



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, OCTOBER 17, 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.

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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 OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR OCTOBER STUDENTS OF THE MONTH
Sunday Kelly (San Fernando Institute for Applied Media (SFIAM))
Itzel Bueno (Academy of Scientific Exploration)
Education Commissioner Vice Chair David Govea
- B. PRESENTATION OF CERTIFICATES OF RECOGNITION TO LOCAL PARTNERS AND ORGANIZATIONS FOR HOSTING COVID-19 VACCINATION AND/OR TESTING CLINICS

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.

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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:

- a. October 19, 2020 – Regular Meeting
- b. January 4, 2021 – Regular Meeting
- c. April 5, 2021 – Regular Meeting
- d. September 19, 2022 – Regular Meeting
- e. October 3, 2022 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-102 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A SERVICE AGREEMENT WITH SPECTRUMVOIP TO PROVIDE THE CITY'S VOICE OVER INTERNET PROTOCOL (VOIP) TELEPHONE SYSTEM SERVICES

Recommend that the City Council:

- a. Approve a Service Agreement (Contract No. 2118) with SpectrumVoIP to provide the City's Voice over Internet Protocol (VoIP) Telephone System Services; and
- b. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

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4) CONSIDERATION TO APPROVE AN EQUIPMENT LEASE AND SERVICE MAINTENANCE AGREEMENT WITH CANON SOLUTIONS AMERICA, INC. FOR THE CITYWIDE MULTIFUNCTION DEVICE MANAGED PRINT SERVICES REPLACEMENT PROJECT

Recommend that the City Council:

- a. Approve a 60-month (five-year) lease agreement with Canon Solutions America. Inc. (Contract No. 2117) through OMNIA Partners a Cooperative Purchasing Program, Master Agreement Contract No. FI-R-0251-18 for the purchase of nine multifunctional copier device managed print services equipment and maintenance services agreement in an amount not-to-exceed \$55,000 per year; and
- b. Authorize the City Manager to execute the Lease Agreement and all related documents.

5) CONSIDERATION TO ADOPT RESOLUTIONS TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, ALCOHOL POLICING PARTNERSHIP PROGRAM

Recommend that the City Council:

- a. Accept the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program 22-APP24 in the amount of \$69,820;
- b. Adopt Resolution No. 8186 authorizing the Police Chief to execute Standard Agreement No. 22-APP24 with ABC; and
- c. Adopt Resolution No. 8187 amending the budget of Fiscal Year 2022-2023 to appropriate the grant revenues and expenses.

6) CONSIDERATION TO ACCEPT THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES HIGH FREQUENCY COMMUNICATIONS EQUIPMENT GRANT

Recommend that the City Council:

- a. Accept the Governor's Office of Emergency Services High Frequency Communications Equipment Grant FH21 01 1410, in the amount of \$59,968, to reimburse equipment and overtime associated with the grant;
- b. Adopt Resolution No. 8185 amending the budget for Fiscal Year 2022-2023 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related document; and
- d. Authorize the Police Chief to expend the funds as detailed in the CalOES High Frequency Communications Grant.

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7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE PEDESTRIAN FENCING GLENOAKS BOULEVARD BRIDGE PROJECT, PROJECT NO. 7618, PLAN NO. P-740

Recommend that the City Council:

- a. Accept the lowest responsible bid in the amount of \$134,120 from CT&T Concrete Paving, Inc., for construction of these improvements;
- b. Approve a construction contract with CT&T Concrete Paving, Inc. (Contract No. 2120) for an amount not-to-exceed \$134,120; and
- c. Authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$13,412, to cover costs of unforeseen conditions and execute all related documents.

