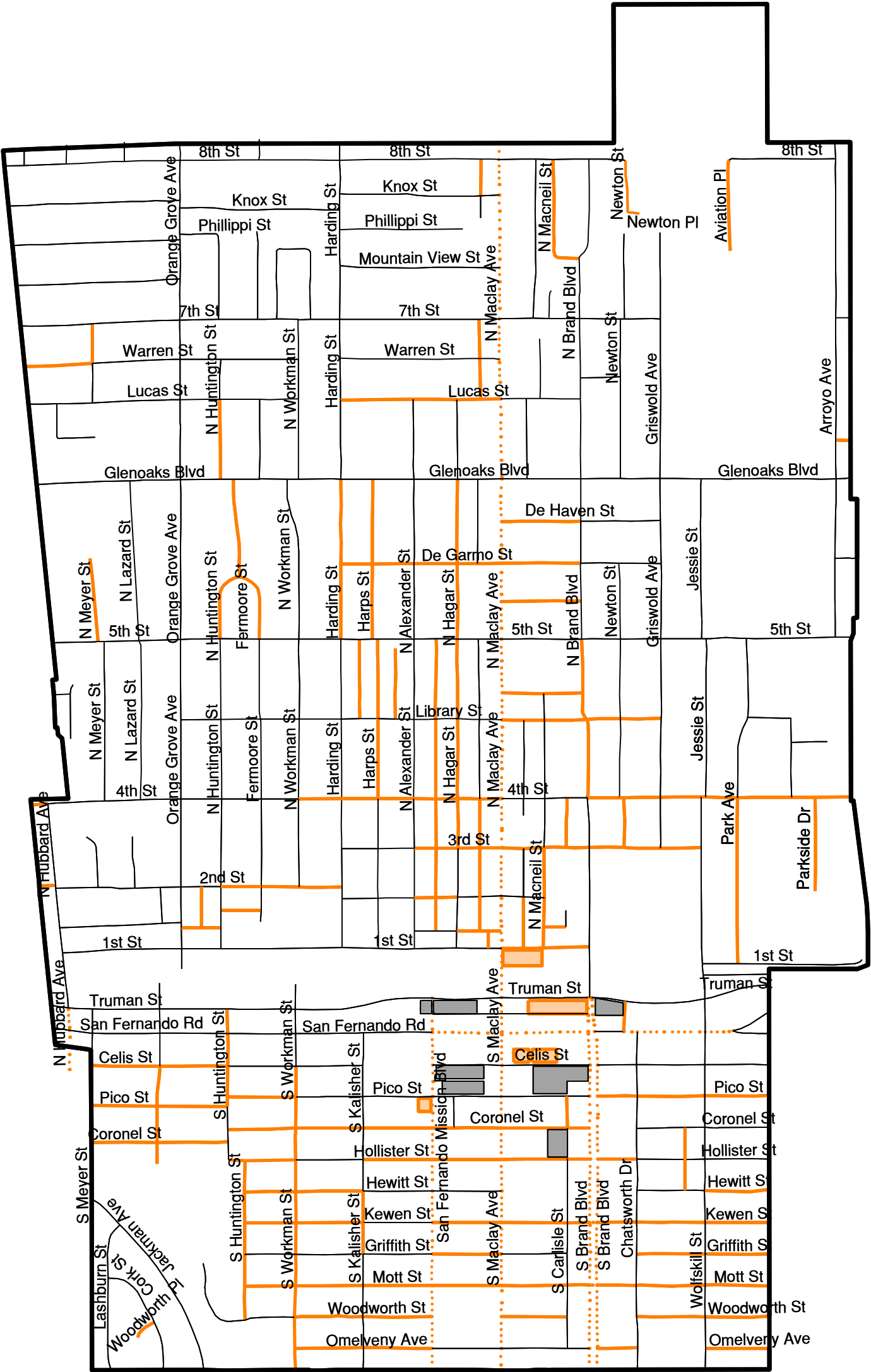
GMU Project No. 21-280-00



Street Name	From	To
S BRAND BOULEVARD	N/S KEWEN ST	CITY LIMITS SOUTH
S BRAND BOULEVARD	S/S SAN FERNANDO RD	N/S KEWEN ST
S BRAND BOULEVARD	S/S TRUMAN ST	N/S SAN FERNANDO RD
HUBBARD AVENUE	CITY LIMITS SOUTH	S/S SAN FERNANDO RD
HUBBARD AVENUE	S/S SAN FERNANDO RD	N/S TRUMAN ST
MACLAY STREET	N/S TRUMAN ST	S/S SAN FERNANDO RD
MACLAY STREET	S/S FIFTH ST	N/S FOURTH ST
MACLAY STREET	S/S GLENOAKS BL	S/S FIFTH ST
MACLAY STREET	N/S KEWEN ST	CITY LIMITS SOUTH
MACLAY STREET	S/S SAN FERNANDO RD	N/S KEWEN ST
MACLAY STREET	N/S SEVENTH ST	N/S GLENOAKS BL
MACLAY STREET	N/S FIRST ST	N/S TRUMAN ST
MACLAY STREET	NORTH CITY LIMITS	N/S SEVENTH ST
MACLAY STREET	S/S FOURTH ST	N/S FIRST ST
SAN FERNANDO MISSION BL	S/S TRUMAN ST	S/S PICO ST
SAN FERNANDO ROAD	W/S KITTRIDGE ST	CITY LIMITS EAST
SAN FERNANDO ROAD	E/S SAN FERNANDO MISSION	W/S MACLAY AVE
SAN FERNANDO ROAD	E/S MACLAY AVE	W/S BRAND BL
SAN FERNANDO MISSION BL	S/S PICO ST	CITY LIMITS SOUTH

LEGEND

- TYPE I SLURRY SEAL STREETS
- TYPE II SLURRY SEAL STREETS



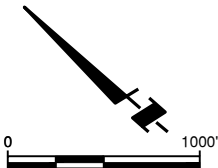
2022 Slurry Seal Project Map



Date: August 1, 2022
Project No.: 21-280-00

Plate
1

DRAWING: q:\2021\21-280-00\dwg\2128000_improvement plan with right zone phase 1.dwg PLOTTED: 8/10/2022 2:13 PM BY: Michel El Sebadly



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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: August 15, 2022

Subject: Consideration to Authorize the Formal Solicitation of Bids for the Pedestrian Fencing Glenoaks Boulevard Bridge Project, Job No. 7618, Plan No. P-740

RECOMMENDATION:

It is recommended that the City Council authorize the formal solicitation of bids for the Pedestrian Fencing Glenoaks Boulevard Bridge Project which will be advertised and publicly noticed for no less than 14 days prior to the opening of bids.

BACKGROUND:

1. In December 2018, the City of San Fernando submitted a City Service Request to Los Angeles County Public Works (LACPW) to evaluate the feasibility of enhancing the existing barriers on the Glenoaks Boulevard Bridge to improve pedestrian safety.
2. On March 4, 2019, the City Council received and filed Project Feasibility Study for Pedestrian Fencing at Glenoaks Boulevard Bridge Over Pacoima Creek Final Report.
3. On July 3, 2019, the City of San Fernando submitted a City Service Request to LACPW for the design of safety improvements identified in the feasibility study, which they provided to the City in 2020.
4. On March 22, 2022, a Notice to Proceed was issued to Willdan Engineering to provide construction administrative services and professional engineering services to assist the City with the completion of plans and preparation of specifications and estimate (PS&E).

ANALYSIS:

Following a tragic accident in the Pacoima Wash, the City determined that improvements should be made to increase the level of safety for pedestrians walking along the Glenoaks Boulevard Bridge.

Consideration to Authorize the Formal Solicitation of Bids for Pedestrian Fencing Glenoaks Boulevard Bridge Project, Job No. 7618, Plan No. P-740

Page 2 of 3

The Pedestrian Fencing Glenoaks Boulevard Bridge Project will consist of construction of a six-foot high pedestrian chain link fence on the north and south side of the Glenoaks Boulevard bridge over the Pacoima Wash Channel, including removal of three palm trees, construction of additional tubular steel fence, preparation and painting of existing bridge railing, construction of concrete ribbon, and traffic control.

Project Schedule.

Construction is expected to begin in October 2022 and completion is anticipated by December 2022.

Public Bid Process.

Per Chapter 7, Section 3.C.1 of the City's Purchasing Policy and Procedures, a notice shall be published in a newspaper of general circulation at least 14 calendar days prior to the bid opening date. Notice shall also be transmitted to trade publications. Notice will also be posted on the City website during this period. 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 are scheduled to be opened by the City Clerk in the Council Chambers on Wednesday, August 31, 2022, at 10:00 am. Staff will review the bids and determine the lowest responsible bidder. Staff has tentatively scheduled an item for City Council consideration to award the construction contract on September 19, 2022.

BUDGET IMPACT:

Funding for this project has been carried over from previous years to be included in the FY 2022-2023 Adopted Budget, as follows:

SOURCES		
Fund	Account Number	Allocation
SB 1	025-3623-0000	\$ 72,500
Measure R	012-3210-0000	\$ 54,240
Total Sources:		\$ 126,740

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection	012/025-311-0565-4600	\$ 20,000
Construction	012/025-311-0565-4600	\$ 106,740
Total Uses:		\$ 126,740

Consideration to Authorize the Formal Solicitation of Bids for Pedestrian Fencing Glenoaks Boulevard Bridge Project, Job No. 7618, Plan No. P-740

Page 3 of 3

CONCLUSION:

Staff recommends that the City Council authorize the formal solicitation of bids for the Pedestrian Fencing Glenoaks Boulevard Bridge Project.

ATTACHMENT:

- A. [Project Bid Package](#) (provided digitally through web link)

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: August 15, 2022

Subject: Discussion Regarding the Cost of Implementation of Senate Bill 1383 and Consideration of a Three-year Extension of the City's Solid Waste Collection Franchise Agreement with Republic Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file this informational report on the Implementation of Senate Bill 1383 and its impact on the City's Solid Waste Collection Franchise Agreement; and
- b. Approve an amendment to Contract No. 1731 (Attachment "A" – Contract No. 1731(b)) executing Article 2.01.1 of Contract No. 1731 extending the term by three years (through February 14, 2027) and increase rates to implement SB 1383 requirements pursuant to Article 10.03.3 of Contract No. 1731; and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. On December 9, 2013, the City Council approved Contract No. 1731 with Republic Services, for residential and commercial solid waste collection services for a ten-year period from February 15, 2014 through February 14, 2024 (Attachment "B").
2. In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. The law grants the California Department of Resources, Recycling and Recovery (CalRecycle) the authority to develop regulations required to achieve the organic waste disposal reduction targets set forth in the Bill.

Discussion Regarding the Cost of Implementation of Senate Bill 1383 and Consideration of a Three-year Extension of the City's Solid Waste Collection Franchise Agreement with Republic Services

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3. From 2016 to 2020, CalRecycle developed regulations to achieve the goals of SB 1383. These new regulations were finalized by CalRecycle in November 2020 and took effect in January 2022.
4. On November 1, 2021, the City Council adopted Ordinance No. 1703 regarding the implementation of organic waste reduction regulations required under SB 1383. The ordinance establishes requirements for separation of organics from municipal solid waste, education and outreach to the community, planning and policies to manage organic waste reduction, and auditing of food recovery efforts by food generators in the City.
5. On June 21, 2022, the City Council discussed the implementation of SB 1383 and its impact on the City's solid waste collection franchise agreement. With respect to the new costs associated with SB 1383 implementation, staff was directed to return to City Council with a three-year contract extension to consider, as well as the costs associated with not extending the contract beyond February 2024.

ANALYSIS:

The chief purpose of SB 1383 is to reduce methane production in the State, which is a powerful greenhouse gas that is up to 84 times stronger than carbon dioxide. SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025, which equates to approximately 20 million tons of organic waste annually. SB 1383 also establishes an additional target that not less than 20 percent of currently disposed edible food is recovered for human consumption by 2025.

The City, through its adoption of Ordinance No. 1703, is required to meet regulations set forth by CalRecycle that focus on six areas:

1. Providing organics and recycling collection services for all residents and businesses.
2. Preventing contamination by monitoring waste disposal for proper sorting and separation through regular audits of waste bins.
3. Education and outreach to all residents and businesses through a variety of outlets – including, but not limited to, mailers, newsletters, informational booths at City events, in-person training, and social media and website postings.
4. Capacity planning that focuses on ensuring there are sufficient composting facilities to manage all of the organic waste that is being diverted from landfills. Planning efforts are also required to ensure there are adequate food recovery resources in the region to take in edible food from certain sized food generators and distribute to people experiencing food insecurity.

Discussion Regarding the Cost of Implementation of Senate Bill 1383 and Consideration of a Three-year Extension of the City's Solid Waste Collection Franchise Agreement with Republic Services

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5. City policy on the procurement of recycled organic waste products, such as mulch, compost, paper, as well as renewable energy.
6. Edible food recovery efforts that requires the identification of all of the food generators in the City, linking them with food recovery resources, and monitoring their delivery of edible food to ensure compliance with annual recovery targets of 20 percent.

Republic Services Proposed Rate Adjustment (Three-year Extension Scenario).

Article 10.03.3 of Contract No. 1731 provides for rate adjustments due to changes in legislation that result in an increase the total cost of operations. In response to SB 1383 and Ordinance No. 1703, Republic Services staff developed a rate adjustment proposal in March 2022 that incorporates the new requirements under SB 1383. The need for the increase is related to the following one-time and on-going costs to be incurred by Republic Services:

- New SB 1383 compliant carts and bins (one time)
- Change out of lids on all existing carts with required diversion instructions (one time)
- Additional vehicle (one time) and associated operating costs (on-going)
- Additional driver to cover new organics collection routes throughout the City (on-going)
- Compliance Monitoring Staff for auditing and reporting of organics diversion (on-going)
- Organics and Recycling material processing costs (on-going)
- Educational outreach, Edible food recovery management, data collection (on-going)

The proposed adjustment to residential rates would increase from \$19.10 per month to \$25.11 per month.

The proposed adjustment to commercial service depends on the level of service needed for the business. For the purpose of demonstrating the commercial rate adjustment, a basic level of service for an average business customer includes a three-yard waste bin serviced once a week (1x3x1), a 96-gallon recycling cart, and a 64-gallon organics cart. Using this service level, the proposed adjustment would increase from \$179.96 per month to \$247.81 per month.

The following table reflects the comparison between the proposed rate adjustments and existing monthly rates found in other nearby municipalities:

Municipality	Residential	Commercial*	SB 1383 Compliant?
Santa Clarita	\$26.31	\$258.97	No
Santa Clarita Valley	\$28.20	N/A	No
La Canada Flintridge	\$36.32	\$256.98	No

Discussion Regarding the Cost of Implementation of Senate Bill 1383 and Consideration of a Three-year Extension of the City's Solid Waste Collection Franchise Agreement with Republic Services

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Municipality	Residential	Commercial*	SB 1383 Compliant?
La Canada Flintridge	\$39.50	\$217.00	No
La Canada Flintridge	\$26.00	\$145.00	No
Burbank	\$52.92	\$331.09	No
La Crescenta/Montrose	\$29.76	N/A	No
Chatsworth/West Hills	\$39.35	N/A	No
Los Angeles	\$36.00	\$382.35	No
Average (of above):	\$34.93	\$265.23	
San Fernando (current)	\$19.10	\$179.96	No
San Fernando (proposed)	\$25.11	\$247.81	Yes

* Note: The commercial rate reflects the cost for servicing 1x3x1/96-gal recycling/64-gal organics

When comparing the proposed rate adjustments to the average of nine other municipalities, residential and commercial rates would be \$9.82 and \$17.42 less expensive per month, respectively. It should also be noted that none of the nine municipalities have adjusted rates to reflect services that are compliant with SB 1383, while the San Fernando proposed rates are SB 1383 compliant.

As previously mentioned, Article 10.03.3 of Republic Services' contract provides for extraordinary rate adjustments when there are any new local, State, or Federal regulations that cause the contractor to incur extraordinary costs that are required for compliance. The rate adjustment proposal provided by Republic Services is in exchange for the City extending the contract period for the total option year periods. The contract allows the City at its sole discretion to extend the contract for three additional one-year periods. Therefore, Republic Services is requesting that the City execute the three one-year extensions from February 14, 2024 to February 14, 2027. Republic Services would honor the proposed rate adjustments through February 2027, except for annual CPI adjustments allowed under the contract.

If the City intends to extend the contract with Republic Services, there is a contractual obligation to notify them no later than 18 months prior to the contract expiration date, or August 15, 2022. It should also be noted that the proposed rate adjustment under this three-year extension would expire on September 1, 2022. A new rate adjustment proposal would need to be developed after this date.

Republic Services Proposed Rate Adjustment (No Extension Scenario).

At the meeting held on June 21, 2022, the City Council directed staff (for the purpose of providing a comparison to the three-year extension proposal) to solicit the proposed costs for providing SB 1383 compliant services through the end of Republic's contract on February 14, 2024. For the 18-month period between August 15, 2022 and February 14, 2024, the increase would be 44.03% for residential customers and 51.68% for commercial customers. The 18-month increase would bring the monthly costs up to \$27.51 and \$272.96 for residential and commercial customers,

Discussion Regarding the Cost of Implementation of Senate Bill 1383 and Consideration of a Three-year Extension of the City's Solid Waste Collection Franchise Agreement with Republic Services

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respectively. This increase is due to the one-time SB 1383 implementation costs (e.g. SB 1383 compliant carts, bins, lids and vehicle purchase costs) being spread out over a shorter period (18 months) versus a 54-month period in the three-year extension scenario. There would also be an additional, cost-recovery fee of \$53,884 to cover the removal and refurbishing of all new required carts and bins at the end of the contract.

BUDGET IMPACT:

Republic Services directly invoices residential and commercial customers. Under the proposed rate adjustments, residential customers will see an increase of \$6.01 a month (31.5% increase). The impact to commercial customers will depend on the type of business and service. Looking at the basic level service for an average business, commercial customers will see an increase of \$67.85 a month (37.7% increase).

Republic Services pays a 10% franchise fee to the City for providing solid waste collections services to our residents and businesses. Any change to Republic Services' revenues would result in a corresponding change to the franchise fee paid to the City. As an example, the City received approximately \$316,962 in franchise fees from Republic Services in 2021. This would increase to \$408,354 for an approximate increase of 28.8%.

CONCLUSION:

It is recommended that the City Council receive and file a report from staff on the proposed rate adjustments and potential contract extension to Republic Services and provide direction to staff on the following options:

1. Consider the approval of a three-year extension to Contract No. 1731 that reflects the proposed rate adjustments, as well as other contract language modifications to ensure compliance with SB 1383.
2. Continue with the current contract until the expiration date of February 14, 2024.
 - i. Consider the rate adjustment proposal for the remainder of the contract period in order for the City to comply with SB 1383.
 - ii. Return to City Council with an amendment to Contract No. 1731 that reflects this rate adjustment until the expiration date of February 14, 2024.
 - iii. Begin a new bid solicitation process for Solid Waste Collections Services by June 15, 2023.
3. Any other direction the City Council deems appropriate regarding the potential contract extension or rate adjustments.

Discussion Regarding the Cost of Implementation of Senate Bill 1383 and Consideration of a Three-year Extension of the City's Solid Waste Collection Franchise Agreement with Republic Services

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ATTACHMENTS:

- A. Contract No. 1731(b) – New three-year contract amendment reflecting SB 1383 implementation, including:
Exhibits 1a through 1e: 2022 Amended Rate Schedule
- B. [Contract No. 1731](#) (provided digitally through web link)
- C. [Contract No. 1731\(a\)](#) (provided digitally through web link)



SECOND AMENDMENT COLLECTION SERVICE AGREEMENT

Republic Services

Solid Waste Collection Services

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "Collection Service Agreement" Contract No. 1731 dated December 9, 2013 (hereinafter, "Master Agreement"), is hereby made and entered into this 15th day of August, 2022 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and REPUBLIC SERVICES, INC. (hereinafter, "CONTRACTOR"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR, interchangeably.

RECITALS

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

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for the collection of solid waste within their jurisdiction; and

WHEREAS, pursuant to Public Resources Code Section 40059 provides that a city may determine all of the following: (1) aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services; and (2) whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and (3) the authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance; and

WHEREAS, the Master Agreement was executed by the Parties on December 9, 2013, under the authority of Public Resources Code Section 40059 and other applicable law; and ; and

WHEREAS, the Master Agreement was amended by way of that certain instrument entitled "Amendment No. 1 to Collection Services Agreement", Contract No. 1731(a) dated June 15, 2015 (the "First Amendment"); and

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**SOLID WASTE COLLECTION SERVICES**Page 2 of 3

WHEREAS, the Parties now wish to modify the Master Agreement further by adjusting the maximum service rates that may be charged to the recipients of solid waste services in San Fernando in response to changes in services that must be provided as result of Senate Bill No. 1383; and

WHEREAS, the schedule rates and charges authorized under the Master Agreement as amended by way of all prior amendments, including this Second Amendment, are established as rate ceilings and represent the maximum rate or charge CONTRACTOR may impose on customers receiving solid waste service in the City of San Fernando; and ; and

WHEREAS, this Second Amendment was approved by the City Council at its meeting of August 15, 2022, under Agenda Item 7.

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

SECTION 1. The Term of Agreement set forth under Section 2.01 of Article 2 of the Master Agreement shall be adjusted to reflect a new termination date of February 14, 2027. The extended period of time added to the initial term of the Master Agreement shall not be counted toward the three (3) additional one-year extension terms referenced under Subsection 2.01.1 of Article 2 of the Master Agreement.

SECTION 2. The following exhibits to the Master Agreement as previously amended by way of the First Amendment are hereby repealed and shall be of no further force or effect after 11:59 P.M. on _____ 2022: Exhibits 1a through 1e all dated December 9, 2013. Said exhibits are hereby replaced and superseded by an amended and updated schedule of rates and charges identified as Exhibits 1a through 1e each dated August 15, 2022 (collectively, the "2022 Amended Rate Schedule"). The various rates and charges set forth in the 2022 Amended Rate Schedule will take effect at 12:00 A.M. on _____ 2022. The various revised exhibits that comprise the 2022 Amended Rate Schedule are attached and incorporated hereto collectively, as **Attachment "A"** to this Second Amendment. All references to **Exhibit 1** as stated in the Master Agreement or the First Amendment shall refer to the various exhibits that comprise 2022 Amended Rate Schedule, as applicable. The Master Agreement as previously amended by way of the First Amendment is attached and incorporated as **Attachment "B"** to this Second Amendment.

SECTION 3. The text of Section 7 of the First Amendment is repealed and shall be of no further force or effect after 11:59 P.M. on _____ 2022. In addition to the rates set forth in the 2022 Amended Rate Schedule, contractor may impose as applicable, a Locking Lid service rate of \$10.51 per month/per container.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**SOLID WASTE COLLECTION SERVICES**Page 3 of 3

SECTION 4. Except as otherwise set forth in this Second Amendment, the Master Agreement as amended by way of the First Amendment shall remain binding, controlling, and in full force and effect. Article 44 of the Master Agreement notwithstanding, the Second Amendment, together with the Master Agreement and the First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. In the event of a conflict or inconsistency between the provisions of this Second Amendment, and the provisions of the Master Agreement or the First Amendment, the provisions of this Second Amendment shall govern and control but only to the extent of the conflict or inconsistency and no further.