8) CONSIDERATION TO APPROVE AN EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL (STP-L) AND HIGHWAY INFRASTRUCTURE PROGRAM (HIP) FUNDS FOR USE ON THE CITY'S SIDEWALK REPAIR PROGRAM

Recommend that the City Council:

- a. Approve an Exchange Agreement with Los Angeles County Metropolitan Transportation Authority (Contract No. 2119) for an exchange of \$256,008 in eligible STP-L and HIP funds previously allocated to the City for like total amount of LACMTA Local Transportation Funds;
- b. Adopt Resolution No. 8188 amending the Fiscal Year 2022-2023 adopted budget appropriating the revenues and expenditures for Street Maintenance – Capital Projects; and
- c. Authorize the City Manager to execute the agreement and all related documents and make non-substantive changes, if necessary.

ADMINISTRATIVE REPORTS

9) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN FERNANDO AND THE COUNTY OF LOS ANGELES TO SUPPORT BROADBAND CONNECTIVITY AND ADDRESS THE DIGITAL DIVIDE

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2115) between the City and the County of Los Angeles to support broadband connectivity and address the digital divide; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

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10) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. TO PREPARE PHASE I OF THE CLIMATE ACTION AND RESILIENCE PLAN

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2116) with Rincon Consultants, Inc. in an amount not-to-exceed \$50,000 for preparation of Phase 1 of the Climate Action and Resilience Plan; and
- b. Adopt Resolution No. 8184 amending Fiscal Year 2022-2023 Adopted Budget to appropriate expenditures for Phase I of the Climate Action and Resilience Plan; and
- c. Authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

11) DISCUSSION AND INFORMATIONAL UPDATE ON MAINTENANCE EFFORTS ON THE MISSION CITY BIKE TRAIL

Recommend that the City Council:

- a. Receive and file this informational report on maintenance efforts on the Mission City Bike Trail;
- b. Discuss the options of adding new solar lights and security cameras on the bike trail; and
- c. Provide direction to staff, as appropriate.

12) DISCUSSION AND CONSIDERATION REGARDING CITY MEMBERSHIP TO JOIN CALIFORNIA CONTRACT CITIES ASSOCIATION

This item was agendized by Councilmember Celeste Rodriguez.

13) CONSIDERATION AND DISCUSSION TO ADDRESS CERTAIN COMMENTS MADE BY CITY OF LOS ANGELES COUNCILMEMBERS GIL CEDILLO AND KEVIN DE LEÓN

This item was agendized by Mayor Mary Mendoza.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

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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: October 13, 2022 (5:00 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.

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

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 19, 2020 – 6:00 P.M.
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco (joined at 6:13 p.m.), Councilmembers Sylvia Ballin, Robert C. Gonzales (joined at 6:13 p.m.), and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Deputy City Manager/Director of Community Development Tim Hou, Director of Finance Diego Ibanez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Mendoza to approve the agenda. The motion carried with Vice Mayor Pacheco and Councilmember Gonzales absent.

PRESENTATION

It was noted that Vice Mayor Pacheco and Councilmember Gonzales joined the meeting at 6:13 p.m.

A) EDUCATION COMMISSION CERTIFICATES OF RECOGNITION - STUDENTS OF THE MONTH

- Leah Cortes (O'Melveny Elementary)
- Andres Bernal (Academy of Scientific Exploration)
- Jason Portillo (Social Justice Humanitas Academy)

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- B) RECEIVE AN INFORMATIONAL PRESENTATION REGARDING THE NOVEMBER 3, 2020, GENERAL ELECTION ACTIVITY UPDATES

PUBLIC STATEMENTS

City Clerk Fritz read Public Statements into the record submitted by:

Liana Stepanyan, San Fernando Library Manager provided information regarding the Library's service schedule.

Maria Panduro mentioned concerns on activities associated with the upcoming Halloween events during the COVID-19 pandemic.

CONSENT CALENDAR

Motion by Councilmember Ballin, seconded by Councilmember Mendoza to approve:

- 1) REQUEST TO APPROVE MEETING MINUTES OF:
 - a. APRIL 20, 2020 – REGULAR MEETING
 - b. MAY 4, 2020 – REGULAR MEETING
 - c. OCTOBER 5, 2020 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ACCEPT THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT PT21053 AND ADOPT A RESOLUTION AMENDING FISCAL YEAR 2020-2021 BUDGET

The motion carried, unanimously.