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

CITY:**City of San Fernando**

By: _____
Nick Kimball, City Manager

CONTRACTOR:**Republic Services, Inc.**

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Collection Service Agreement

August 15, 2022

Exhibit 1a MAXIMUM SERVICE RATES – SFD SERVICES		
Processing / Disposal Cost Per Ton		Facility Name
<u>\$30.00</u> /Ton Refuse Disposal		Sunshine Canyon Landfill
<u>\$0.00</u> /Ton Processed Recyclable Material		Sun Valley Paper Stock
<u>\$44.00</u> /Ton Processed Organic Waste		Conservation Station
A. BASE SERVICE – SFD CART COLLECTION SERVICE (WEEKLY REFUSE, RECYCLING AND ORGANIC WASTE COLLECTION IN 64 GALLON CARTS)		
A1	STANDARD MONTHLY SOLID WASTE COLLECTION RATE – CURBSIDE	<u>\$25.11</u>
B. ADDITIONAL SERVICES – AT CUSTOMER REQUEST		
B1	MONTHLY SOLID WASTE COLLECTION RATE – BACKYARD	<u>\$32.36</u>
	Additional Curbside Refuse Cart (added to Line A1)	<u>\$8.10</u>
	Additional Backyard Refuse Cart (added to Line B1)	<u>\$8.10</u>
	Additional Curbside Recycling Cart (added to Line A1)	<u>\$0.00</u>
	Additional Backyard Recycling Cart (added to Line B1)	<u>\$0.00</u>
	Additional Curbside Organic Waste Cart (added to Line A1)	<u>\$0.00</u>
	Additional Backyard Organic Waste Cart (added to Line B1)	<u>\$0.00</u>
	Additional Cart Exchange	<u>\$8.10</u> each additional cart/occurrence
	Additional Cart Replacement	<u>\$8.10</u> each additional cart/occurrence
	Additional Bags/Lifts Collection in excess of 1 per quarter	<u>\$6.06</u> each cubic yard/bag
	Additional Large Item Collection	<u>\$8.10</u> each cubic yard/occurrence (Note SFD Service Units have six (6) free collections per Agreement year)

Collection Service Agreement

August 15, 2022

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
Processing / Disposal Cost Per Ton					Facility Name	
\$30.00/Ton Refuse Disposal					Sunshine Canyon Landfill	
\$0.00/Ton Processed Recyclable Material					Sun Valley Paper Stock	
\$0.00/Ton Processed Mixed Waste					N/A	
\$44.00/Ton Processed Green Waste					Conservation Station	
\$65.00/Ton Processed Food Waste					Community Recycling	
REFUSE COLLECTION						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
65 Gallon	\$49.62	\$99.24	\$148.86	\$198.48	\$248.10	\$297.73
96 Gallon	\$74.08	\$148.86	\$223.30	\$297.71	\$372.16	\$446.59
1 CY	\$148.86	\$297.71	\$446.59	\$595.45	\$744.32	\$893.18
1.5 CY	\$153.25	\$306.49	\$459.76	\$613.04	\$766.27	\$919.51
2 CY	\$157.65	\$315.31	\$472.96	\$630.59	\$788.26	\$945.88
3 CY	\$166.45	\$332.85	\$499.33	\$665.76	\$832.19	\$998.62
4 CY	\$175.21	\$350.45	\$525.68	\$700.89	\$876.12	\$1051.33
5 CY	\$184.01	\$368.03	\$552.04	\$736.06	\$920.07	\$1104.07
6 CY	\$192.80	\$385.60	\$578.39	\$771.21	\$964.01	\$1156.81
8 CY	\$202.43	\$404.87	\$607.35	\$809.78	\$1012.21	\$1214.64
RECYCLING COLLECTION (60% of Refuse)						
65 Gallon (each additional cart over 2)	\$29.48	\$58.97	\$88.44	\$117.90	\$147.31	\$176.90
96 Gallon (each additional cart over 2)	\$44.20	\$88.44	\$132.64	\$176.90	\$221.08	\$265.28
1 CY	\$89.31	\$178.62	\$267.94	\$357.26	\$446.59	\$535.91
1.5 CY	\$91.94	\$183.90	\$275.85	\$367.81	\$459.76	\$551.74
2 CY	\$94.60	\$189.16	\$283.77	\$378.35	\$472.96	\$567.53
3 CY	\$99.87	\$199.72	\$299.59	\$399.44	\$499.33	\$599.18

Collection Service Agreement

August 15, 2022

Exhibit 1b MAXIMUM SERVICE RATES –MFD AND COMMERCIAL SERVICES						
4 CY	<u>\$105.15</u>	<u>\$210.25</u>	<u>\$315.42</u>	<u>\$420.55</u>	<u>\$525.68</u>	<u>\$630.80</u>
5 CY	<u>\$110.41</u>	<u>\$220.81</u>	<u>\$331.22</u>	<u>\$441.65</u>	<u>\$552.04</u>	<u>\$662.47</u>
6 CY	<u>\$115.68</u>	<u>\$231.36</u>	<u>\$347.03</u>	<u>\$462.73</u>	<u>\$578.39</u>	<u>\$694.10</u>
8 CY	<u>\$121.48</u>	<u>\$242.94</u>	<u>\$364.40</u>	<u>\$485.87</u>	<u>\$607.35</u>	<u>\$728.79</u>
GREEN WASTE/FOOD WASTE COLLECTION (75% of Refuse)						
65 Gallon	<u>\$37.20</u>	<u>\$74.44</u>	<u>\$111.63</u>	<u>\$148.86</u>	<u>\$186.07</u>	<u>\$223.32</u>
96 Gallon	<u>\$55.83</u>	<u>\$167.47</u>	<u>\$167.47</u>	<u>\$223.30</u>	<u>\$279.12</u>	<u>\$334.91</u>
1 CY	<u>\$111.64</u>	<u>\$223.30</u>	<u>\$334.94</u>	<u>\$446.59</u>	<u>\$558.23</u>	<u>\$669.89</u>
1.5 CY	<u>\$114.94</u>	<u>\$229.91</u>	<u>\$344.81</u>	<u>\$459.78</u>	<u>\$574.72</u>	<u>\$689.66</u>
2 CY	<u>\$118.23</u>	<u>\$236.48</u>	<u>\$354.71</u>	<u>\$472.96</u>	<u>\$591.19</u>	<u>\$709.44</u>
3 CY	<u>\$124.84</u>	<u>\$249.66</u>	<u>\$374.48</u>	<u>\$499.33</u>	<u>\$624.16</u>	<u>\$748.98</u>
4 CY	<u>\$131.42</u>	<u>\$262.82</u>	<u>\$394.27</u>	<u>\$525.68</u>	<u>\$657.09</u>	<u>\$788.50</u>
5 CY	<u>\$138.00</u>	<u>\$276.04</u>	<u>\$414.02</u>	<u>\$552.04</u>	<u>\$690.07</u>	<u>\$828.06</u>
6 CY	<u>\$144.62</u>	<u>\$289.19</u>	<u>\$433.80</u>	<u>\$578.39</u>	<u>\$723.02</u>	<u>\$867.03</u>
8 CY	<u>\$151.82</u>	<u>\$303.64</u>	<u>\$455.51</u>	<u>\$607.35</u>	<u>\$759.17</u>	<u>\$910.97</u>
Push Rates	0-25 feet	26-49 feet	50-75 feet	76-100 feet	101+ feet	
	N/C	<u>\$8.78</u>	<u>\$8.78</u>	<u>\$17.54</u>	<u>\$17.54</u>	
Cart or Bin Cleaning Each Occurrence			Cart	1 – 4 CY Bin	5+ CY Bin	
			<u>\$35.10</u>	<u>\$70.20</u>	<u>\$140.41</u>	
Additional Bin Exchange (each additional bin/occurrence)		<u>\$17.54</u>	Additional Cart Exchange (each additional cart/occurrence)		<u>\$8.78</u>	
Additional Bin Replacement (each additional bin/occurrence)		<u>\$17.54</u>	Additional Cart Replacement (each additional cart/occurrence)		<u>\$8.78</u>	
MFD and Commercial Bulky Waste Collection			<u>\$43.87</u> Each cubic yard/occurrence (Note MFD Service Units have two (2) free collections per Agreement year)			
MFD and Commercial Overage Waste Collection			<u>\$36.85</u> Each cubic yard/occurrence			
Additional Universal Waste Pick-up			<u>\$43.87</u> Each additional item/occurrence			

Collection Service Agreement**August 15, 2022**

Exhibit 1c Maximum Service Rates – SFD, MFD and Commercial Debris Box Services						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
10 CY Box ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
20 CY Box ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
30 CY Box ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
40 CY Box ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
10 CY Lowboy ¹	\$159.28	\$318.60	\$477.88	\$637.17	\$860.19	\$1083.19
Compactor ¹	\$210.26	\$420.54	\$630.79	\$841.07	\$1051.33	\$1261.61
¹ All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs. The total customer rate will be the total cost for the collection and disposal.						

Exhibit 1d MAXIMUM SERVICE RATES – EMERGENCY SERVICE RATES - EMPLOYEES	
Labor Position	Hourly Rate
DRIVER	\$46.60

Exhibit 1e MAXIMUM SERVICE RATES -- EMERGENCY SERVICE RATES - EQUIPMENT		
Labor Position or Equipment Type	Make & Model	Hourly Rate
Vehicle - Front Load - COM/MFD	McNeilus Pacific Series	\$60.00
Vehicle - Automated Side Loader - SFD	McNeilus Auto Reach	\$60.00
Vehicle - Roll Off	AutoCar AMRO-H22	\$60.00

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

Date: August 15, 2022

Subject: Update and Discussion from the COVID Relief Program Ad Hoc Committee Related to American Rescue Plan Act Funding

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update from the COVID Relief Program Ad Hoc related to the City's American Rescue Plan Act (ARPA) funds;
- b. Provide input regarding Councilmember priorities for use of ARPA funds; and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. On March 12, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. ARPA provides, among other items, payments to individuals of up to \$1,400 per person, extended unemployment benefits, and \$350 billion in fiscal stimulus funding paid directly to state and local governments.
2. Through the fiscal stimulus payments, the City will receive a total of \$5,818,340 in ARPA funds, which can be used to address impacts from the COVID-19 pandemic.
3. On April 19, 2021, the City Council approved renaming the CDBG Ad Hoc Committee to the COVID Relief Program Ad Hoc Committee and amended the scope of the Ad Hoc to include developing recommendations for appropriating ARPA funds.
4. On June 21, 2021, the City Council approved Resolution No. 8075 which appropriated \$160,760 in ARPA funding to pay for technology improvements that support touchless services or reduce the need for "in-person" services (e.g., Upgrade to VOIP telephone system, secure online credit card payment software, and make necessary network improvements to support the new systems) as well as additional facility cleaning and upgraded cameras and laptops for the City Council Chambers.

Update and Discussion from the COVID Relief Program Ad Hoc Committee Related to American Rescue Plan Act Funding

Page 2 of 6

5. On July 13, 2021, the City received its first distribution of ARPA funds in the amount of \$2,909,170. The second distribution is expected on or about July 13, 2022. These funds must be spent within three (3) years; on or before July 2024.
6. On September 7, 2021, the City Council accepted ARPA funds, appropriated \$250,000 to fund COVID-19 response expenditures, and directed staff to move forward with engaging a professional services firm to assist with administration of the ARPA funds.
7. On October 4, 2021, the City Council approved an Agreement with Hinderliter, de Llamas and Associates (HdL) to provide COVID-19 Relief and Economic Recovery Program Administration Services related to the City's ARPA funds.
8. On April 4, 2022, the COVID Relief Program Ad Hoc provided an update to City Council and received input regarding Councilmember priorities for use of ARPA funds. City Council also elected to take the City's total allocation as "Revenue Loss" which allows the greatest flexibility to expend the funds.

ANALYSIS:

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) were approved as part of the ARPA to provide \$350 billion to state, local, and Tribal governments across the United States to support the response to, and recovery from, the COVID-19 public health emergency. The program aims to provide governments with the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

In late January 2022, the U.S. Department of the Treasury issued the ARPA program Final Rule, including eligible uses, restricted uses, reporting requirements, and other program administration guidelines. The Final Rule took effect on April 1, 2022.

The Final Rule offers a standard allowance for revenue loss of \$10 million, allowing cities to select between a standard amount of revenue loss rather than complete a full revenue loss calculation. Since San Fernando's total allocation of \$5.8 million is less than the \$10 million standard revenue loss allowance, the City elected to take the full amount as "Revenue Loss" to allow the greatest flexibility to expend the funds.

Update and Discussion from the COVID Relief Program Ad Hoc Committee Related to American Rescue Plan Act Funding

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The COVID Relief Program Ad Hoc Committee has been meeting regularly since October 2021 to discuss an allocation strategy for ARPA funds. Both Ad Hoc members have added a unique perspective to the discussions and have provided invaluable feedback for City Council consideration. The Ad Hoc discussed projects that generally fall into the three categories.

- 1) Resident Support Programs
- 2) Business Support Programs
- 3) Capital Improvements

The Ad Hoc used the City Council Strategic Goals 2022-2027 as guiding principles, considered data from the January 2022 Community and Business Surveys, and included feedback provided by City Council on April 4, 2022 to develop an ARPA Appropriation Plan. The Ad Hoc also emphasized transparency and accountability to taxpayers. Consequently, possible performance indicators are provided to measure outcomes. Status updates for each approved ARPA funded project, including data related to performance indicators (where available), will be included in the City Manager's Quarterly Look Ahead Report.

The focus of the Plan is to provide funding to projects that are transformative, programs that address a gap in service as identified through community/business surveys, and critical infrastructure projects that require gap funding. Priority is also given to programs/projects that have limited options to secure alternate funding sources.

Ad Hoc Consensus Items.

The following items were agreed upon by both Ad Hoc members to recommend to City Council with proposed allocation amounts:

Project Description	Allocation	Strategic Goal/ Category	Performance Indicator
City App – Virtual San Fernando to increase digital access to City services	\$150,000	Focus on Community First/ Resident Support	<ul style="list-style-type: none"> • Number of reports for service requests • Number of online registrations and payments • Number of notifications and surveys sent
Downtown Master Plan	\$250,000	Support Economic Recovery/ Business Support	<ul style="list-style-type: none"> • Number of residents engaged • Number of businesses engaged
High speed Wi-Fi at Las Palmas and	\$300,000	Focus on Community First/	<ul style="list-style-type: none"> • Number of users • Bandwidth and speed measurement

Update and Discussion from the COVID Relief Program Ad Hoc Committee Related to American Rescue Plan Act Funding

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Project Description	Allocation	Strategic Goal/ Category	Performance Indicator
Recreation Parks with Computer Room		Capital Improvements	<ul style="list-style-type: none"> Hours of downtime per year
Solar Power Project at City Facilities	\$300,000	Build Resilient and Reliable Infrastructure/ Capital Improvements	<ul style="list-style-type: none"> KWHs produced through solar (provide as equivalent of number of homes powered/year) Total reduced carbon footprint
Water system capital improvements (gap funding for water treatment and upper reservoir)	\$2,000,000	Build Resilient and Reliable Infrastructure/ Capital Improvements	<ul style="list-style-type: none"> Acre feet of treated water delivered to customers Water storage capacity
Feasibility Study – New City Park space	\$50,000	Focus on Community First/ Capital Improvements	<ul style="list-style-type: none"> Number of park acres/resident Proximity to residents and key destinations (schools, etc.)
City Hall Beautification – Power wash and paint	\$100,000	Focus on Community First/ Capital Improvements	<ul style="list-style-type: none"> Constituent perception/satisfaction Maintenance savings
TOTAL	\$3,150,000		

Additional Items for Consideration. (Phase 2)

The following items were also discussed by the Ad Hoc and are being presented for additional consideration and feedback by City Council.

Project Description	Amount	Strategic Goal	Performance Indicators
Local Matching Funds for future Resident Support Programs (e.g. Universal Childcare, Guaranteed Income, etc.)	TBD	Focus on Community First/ Resident Support	
Subsidize Solid Waste Bills (SB 1383)	TBD	Focus on Community First/ Resident Support	
Façade Improvement Grant Program a) Implement full program	a) \$500,000	Support Economic Recovery/ Business Support	<ul style="list-style-type: none"> Number of grants provided

Update and Discussion from the COVID Relief Program Ad Hoc Committee Related to American Rescue Plan Act Funding

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Project Description	Amount	Strategic Goal	Performance Indicators
<i>alternatively</i> b) Implement a pilot program with more funding if the program is popular	b) \$250,000		
Low interest revolving business loan funding	TBD	Support Economic Recovery/ Business Support	<ul style="list-style-type: none"> • Number of loans provided • Increase access to low-cost capital/ liquidity
Business Resource Center/Hub (business support services identified in the Community/Business Survey such as website, social media, technical assistance, shop local, e-gift cards)	TBD	Support Economic Recovery/ Business Support	<ul style="list-style-type: none"> • Number of grants provided/ business supported
a) Layne Park Renovation (Funding for enhanced park amenities) b) Rudy Ortega Sr. Park Improvements (new signage, repair water features, repurpose water tank) <i>alternatively</i> c) Fund a "Park Enhancement Fund" to be appropriated by City Council when gap funding needed for park amenities	a) \$650,000 b) \$250,000 c) \$1,250,000	Focus on Community First	<ul style="list-style-type: none"> • Number of users over time • User perception/ satisfaction • Amenities upgraded
City Hall Beautification – a) New Roof b) HVAC	a) \$150,000 b) \$1,000,000	Focus on Community First/ Capital Improvements	<ul style="list-style-type: none"> • Constituent perception/ satisfaction • Maintenance savings

Update and Discussion from the COVID Relief Program Ad Hoc Committee Related to American Rescue Plan Act Funding

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Next steps.

Phase 1. It is recommended that City Council review the Ad Hoc Consensus items and provide direction to staff to prepare a budget amendment to appropriate consensus items at a future City Council meeting. This will allow staff to begin work to move forward with implementing the programs/projects. Status updates, including data related to performance indicators (where available) will be included in the City Manager's Quarterly Look Ahead Report.

Phase 2. It is recommended that City Council review the "Additional Items for Consideration" and provide feedback regarding items that City Council would like to either move forward with appropriating funding now, remove from the list of items for additional consideration, or refer the items back to the Ad Hoc for further study.

BUDGET IMPACT:

The City received \$5,818,340 in federal ARPA funding. To date, City Council has allocated \$410,760 in ARPA funding for various COVID relief support efforts. There is currently \$5,407,580 in remaining ARPA funding available to allocate for general government related purposes.

CONCLUSION:

Staff recommends that City Council receive an update from the COVID Relief Program Ad Hoc, provide input regarding priorities and use of ARPA funds, and provide staff related direction to move forward with appropriating ARPA funds.

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Carlos Hernandez, Assistant to the City Manager

Date: August 15, 2022

Subject: Discussion and Consideration to Adopt a Coyote Management and Co-Existence Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation from staff and discuss the Coyote Management and Co-Existence Plan; and
- b. Adopt Resolution No. 8172 (Attachment "A") approving the Coyote Management and Co-Existence Plan (Exhibit "A" of Attachment "A").

BACKGROUND:

1. During Spring and Summer 2022, staff in the Administration, Public Works, and Police Departments received calls and notices from residents regarding coyote sightings. Similar reports of coyote sightings were raised by City Council members during this time frame.
2. Throughout July 2022, Administration staff developed a response to address San Fernando's increased coyote activity through the development of the Coyote Management and Co-Existence Plan.

ANALYSIS:

As new development encroaches into wildlife habitat and prolonged severe drought conditions become more prevalent, interactions with displaced wildlife, including coyotes, looking for food and water will become more frequent. To provide residents with educational resources and preventative practices to minimize interactions, staff has prepared a Coyote Management and Co-Existence Plan to serve as the basis for community education and outreach.

Discussion and Consideration to Adopt a Coyote Management and Co-Existence Plan

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Plan Approach.

The Coyote Management and Co-Existence Plan (Coyote Plan) is based on scientific research, a thorough understanding of coyote ecology and biology in suburban settings, and the best known management practices and management tools. This plan is guided by the following basic principles:

1. Human safety is a priority in managing human-coyote interactions.
2. Coyotes serve an important role in ecosystems by helping to control the population of rodents, rabbits, and other suburban mammals.
3. Preventive practices such as reduction and removal of food attractants and responding appropriately when interacting with wildlife are key to minimizing potential interactions with coyotes.
4. The Coyote Management and Co-Existence Plan (Coyote Plan) focuses on educating residents in effectively preventing and solving conflicts among coyotes, people, and companion animals.

This Coyote Plan references several existing plans that sourced scientific and peer-reviewed articles from experts in the field of human-coyote conflict resolution, and from successful coyote management plans in neighboring foothill communities. This plan was also written in consultation with key staff throughout the City, including staff from the Public Works, Police, and Administration Departments; all of whom have responded to resident concerns.

Strategies for Dealing with Coyotes.

Monitoring and Collecting Data. Monitoring and data collection can help the City document where coyotes are frequently seen, count how many coyotes are within an area, and identify human-coyote conflict hot spots. Gathering specific data on incidents will allow for tailored educational campaigns and conflict mitigation efforts, as well as the ability to measure success in reducing conflicts over time. Residents are encouraged to use the publicly available Coyote Catcher online mapping tool to report encounters with coyotes. The reporting tool is available at: https://ucanr.edu/sites/CoyoteCatcher/Story_Map/. The City of San Fernando may also develop a similar mapping tool to host on the City website. To date, residents who have called the City reporting coyote activity have been directed to the Department of Fish and Wildlife to view publicly available resources.

Education and Outreach. Education is the key to assisting residents with making appropriate decisions regarding their safety and managing their property and pets. This involves decreasing food attractants, taking precautions with pets, and creating tolerance of normal coyote behavior. The City may promote educational resources on how to prevent coyote attractants (e.g., fallen fruit, pet food, water sources, etc.), as well as best practices for coyote encounters.

Hazing. The Coyote Plan focuses on Hazing as the primary response to coyote encounters by residents. Hazing is an activity or series of activities that is conducted in an attempt to change behaviors of habituated coyotes and/or to re-instill a healthy fear of people in the local coyote

Discussion and Consideration to Adopt a Coyote Management and Co-Existence Plan

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population. Hazing techniques include generating loud noises, spraying water, shining bright lights, throwing objects, shouting, etc. Hazing can help maintain a coyote's fear of humans and deter them from neighborhood spaces such as backyards, greenbelts and play spaces. Generally, coyotes are reclusive animals who avoid human contact. When coyotes lose their fear of humans, they may visit public areas even when people are present and may cause conflicts with people and pets.

Enforcement and Lethal Control. When one or more coyotes are observed in San Fernando and reported to the City, the Police Department may monitor, patrol, or enforce a specific area if the reported encounter warrants enforcement. The Coyote Plan includes a *Coyote Incident Response Guide* (Appendix "C" of Exhibit "A") with the adequate response from the City given the level of severity. The Police Department does not have the proper training, equipment, or expertise to safely trap and/or relocate coyotes. If a coyote is incapacitated, the Police Department may contact the California State Department of Fish and Wildlife for support. Residents may also report a particularly aggressive coyote in the area by contacting the Department of Fish and Wildlife at: <https://apps.wildlife.ca.gov/wir/incident/create>. The City of Los Angeles similarly takes this approach for coyote enforcement. Although lethal control of a coyote population may seem like a solution, this may exacerbate and increase the coyote problem. Studies have shown that killing coyotes results in a "rebound effect" and a disruption of family group structures, giving way to an increase of coyotes as well as more lone, problematic coyotes.

Environmental Impact Review.

The adoption of the proposed Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, "Feasibility and Planning Studies." A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an Environmental Impact Report (EIR) or Negative Declaration but does require the consideration of environmental factors. This section does not apply to the adoption of a plan that will have legally binding effect on later activities.

Next Steps.

Upon adoption of the Coyote Plan, City Council may direct staff to follow up on the proposed action items:

- a) Continue working with the California State University, Northridge Center for Geospatial Science and Technology (CGST) and help develop a mapping tool and interface for tracking sightings and encounters of coyotes.
- b) Produce an Informational Flyer to mail citywide. A draft version of this flyer is included in the Coyote Plan (Appendix "B" of Exhibit "A") in both English and Spanish.
- c) Publish coyote resources and information on the City's website, including the Yard Audit Checklist and Coyote Incident Response Guide. Both resources are included in the Plan, Appendices "A" and "C" of Exhibit "A", respectively.

Discussion and Consideration to Adopt a Coyote Management and Co-Existence Plan

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- d) Consider revising the City's Zoning Code regarding *Wall and Fence Height (Sec. 106-970)* to increase the rear and side wall and fence heights from six feet to eight feet, to help prevent coyotes from accessing residents' back yards and companion animals.

BUDGET IMPACT:

There is no budget impact associated with adopting the proposed Resolution. If the City Council directs staff to increase public education on how to live with coyotes by mailing an informational flyer to all San Fernando households as recommended in the *Next Steps* section, the cost of producing a coyote education flyer and mailing it to every household is approximately \$3,500. Additionally, the revision to the City's zoning code for fence heights will incur additional staff time, as well as establish a public hearing for such amendment.

CONCLUSION:

The Coyote Plan can support the City in responding to resident concerns of increased coyote activity and establish the foundation for co-existence with coyotes. Adoption of the Coyote Plan will promote education of common coyote behavior, best practices for interacting with coyotes, and ways to decrease attractants. A united approach for co-existence and making resources available to residents can increase public safety in San Fernando. This helps achieve the 2022-2027 Citywide Strategic Goal 1, *Focus on Community First*, section 1.1: "Provide a high standard for service and quality of life for San Fernando taxpayers, residents and community members through our top-notch San Fernando Police Department, community-based public safety programming, efficient service delivery, access to local government, and excellent public service."

ATTACHMENT:

- A. Resolution to No. 8172, including:
 - Exhibit A: Coyote Management and Co-Existence Plan

RESOLUTION NO. 8172

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING THE COYOTE MANAGEMENT AND
CO-EXISTENCE PLAN**

WHEREAS, the City of San Fernando has a duty and responsibility to its residents to protect the public health, safety, and welfare of its residents; and

WHEREAS, the City of San Fernando desires to identify and achieve a balance between the importance of human safety and the ecology of the region; and

WHEREAS, during the spring and summer 2022, staff in the Administration, Public Works, and Police Departments received calls and notices from residents regarding coyote sightings; and

WHEREAS, the City of San Fernando has developed a Coyote Management and Co-Existence Plan to provide recommendations for educating the community regarding living and interacting with wildlife and addressing perceived or actual conflicts with coyotes including sightings, attacks on pets, aggressive behavior of coyotes, and a general fear of harm to life and property caused by coyotes, and;

WHEREAS, the purpose of the Coyote Management and Co-Existence Plan is to provide effective solutions to coyote conflicts, including a behavior classification and a recommended response chart, to resolve and reduce human-coyote conflicts within the City in a humane and effective manner; and

WHEREAS, the City of San Fernando does not trap or relocate wild animals such as coyotes, and instead prefers to coordinate with the state Department of Fish and Wildlife if such activity is warranted; and

WHEREAS, a combination of education and hazing have been found to be the most effective methods to alleviate the potential dangers that may result from coyote-human interactions, and

WHEREAS, City staff determined that adoption of this Resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262, "Feasibility and Planning Studies."

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Environmental Review. The City Council hereby finds that the adoption of the City of San Fernando Coyote Management and Co-Existence Plan is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15262, “Feasibility and Planning Studies” exemption, because a project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require the consideration of environmental factors. This section does not apply to the adoption of a plan that will have legally binding effect on later activities.

SECTION 3. Findings. The City Council, as consideration of the Coyote Management and Co-Existence Plan, makes the following findings:

- a. The Coyote Management and Co-Existence Plan will promote the public, safety and welfare of people working, living, visiting, or traveling in the City by providing educational best practices for coexisting with coyotes.
- b. The Coyote Management and Co-Existence Plan is consistent with the citywide 2022-2027 Strategic Goal 1, *Focus on Community First*, section 1.1: “Provide a high standard for service and quality of life for San Fernando taxpayers, residents and community members through our top-notch San Fernando Police Department, community-based public safety programming, efficient service delivery, access to local government, and excellent public service.”

SECTION 4. Adopt the Coyote Management and Co-Existence Plan (Exhibit “A”).

SECTION 5. 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 15th day of August, 2022.

Mary Mendoza, 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. 8172 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 15th day of August, 2022, 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 August, 2022.

Julia Fritz, City Clerk



Coyote Management and Co-Existence Plan

DRAFT
August 2022

About the Plan

This Coyote Management and Co-existence plan has been prepared by the City of San Fernando to educate residents and visitors in humanely and effectively preventing and solving conflicts among coyotes, people, and companion animals. This plan references several existing plans that sourced scientific and peer-reviewed articles from experts in the field of human-coyote conflict resolution, and from successful coyote management plans in neighboring foothill communities. This plan's format and approach is similar to the U.S. Humane Society's approach for Coyote management and coexistence. For more information about solving conflicts with coyotes, please visit the U.S. Humane Society's website at www.humanesociety.org/coyotes.

Acknowledgements

San Fernando City Council

Mary Mendoza, Mayor

Hector Pacheco, Vice Mayor

Celeste Rodriguez, Councilmember

Cindy Montañez, Councilmember

Sylvia Ballin, Councilmember

San Fernando City Staff

Nick Kimball, City Manager

Carlos Hernandez, Assistant to the City Manager

Fabian Valdez, Police Chief

Irwin Rosenberg, Lieutenant

Rodrigo Mora, Public Works Operations Manager

We would also like to acknowledge the following coyote management plans, which helped to influence the approach and guidelines presented in this plan:

- City of Calabasas Coyote Management Plan
- San Gabriel Valley Council of Governments Regional Coyote Management Framework
- City of Arcadia Coyote Management Plan

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Plan prepared by City of San Fernando Staff

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Plan Approach

The goal of this Coyote Management and Coexistence Plan is to reduce human-coyote conflicts while prioritizing human safety. The suggested actions outlined in this plan are designed to increase citizens' knowledge and understanding of how coyotes behave and make clear how such behavior can be managed to reduce or eliminate conflicts.

This Coyote Management and Co-existence Plan is based on scientific research, a thorough understanding of coyote ecology and biology in suburban settings, and the best known management practices and management tools. This plan is guided by the following basic principles:

1. Human safety is a priority in managing human-coyote interactions.
2. Coyotes serve an important role in ecosystems by helping to control the population of rodents, rabbits, and other suburban mammals.
3. Preventive practices such as reduction and removal of food attractants, habitat modification, and responding appropriately when interacting with wildlife are key to minimizing potential interactions with coyotes.
4. Solutions for coyote conflicts must address both problematic coyote behaviors (such as aggression towards people and attacks on pets) and the problematic human behaviors (intentionally or unintentionally feeding coyotes and letting pets outside unattended) that contribute to conflicts.

5. Coyote removal programs are ineffective for reducing coyote population sizes or preventing human-coyote conflicts.

6. A community-driven effort that involves residents is necessary for achieving co-existence among people, coyotes, and pets.

The Coyote

Coyotes are native to California. Due to their intelligence and adaptability, as well as extensive urbanization and the subsequent decline of larger predators, coyotes have successfully expanded their range across North America. Coyotes are now found in all states in the U.S., except Hawaii, and have become well established in nearly every ecosystem. They live in deserts, swamps, tundra, grasslands, brush, dense forests, cities and suburbs. It is important to keep in mind that coyotes have been interacting with and adapting to people for at least the last 100 years.

Ecological Importance

Coyotes are curious, smart and adaptable creatures and suburban areas provide the perfect balance of food, shelter and water for them. Even in urbanized landscapes, coyotes can play an important role in their environment by providing ecosystem services and helping to maintain species diversity. Coyotes in suburban areas not only provide free rodent control by feeding on mice and rats, but also help to regulate the population size of other species that may cause



San Gabriel Mountain Range.

conflicts with people (such as meadow mice, wild turkeys, white-tailed deer and Canada geese).

General Reproduction and Behavior

Most coyotes weigh approximately 25-35 pounds, although their long legs and thick fur make them appear larger. Coyote fur varies in color from gray-brown to yellow-gray. They have a black-tipped tail, which helps to distinguish them from other animals such as foxes. Coyotes also have yellow/amber eyes (which help to distinguish them from domestic dogs), large ears and narrow, pointed muzzles (which help to distinguish them from wolves). Coyotes are skittish and naturally afraid of humans. Their signs (including prints, scat, and vocalizations) may be an indicator of their presence. More commonly, coyote howling or other vocalizations may be heard. Coyotes produce a variety of sounds (including howls, barks, whines and yips) to communicate with one another and defend their territory. Small groups of coyotes (2-3) can distort their voices and sound like a group of 20.

Diet

Coyotes are opportunistic omnivores (eat meat and plants) with great flexibility in their diet. They generally hunt small mammals such as mice, rats, field mice, and rabbits, but will also eat fruit and berries and will even scavenge road-killed animals. In suburban areas, coyotes are known to eat pet food, unsecured garbage and compost. They may also prey on unattended domestic pets such as cats and small dogs if given the opportunity. This behavior can be prevented by reducing human-associated food attractants and not letting pets outside unattended (unless protected by a coyote-proof enclosure or fence).

Social Structure

Most coyotes (called resident coyotes) live in family groups with one breeding pair and 3-4 other related individuals. Coyotes do not hunt in packs, but work together to defend their territory from other coyote family groups. Other coyotes (called transient coyotes) live alone or as an isolated mated pair. Coyotes mate once per year, during their breeding season (which occurs from January through March). During the pup season (April – August), the breeding pair will give birth

to pups (typically in April or May). Litter size depends on available resources and the number of coyotes in the area. The average litter size is four to seven pups. Coyotes will place their pups in a den for the first six weeks, after which the pups will learn to hunt with their parents. Coyote dens are found in steep banks, rock crevices and underbrush, as well as in open areas. During dispersal season (September – December), the pups from the previous year (yearlings) will leave the family group and become transient coyotes in search of a new home range.

Habitat

Coyotes are naturally most active at dawn and dusk, but often shift to more nocturnal activity in urban and suburban areas in an effort to avoid people. Coyotes prefer open space and natural preserve areas over human-dominated landscapes, but are extremely adept at living in proximity to people. Coyotes thrive in these areas because food, water, and shelter are abundant. Home range sizes vary for each individual coyote. Research has shown that home range sizes for resident coyotes average 2-5 square miles, while transient coyotes have larger home ranges (averaging 10 square miles). For reference, the City of San Fernando is 2.4 square miles. Home range size can be an important indicator of resource distribution and abundance and also may correlate with population density. The San Gabriel Mountain Range, for example, is an ideal habitat for Coyotes and within close proximity to the City of San Fernando.



Coyote Attractants in San Fernando

Food

Coyotes can be attracted into neighborhoods by human-associated food such as pet food, unsecured compost or trash, and fallen fruit in yards. Intentional and unintentional feeding can lead coyotes to associate humans with sources of food, which can result in negative interactions among coyotes, people and pets. To reduce food attractants in San Fernando:

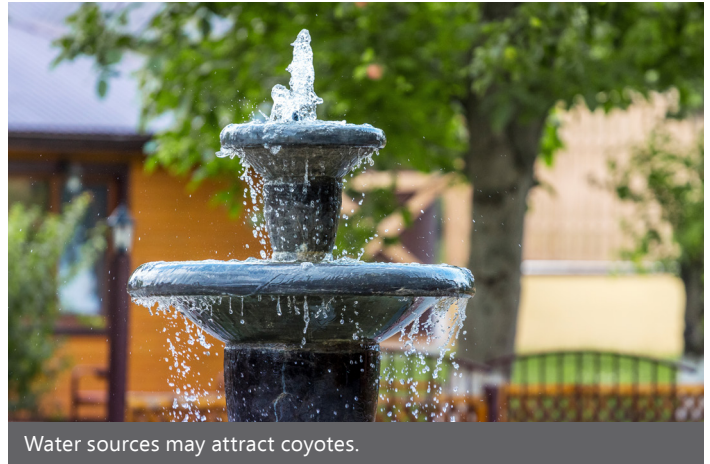
- Never hand-feed or otherwise deliberately feed a coyote. It is unlawful to feed coyotes in San Fernando.¹
- Avoid feeding pets outside. Remove sources of pet food and water. If feeding pets outside is necessary, remove the bowl and any leftover food promptly.
- Never compost any meat or dairy (unless the compost is fully secured).
- Maintain good housekeeping, such as regularly raking areas around bird feeders, to help discourage coyote activity near residences.
- Remove fallen fruit from the ground.
- Keep trash in high-quality containers with tight-fitting lids. Only place the cans curbside the morning of collection. If you leave out overnight, trash cans are more likely to be tipped over and broken into.
- Bag especially attractive food wastes such as meat scraps or leftover pet food.



Unattended dog food may attract coyotes.

Water

Cities may provide a year-round supply of water in the form of storm water impoundments and channels (the Pacoima Wash), artificial lakes, irrigation, pet water dishes, etc., which support both coyotes and their prey. In dry conditions, water can be as alluring as food, so residents should remove outdoor water bowls/cans, and secure fountains, pools, and Jacuzzis.



Water sources may attract coyotes.

Shelter

Parks, greenbelts, open spaces, golf courses, buildings, sheds, decks and crawl spaces, etc., increase the amount and variability of cover for coyotes. They allow coyotes to safely and easily remain close to people, pets, homes and businesses without detection. In the spring, when coyotes give birth and begin to raise young, they concentrate their activities around dens or burrows in which their young are sheltered. Coyotes may take advantage of available spaces under sheds or decks for use as a den, bringing them into close contact with people and pets. As a resource, a **Yard Audit Checklist (Appendix A)** is available for all residents to help minimize attractants.

Unattended Pets

Pets are common in San Fernando. Within their territory, coyotes may consider pets as potential prey or potential competitors. **The following techniques are recommended for pet owners:**

- Free-roaming pets, especially cats and sometimes

¹ The City of San Fernando's Ordinances regarding animal care and control follows Title 10 of the Los Angeles County Code of Ordinances. Chapter 10.84 – Feeding of Certain Animals, states it is unlawful to feed a non-domesticated mammalian predator (which includes coyotes, raccoons, foxes, and opossums).

small dogs, may attract coyotes into neighborhoods. The best way to minimize risk to pets is to not leave them outside unattended.

- Coyotes primarily eat small mammals such as mice and rats, but will also prey on slightly larger mammals such as rabbits and groundhogs. Approximately the same size as a groundhog or rabbit, **free-roaming outdoor cats** may also be seen as eligible prey items by coyotes. It is important to note that attacks on cats are normal coyote behavior and do not indicate a danger for people. The only way to protect cats from coyotes (and the other dangers of outdoor life such as cars, disease, dogs and other wildlife) is to keep cats indoors (or only let them outside in a secure enclosure or when accompanied by a person and under the control of a leash and harness).
- While residents who feed **feral cats** are often concerned that coyotes might prey on the cats, the act of feeding feral cats may cause more harm than good, as coyotes often frequent these locations. Residents should not feed feral cats to avoid attracting coyotes. Although it can be difficult for residents to protect feral cats from coyotes, the following tips can be helpful:
 - Do not feed feral cats.
 - Haze coyotes seen near feral cat locations. Making coyotes feel uncomfortable will encourage them to stay out of the area. See **page 9 (Basic Hazing)** for a list of effective hazing strategies.
- **Dogs** are also vulnerable to coyote confrontations. These incidents generally involve coyotes who are accustomed or habituated to people (usually due to wildlife feeding), or coyotes who are protecting their territory and pups (usually during breeding season).
 - Small, unattended dogs may be seen as potential prey for coyotes. It is important to either keep dogs on a leash six feet long or shorter when outdoors or to stay within six feet of them when outside.² Coyotes may view a dog on a leash longer than six feet as an unattended pet. Attacks on unattended, small dogs are normal coyote behavior and do not

indicate a danger for people.

- Although attacks on larger dogs are rarer, coyotes will sometimes go after a large dog when they feel that their territory is threatened. This generally occurs during the coyote breeding season, which takes place from January through March. During this time, it is especially important not to let dogs outside unattended and to keep them on leashes (six feet long or less) when in public areas.
- Fences can be used to keep coyotes out of residential yards. To prevent coyotes from digging under a fence, it should extend underground at least twelve inches or include an L-shaped mesh apron that extends outward at least 18 inches and is secured with landscape staples.
- Other domestic animals kept outside, such as chickens and rabbits, may also be viewed as prey by coyotes.



Do not feed feral cats- the food may attract coyotes.



Keep dogs on a leash no longer than six feet.

² The City of San Fernando's Ordinance regarding leash laws follows Title 10 of the Los Angeles County Code. Chapter 10.32.010 - Dogs. A dog must be restrained on a substantial leash not exceeding six feet in length by a person capable of controlling the dog, while on public property or common areas of private property. An owner or custodian of a dog may allow the dog to be unrestrained on private property with the owner's or lessor's consent.

Strategies for Dealing with Coyotes

Monitoring & Collecting Data

Monitoring and data collection can help the City document where coyotes are frequently seen, count how many coyotes are within an area, and identify human-coyote conflict hot spots. Gathering specific data on incidents will allow for targeting of educational campaigns and conflict mitigation efforts, as well as the ability to measure success in reducing conflicts over time. Residents are encouraged to use the publicly available Coyote Catcher online mapping tool to report encounters with coyotes. The reporting tool is available at: https://ucanr.edu/sites/CoyoteCatcher/Story_Map/. The City of San Fernando will develop a similar mapping tool during in early 2023 to host on the City web site.



Education & Outreach

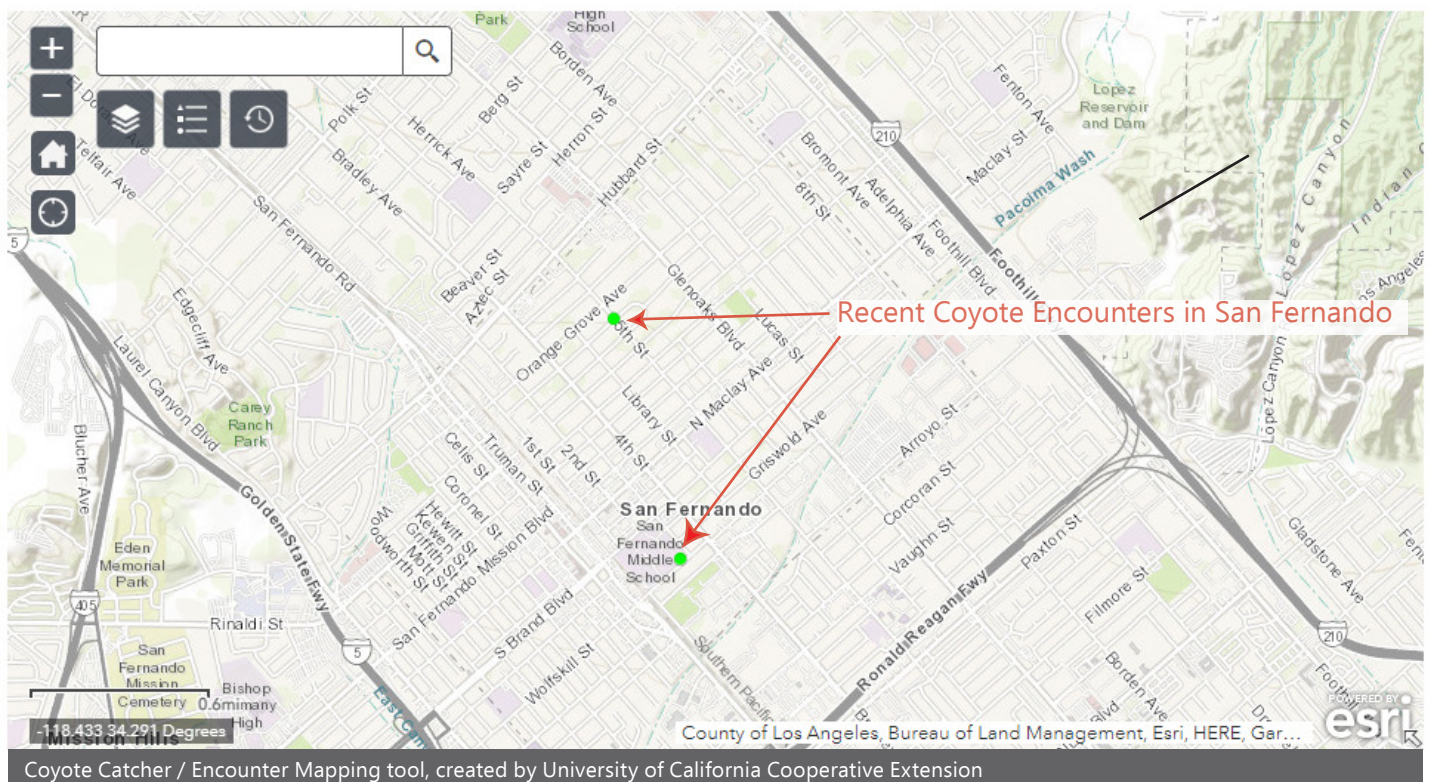
A critical element of a successful coyote management plan is the education and awareness for residents. Education is the key to having residents make appropriate decisions regarding their safety and managing their property and pets. This involves decreasing food attractants, taking precautions with pets, and creating tolerance of normal coyote behavior. The best solution for addressing problematic coyote behavior is by promoting Coyote Hazing. The City will promote strategies for dealing with coyotes by mailing the **Coyotes in San Fernando informational flyer (Appendix B)**, which is also available in Spanish.

Hazing: an intervention technique

Generally, coyotes are reclusive animals who avoid human contact. When Coyotes lose their fear of humans, they may visit public areas even when people are present and may cause conflicts with people and pets. Humans have contributed to this habituation of

Coyote Encounters by Zip Code

Use this map to explore the number of coyote encounters since the first day of the present calendar year. Use the layer control  to turn the different data layers on and off. Use the legend control  to view the legend. For a mobile-friendly version of the map click [here](#).



coyotes by not reacting when they see a coyote. We have a tendency to either ignore them due to fear or to be enamored by them because they are wild animals. To coexist safely, it is important to modify this behavior and attitude in resident coyote populations.

Hazing is an activity or series of activities that is conducted in an attempt to change behaviors of habituated coyotes and/or to re-instill a healthy fear of people in the local coyote population. Hazing techniques include generating loud noises, spraying water, shining bright lights, throwing objects, shouting, etc. Hazing can help maintain a coyote's fear of humans and deter them from neighborhood spaces such as backyards, greenbelts and play spaces.

A hazing program encourages the use of harassing actions without employing weapons or causing bodily harm to the coyote. The more often an individual animal is hazed, the more effective hazing is in changing coyote behavior. Being highly intelligent animals, coyotes who are hazed quickly learn to avoid neighborhoods, people, and pets.

The goals of hazing are to:

- Reverse the habituation of coyotes to people, teaching them to once again fear and avoid humans
- Discourage coyotes from entering public areas such as parks, playgrounds and yards when people are present
- Discourage coyotes from approaching people and pets
- Empower residents by giving them tools to use when they encounter a coyote, thereby reducing their fear of coyotes
- Increase awareness about coyote behavior among residents and involve the community in coyote management efforts

Basic hazing

Consists of directly facing the coyote and being "big and loud" by waving your arms over your head, making loud noises or squirting the coyote with water until the coyote(s) chooses to leave. Using a variety of different hazing tools is critical because coyotes can become desensitized to the continued use of just one technique, sound or action.

Basic Hazing Techniques:

- Stand tall, make yourself big, wave your arms and shout (don't scream) while approaching the coyote until he or she runs away
- Use a noisemaker, such as: your voice, an air horn, pots and pans banged together, a whistle, a shake can (such as a soda can filled with coins or pebbles), jingling keys, or an umbrella popping open and closed
- Use a projectile (toward, not AT the coyote), such as:
 - sticks • clumps of dirt • small rocks • a tennis ball
- During warm months, use liquids, such as:
 - a garden hose • a water gun • water balloons

Note: if a coyote has never been hazed before, he or she may not run away immediately just by you vocalizing. You may need to approach the coyote while incorporating some of the above-mentioned deterrents. If the coyote runs a short distance, stops, and turns to look at you, continue to haze the coyote until he or she has completely left the area.

High-intensity hazing

Consists of approaching the animal quickly and aggressively, throwing projectiles, paint balls, pepper balls, sling shots, clay pellets or pepper spray at the coyote. High-intensity hazing should only be carried out by trained professionals such as animal control and police officers. High-intensity hazing should be used in specific areas and only in response to more serious incidents.

Enforcement and Lethal Control

Enforcement in San Fernando

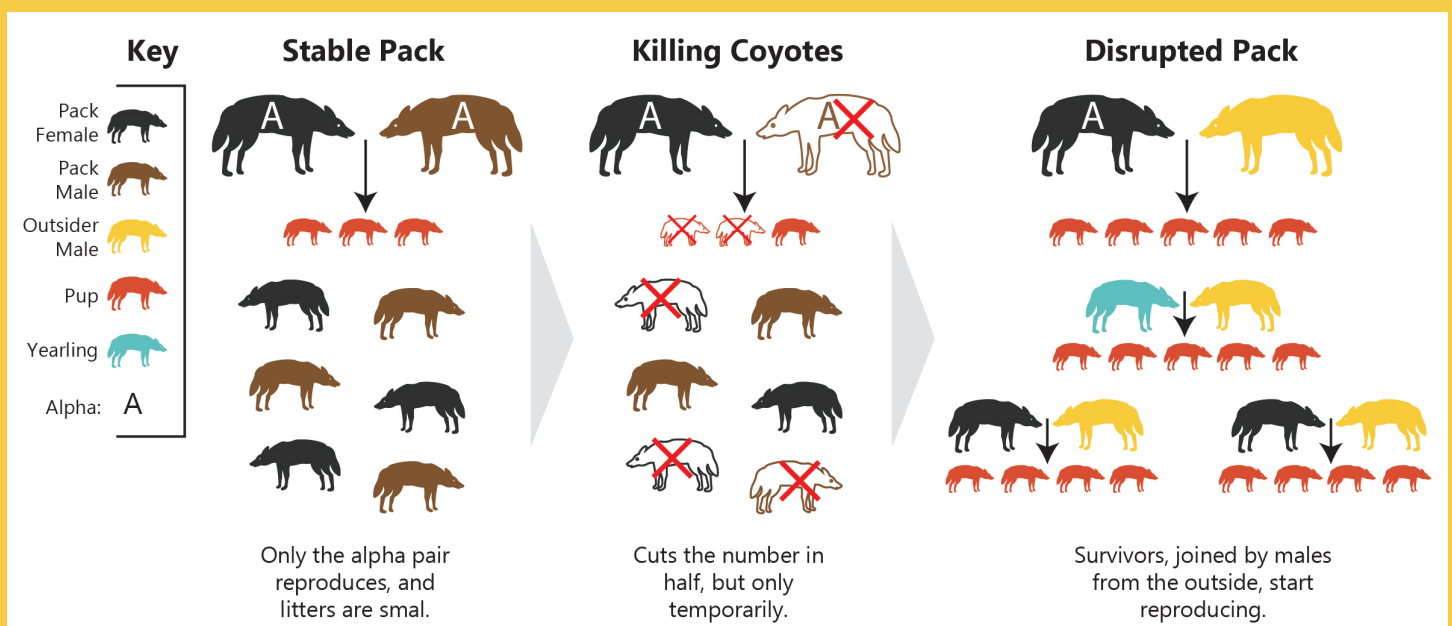
When one or more coyotes are observed in San Fernando and reported to the City, the San Fernando Police Department may monitor, patrol, or enforce a specific area if the reported encounter warrants enforcement. San Fernando Police Department may also notify animal control if assistance is necessary. If a coyote encounter is aggressive towards a human, the Police Department may use lethal action to ensure safety of the community. The San Fernando Police Department does not have the training or expertise to trap or relocate coyotes. If a coyote is deemed to be ill (incapacitated), the Police Department may contact the California State Department of Fish and Wildlife for support. For a complete list of types of incidents and appropriate response by the City of San Fernando, see the **Coyote Incident Response Guide (Appendix C)**.

Lethal Control

Lethal control programs may seem like a quick fix to problems among coyotes, people and pets. However, removal programs are not effective in reducing coyote populations or addressing the root causes of conflicts. Coyote removal programs are costly (due to the difficulty of catching coyotes) and controversial among the public. When implementing lethal control, it is extremely difficult to ensure that problem-causing coyote(s) will be the ones located and killed. Since firearms are usually unsafe to use in urban and suburban areas, traps (which are by design non-selective for particular coyotes) are generally the method used. Because coyotes are so intelligent and wary of human scent, it is very difficult to catch any coyote in a trap, never mind the problem-causing coyote. Research has shown that when lethally controlled, coyotes exhibit a "rebound effect" (a surge in their reproductive rates), allowing for quick regeneration of their population numbers. The disruption of their family group structure leads to an increase in the number of females breeding in the population, and the increase in available resources leads to larger litter sizes, earlier breeding ages among females and higher survival rates among

The Problem With Lethal Control

Lethal measures may result in a larger coyote problem. Kill one or both members of the alpha pair (A) - the only one that normally reproduces- and other pairs will form and reproduce. At the same time, lone coyotes will move in to mate, young coyotes will start having offspring sooner, and litter sizes will grow.



pups. This allows coyote populations to bounce back quickly, even when as much as 70% of their numbers are removed through lethal control efforts. For these reasons, lethal programs are not effective at reducing coyote populations, and non-selective coyote trapping programs are not effective at solving conflicts. In addition, coyotes removed from an area will quickly be replaced by transient coyotes looking for a vacant home range. If the root causes of human-coyote conflicts have not been addressed, incoming coyotes may quickly become nuisance coyotes as well. It is far better to have well-behaved resident coyotes who will hold territories and keep transients at bay than to risk having to deal with newcomers who do not know the "rules."

Lethal responses (coyote removal) should be considered only in the event of an unprovoked, confirmed attack on a human. If implemented, lethal control efforts should focus on the offending coyote(s) only, rather than the coyote population at large. This requires significant surveillance efforts to make sure that the correct animal(s) is targeted and removed. Lethal control should be considered as only one of a suite of management interventions (e.g. removal of attractants, hazing, etc.) that involve an array of humane and non-lethal measures. If non-lethal control techniques are effective enough to reduce human-coyote interactions and conflicts to acceptable levels, then the lethal control option may remain for aggressive coyote-human interactions.



Appendix

A - Yard Audit Checklist

B - Coyotes in San Fernando Informational Flyer

C - Coyote Incident Response Guide

Yard Audit Checklist

	No Action Required	Adjustment Required	Recommended Action
FOOD			Never intentionally feed a coyote
Pet Food			Never feed pets outdoors; store all pet food securely indoors.
Water Sources			Remove water attractants, such as pet water bowls.
Bird Feeders			Remove bird feeders or clean fallen seed to reduce the presence of small mammals that coyotes prefer to eat.
Fallen Fruit			Clean up fallen fruits around trees.
Compost			Do not include meat or dairy among compost contents unless the area is fully enclosed.
BBQ Grills			Clean up food around BBQ grills after each use.
Trash			Secure trash containers with locking lids and place curbside on pickup day. Periodically clean cans to reduce residual odors.
LANDSCAPING			Trim vegetation to reduce hiding places for rodents and coyotes and potential denning sites.
STRUCTURES			Restrict access under decks and sheds, around wood piles, or any other structure that can provide cover or denning sites for coyotes or their prey.
FENCING*			Ensure that there are no gaps and that the bottom of the fence extends underground six inches or is fitted with a mesh apron to deter coyotes from digging underneath. *Must comply with local municipal code
PETS			Never leave pets unattended outside. Never allow pets to "play" with coyotes. Fully enclose outdoor pet kennels. Walk pets on a leash no longer than 6 feet in length.

Coyotes in San Fernando

Tips for living with coyotes

- Never hand-feed or otherwise deliberately feed a coyote. It is unlawful to feed coyotes in San Fernando.
- Avoid feeding pets outside. Remove sources of pet food and water. If feeding pets outside is necessary, remove the bowl and any leftover food promptly.
- Do not feed feral cats. • Remove fallen fruit from the ground.
- Small, unattended dogs may be seen as potential prey for coyotes. It is important to either keep dogs on a leash six feet long or shorter when outdoors or to stay within six feet of them when outside.
- If you see a coyote, make sure to scare it away (hazing) by shouting, using a whistle, and making yourself big.
- If a coyote encounter is aggressive, the Police Department may use lethal action to ensure safety of the community.
- The Police Department may contact the Department of Fish and Wildlife to assist with removal of wounded or ill (incapacitated) coyotes.
- Help track coyote encounters by visiting the Coyote Catcher Mapping Tool.



The City of San Fernando has developed a Coyote Management and Co-existence Plan in response to resident concerns. For more information and additional resources on how to prevent coyote encounters, visit: www.sfcity.org/coyotes.



Coyotes en San Fernando

Spanish content

Spanish content



Spanish content



Coyote Incident Response Guide

Coyote Behavior	Classification Level	Response
Coyote heard or seen moving in public area	1 - Sighting	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
Coyote seen resting in public area	1 - Sighting	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
Coyote seen resting in public area with humans present	2 - Sighting	The City provides resources for the resident to be educated on hazing techniques and how to eliminate local attractants.
Coyote entering a yard to a home with or without pets present	2 - Sighting	The City provides resources for the resident to be educated on hazing techniques and how to eliminate local attractants.
Coyote entering a yard and injuring or killing attended or unattended pet	3 - Pet Attack	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard audits, and pet safety information.
Coyote biting or injuring an unattended pet/pet on a leash	4 - Encounter / Pet Attack	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard audits, and pet safety information. City will may contact the Department of Fish and Wildlife for removal.
Coyote following or approaching a person and pet (stalking)	4 - Encounter / Attack	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with the residents to eliminate coyote attractants in the area.
Coyote following or approaching a person without a pet (stalking)	4 - Encounter / Attack	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safely information. Additionally, the City will work with residents and local groups to eliminate coyote attractants in the area.
Coyote biting or injuring a human	4 - Encounter / Attack	The City informs the California Department of Fish and Wildlife. Residents will receive educational materials on coyote attractants, yard or neighborhood audits, hazing, and pet safety. Additionally, the City will send out mailers, partner with external stakeholders to host trainings and workshops, conduct a community meeting/ town hall, and encourage the cities in the subregion to work with community groups to eliminate coyote attractants.



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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: August 15, 2022

Subject: Consideration to Enter Into a Technical Assistance Program Master Agreement and Provide Direction Regarding a Proposed Dog Park

RECOMMENDATION:

It is recommended that the City Council:

- a. Enter into a Technical Assistance Program (TAP) Master Agreement (Attachment "A" – Contract No. 2101) with the Los Angeles County Regional Park and Open Space District (RPOSD) allowing the City to draw down the TAP funding allocation;
- b. Authorize the City Manager to accept up to \$185,000 in TAP funding to assist the City in developing new park projects, open space, or programming for existing parks;
- c. Upon full execution of the TAPS Master Agreement, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the TAP allocated funds; and
- d. Provide staff direction regarding the use of TAP funding toward a proposed Dog Park.

BACKGROUND:

1. On November 8, 2016, the electorate approved the Los Angeles County Safe, Clean Neighborhood Park, Open Space, Beaches, River Protection, and Water Conservation Measure (Measure A). The passage of Measure A ensured that parks, open spaces, beaches, and waterways were built and protected for future generations. Measure A does not have an expiration date.
2. On February 5, 2018, the City Council adopted the Park and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programs offered to the residents of San Fernando. The PMP identified multiple park improvements that needed to be addressed in order to maintain the continuity of recreational programs and services for the community.

Consideration to Enter Into a Technical Assistance Program Master Agreement and Provide Direction Regarding a Proposed Dog Park

Page 2 of 3

3. On March 7, 2022, the City Council adopted Resolution No. 8125 authorizing staff to apply for RPOSD funding for projects and programs. The TAP service is one aspect of the Measure A funding source intended to assist the cities to complete eligible projects with funds for planning and design, community engagement, innovation, and construction management.
4. On July 5, 2022, the City Council requested that staff look into the possibility of developing a dog park in the City.
5. On July 14, 2022, Los Angeles County Regional Park and Open Space District announced a \$185,000 allocation in TAP Services for the City. The funds are earmarked to help develop park projects and programs.

ANALYSIS:

The Los Angeles County Safe, Clean Neighborhood Parks and Beaches Measure of 2016 established the Technical Assistance Program (TAP) to assist cities and organizations in developing park projects, open spaces, and recreational programs. The TAP service is part of the 2016 initiative that supports park project development or renovations in High or Very High Park Need communities by leveraging funds with other grants. The goal is to equal the playing field so more high-quality park projects can be completed where the need is greatest.

To access the allocated funds the City must enter into a Measure A Technical Assistance Program Master Agreement with Los Angeles County's RPOSD. Upon execution of the agreement, the City will be able to draw down all or a portion of the \$185,000 allocation for technical assistance services related to an identified project or program.

TAP links High and Very High Park Need cities with professional consultants, with expertise in various park development disciplines, including community outreach and engagement, environment studies, project feasibility, planning, and design, etc., at no cost to the eligible city.

To draw down the funds, the City identifies the type of services needed and submits a request. RPOSD maintains a list of Qualified Vendors for the full spectrum of skills needed to support projects across all stages of development. RCS staff recommends using TAP funds to determine the feasibility of constructing a dog park in the southwest area of Recreation Park.

Staff selected Recreation Park as a potential site for a dog park because there is available open space that can be converted into a dog park without impacting other recreational programs or services offered to patrons. The central location of Recreation Park and proximity to several apartment buildings makes it a prime location to build a dog park. Dog owners living in the surrounding neighborhoods will have easy access to all the dog-friendly amenities planned for the dog park. Recreation Park is well known to the community and it is easily accessible by walking, biking, or driving, and there is ample on-street parking nearby. Constructing a dog park at this location is sensible.

Consideration to Enter Into a Technical Assistance Program Master Agreement and Provide Direction Regarding a Proposed Dog Park

Page 3 of 3

RCS staff will also request TAP funds to design the dog park and RPOSD Measure A funds to build the dog park. The City has approximately \$346,007 available of Measure A Annual Allocations funds. The process of accessing these funds is similar to accessing the TAP services funds. Staff will identify a project and then apply for RPOSD funds.

Due to the ongoing construction of the San Fernando Regional Park Infiltration Project, building a dog park cannot start until June 2023. However, a Feasibility Study and Design for the dog park may begin as soon as the area is accessible and safe to do so. The design phase will include a robust community engagement process so that residents are involved in the development of the park from the beginning.

BUDGET IMPACT:

Entering into the Measure A Technical Assistance Program Master Agreement requires an amendment to the Fiscal Year (FY) 2022-2023 budget of the Recreation and Community Service Grant (Fund 010) revenue and expenditure funds to appropriate the TAP allocated funds not to exceed \$185,000.

Should the City Council direct staff to proceed with building a proposed dog park at Recreation Park, a \$346,007 allocation can be incorporated into the FY 2023-2024 Recreation and Community Service Grant (Fund 010) fund.

CONCLUSION:

It is recommended that the City Council enter into a Technical Assistance Program Master Agreement with the Los Angeles County Regional Park and Open Space District, authorize the City Manager to accept up to \$185,000 in TAP funding, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the TAP funds; and provide staff direction regarding a proposed Dog Park at Recreation Park.

ATTACHMENTS:

- A. Contract No. 2101
- B. [Los Angeles County Regional Park and Open Space District – 08/08/2022 Measure A Available Funding of Annual Allocations](#) (Provided Digitally as Web Link)

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure
(Measure A), approved by voters on November 8, 2016

Measure A Technical Assistance Program Master Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

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

RECITALS

The Grantee ("City of San Fernando") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Agreement and under the terms and conditions of this Agreement. Grantee agrees to complete TAP Services as described in any future Notice(s) to Proceed ("NTP") issued by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A.

DEFINITIONS

Indirect/Overhead Costs – Indirect/Overhead costs are costs not usually identified specifically with the grant, contract, or activity, but are necessary for the general operation of the grantee/organization.

NTP (Notice to Proceed) – The formal notification issued by RPOSD that directs the Grantee to immediately, or as of the date contained in the notice to begin work on the Project.

NTP Budget - Budget submitted by Grantee which provides the cost of the TAP Services being provided.

NTP Completion Date – The date TAP Services will be completed according to the approved timeline submitted by the Qualified Vendor.

Qualified Vendor – Parkland development consultants and service providers included on RPOSD's TAP Qualified Vendor list.

TAP Services – Technical Assistance Program services provided by a Qualified Vendor through a NTP process.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 1: TAP Services

The Grantee shall provide all necessary and qualified personnel, equipment, material, and facilities to complete TAP Services as described in the NTP(s) and incorporated by reference herein.

TAP Services provided under this Agreement will be performed by Qualified Vendors through an NTP and the Grantee shall submit to RPOSD the names, description of work to be performed, contract amount, executed contract agreement and certificate of insurance of the Qualified Vendor that the Grantee contracts with.

Article 2: Term of Agreement

The term of this Agreement begins when it is fully executed ("Effective Date"). The term of the agreement shall remain in effect for five years from the effective date unless renewed, terminated or cancelled by either party as provided in Article 3: Option to Renew and Article 11: Early Termination, Suspension, and Failure to Perform, below.

Article 3: Option to Renew

Provided that Grantee is not, and at no time has been, in default during the Term under any of the terms, conditions, and provisions of this Agreement, then Grantee shall have the option to renew this Agreement, for one five (5) year option period, provided that, in order to exercise this Option to Renew (Option), Grantee is required to give to RPOSD written notice thereof not less than three (3) months prior to the date of expiration of this Agreement.

Article 4: NTP Performance Period

The NTP performance period for each NTP shall be the period of time starting on the date of NTP execution and ending on the performance period end date as defined in the NTP. NTP costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

Article 5: Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

Article 6: Compensation

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to a validly executed NTP. Grant funds will be disbursed in accordance with the NTP Budget defined in the NTP(s), subject to the provisions of this Agreement. Grantee will use the grant funds solely for the purposes described in this Agreement, the resultant NTP and detailed in RPOSD's approved electronic GMS application. Grantee may not combine or carryover funds remaining in one NTP to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work outlined in the NTP.

Article 7: Overhead or Indirect Costs

Grantee's overhead or indirect costs are not reimbursable.

Article 8: Expenditure of Funds and Allocation of Funds Between Budget Items

The total grant amount of any future NTP(s) may not be increased. The Grantee shall expend funds consistent with the approved NTP Budget. Any revisions to the NTP Budget that attempts to shift funds from approved budget items into a different category, must be identified in a revised budget within RPOSD's grants management system and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the NTP budget which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item shall result in a corresponding decrease in the funding for one or more other budgeted items.

Article 9: Project Costs and Reimbursements

RPOSD shall reimburse to the Grantee, in accordance with the approved NTP Budget, a total amount not to exceed the amount of the NTP, as follows:

RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount, upon the Grantee's satisfactory progress under the NTP and upon submission of an electronic claim form, which shall be submitted no more frequently than monthly. RPOSD shall disburse the final 10% held in retention, upon the Grantee's satisfactory completion of the TAP Services, submission of required documentation and upon RPOSD's acceptance of the project. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

The Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

An authorized representative of the Grantee shall sign the claim. Each claim form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the Grantee seeks reimbursement for;
2. Invoices from Qualified Vendor(s) that the Grantee engaged to complete any portion of the work funded under this Agreement and any invoices and any other source documents for costs incurred and expenditures by any such Qualified Vendor(s), unless RPOSD makes a specific exemption in writing; and
3. A supporting progress report summarizing the current status of the work and comparing it to the status required by the NTP (budget, timeline, tasks, etc.), including written substantiation of completion of the portion of the project for which the Grantee is requesting reimbursement, as requested by RPOSD.

RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with the any requirements, including failure to submit a signed payment request or attaching supporting documents.

Article 10: Advancing of Funds

The Grantee may request an advance of grant funds for an amount equaling up to 20% of the grant amount. Grantees must setup a separate fund or account for RPOSD funds approved for advance payment. RPOSD funds must be deposited into an interest-bearing account insured by the FDIC. All interest earned belongs to RPOSD and must be returned to RPOSD prior to final payment. Please refer to the Grant Administration Manual for eligibility and qualification requirements to receive advances.

Grantee shall submit proof of expenditures using advanced funds. The grantee must use or return all advanced funds before requesting for reimbursement of additional expenses from the grant award. Only one request for advance funds, at the initiation of the grant, will be allowed per grant. In addition, Grantee shall return advanced funds paid to Grantee that RPOSD, in its sole discretion, deems ineligible.

Article 11: NTP Completion

The Grantee shall complete the TAP Services by the NTP Completion date provided in the GMS. Upon completion of the NTP the Grantee shall provide RPOSD with evidence of completion by submitting:

1. All Deliverables specified in the NTP, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation
Measure (Measure A), approved by voters on November 8, 2016

2. Electronic submission of final payment request; and
3. Letter of Completion.

Article 12: Early Termination, Suspension, and Failure to Perform

If there are no pending incomplete NTP Projects, either party may terminate this Agreement for any reason by providing the other party with a minimum of thirty (30) days written notice.

If there are pending incomplete NTP Projects, RPOSD may terminate or suspend this Agreement for any reason by providing the Grantee with written notice. Upon receipt of such notice, Grantee shall immediately cause all work under the Agreement to stop and take all reasonable measures to prevent incurring further costs. RPOSD may reimburse eligible, reasonable and non-cancelable obligations incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of grant funding authorized in this Agreement and only if Grantee is in compliance with all terms and conditions of this Agreement and any outstanding NTPs. Any notice suspending NTP's under this Agreement shall remain in effect until written notice from RPOSD authorizes the NTP to resume.

If there are pending incomplete NTP Projects, Grantee may terminate this Agreement for any reason by providing RPOSD with a thirty (30) day notice in writing and repayment to RPOSD of all amounts disbursed by RPOSD for any pending and incomplete NTP(s) issued under this Agreement.

On or before the date of termination of the Agreement under this section, whether terminated by the Grantee or RPOSD, the Grantee shall provide RPOSD with all work, material, data, information, and written, graphic or other work produced, developed or acquired that was to be delivered under this Agreement (whether completed or partial), in appropriate, readily useable form.

Grantee expressly agrees to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this Agreement under this section.

RPOSD is not responsible for any obligations of Grantee that may be impacted by termination of this Agreement, including contracts with Qualified Vendors.

Article 13: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

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Article 14: Copyright and Work Products

Grantee may copyright protect original works developed under this Agreement. All such copyrighted works will be in the name of the Grantee. Grantee grants to RPOSD an irrevocable and royalty-free right and license to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this Grant.

Article 15: Liability Insurance

Prior to starting any Work, Grantee shall (a) secure and continuously carry insurance meeting the requirements set forth and acknowledged in RPOSD's electronic GMS application for this grant, and (b) provide RPOSD with evidence of such insurance. Grantee agrees to promptly provide evidence of insurance required under this Section at any time during the term of the Agreement upon request by RPOSD or a third party engaged by RPOSD to manage and administer the insurance requirements under this Section. Grantee shall also require its sub- contractors to adhere to these insurance requirements.

Article 16: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold harmless RPOSD, its officers, employees, and agents from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify RPOSD, its officers, employees, and agents from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of Projects or any other operation, maintenance or activity by the Grantee.

RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with any Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

The obligations in this "Indemnification and Hold Harmless" section shall survive termination of this agreement.

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Article 17: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of the Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding to RPOSD. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

Article 18: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances. This Agreement is governed by the laws of the State of California, and the parties agree that the enforcement of the Agreement, and the resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given: (i) if entered and/or uploaded to RPOSD's electronic GMS system; (ii) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by, if delivered by courier, the records of such courier); (iii) if mailed, on the date of delivery as shown by the return receipt; (iv) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices shall be addressed to the RPOSD Grants Officer assigned to this grant in the grants management system.

Article 20: Audits, Accounting, Records

Grantee agrees to maintain satisfactory financial accounts, documents and records for each NTP issued under this Agreement and to make them available to RPOSD for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following each NTP termination or completion.

Grantee and RPOSD agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

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At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Measure A Grants Administration Manual, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

The Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

During the performance of this Agreement, the Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence.

Article 23: Independent Capacity

The Grantee, and the agents and employees of the Grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of RPOSD.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

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Article 26: Timeliness

Time is of the essence in this agreement.

Article 27: Authorization Warranty

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

Article 28: Conflict of Interest

No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 27 shall be a material breach of this Agreement.

Article 29: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 30: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: Nick Kimball

Title: City Manager

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. _____

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Date

Grantee Information

Dear

NOTICE TO PROCEED

REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD) AGREEMENT NO. (ENTER NUMBER)
(ENTER NAME OF TAP SERVICES)

Your application for Technical Assistance Program funds for the above TAP Services has been approved subject to the terms and conditions of Agreement No. (Enter Number) dated (Enter Date). This Notice to Proceed (NTP) covers the work listed in the attached Bid from Consultant dated (Enter Date).

TAP services shall be completed by (Enter Date here) for a not-to-exceed fee of (Enter Amount), including related reimbursable expenses as specified. Any work exceeding these fees will require prior written authorization from RPOSD.

Please ensure that Agreement No. (Enter Number) appears on your invoices when billing RPOSD. If you have any questions regarding this NTP, please contact (Enter Contact) at (626) 588-XXXX or (Enter Email Address). Please coordinate with (Enter coordinate name) at (Enter Email Address) to initiate work on this NTP.

Sincerely,

Name of RPOSD Rep Rep's Title