ADMINISTRATIVE REPORTS

- 4) RECEIVE A PRESENTATION FROM METRO REGARDING THE EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT AND PROVIDE RELATED DIRECTION

It was noted that Mayor Fajardo left the meeting at 8:17 p.m.

Metro representatives presented an update regarding the East San Fernando Valley Light Rail Transit project and responded to Councilmember questions and concerns.

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Staff was directed to prepare a letter to include the City's position on the final Environmental Impact Report (EIR) to be submitted to the Board of Directors prior to the deadline.

It was noted that Mayor Fajardo joined the meeting at 8:57 p.m.

5) UPDATE ON THE GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT

Director of Public Works Baumgardner presented an update on the Glenoaks Boulevard street resurfacing and the Highway safety improvement project and responded to Councilmember questions. City Council received and filed the report.

City Manager Kimball requested Item Nos. 9 and 10 be considered together due to the subject matter.

9) DISCUSSION REGARDING COVID-19 RESPONSE EFFORTS AND APPROVAL OF PROPOSED RECOMMENDATIONS

Deputy City Manager/Director of Community Development Hou presented information regarding the City's COVID-19 response efforts, statistics, and related recommendations.

10) DISCUSSION REGARDING HALLOWEEN ACTIVITIES AND APPROVAL OF PROPOSED RECOMMENDATIONS

It was the consensus of the City Council to direct staff to follow the Los Angeles County Public Health guidelines to inform the community about Halloween activities, planned street closures, including applicable signage.

Mayor Fajardo stated that Items No. 11, 8, and 7 be considered next.

11) CONSIDERATION TO ADOPT A RESOLUTION DECLARING THE FIRST TUESDAY IN NOVEMBER OF EVEN NUMBERED YEARS AS ELECTION DAY IN SAN FERNANDO

Motion by Vice Mayor Pacheco, seconded by Mayor Fajardo to adopt Resolution No. 8034, declaring the first Tuesday in November of even numbered years, as Election Day in San Fernando. The motion carried unanimously.

8) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION AND SAN FERNANDO MANAGEMENT GROUP TO RESOLVE IMPACTS OF THE RETIREMENT INCENTIVE BENEFIT AND ADOPT RELATED RESOLUTIONS

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City Manager Kimball presented the report and discussed supplemental information distributed to Council subsequent to the distribution of the agenda packet.

Motion by Mayor Fajardo, seconded by Councilmember Ballin to:

- a. Approve the proposed Side Letter of Agreement (Contract No. 1969) between the City of San Fernando and the San Fernando Public Employees Association (SFPEA) implementing changes to existing job classifications, adopting new job classifications, and adjusting the salary plan related to position duties and responsibilities directly impacted by the Retirement Incentive Program;
- b. Approve the proposed Side Letter of Agreement (Contract No. 1970) between the City of San Fernando and the San Fernando Management Group (SFMG) implementing changes to existing job classifications, adopting new job classifications, and adjusting the salary plan related to position duties and responsibilities directly impacted by the Retirement Incentive Program;
- c. Adopt Resolution No. 8035 approving new classification specifications for positions represented by SFPEA and SFMG;
- d. Adopt Resolution No. 8036 amending the Fiscal Year (FY) 2020-2021 Salary Plan to include the appropriate salary range for each new classification specification represented by SFPEA and SFMG;
- e. Adopt Resolution No. 8037 amending the Table of Organization for FY 2020-2021 to reflect the changes identified in the Side Letter of Agreements; and
- f. Authorize the City Manager to make non-substantive corrections and execute the Side Letter of Agreements and all related documents and include supplemental information submitted to the City Clerk, as Attachment A, including a minor addition to the Side Letter of Agreement, City Mechanic job specifications and eliminating references to Public Works Technician.

The motion carried unanimously.

- 7) CONSIDERATION TO ADOPT A RESOLUTION TO SUBMIT A GRANT APPLICATION FOR PROP. 68 PER CAPITA FUNDING AND AUTHORIZE THE CITY MANAGER TO ACCEPT SUCH FUNDS SHOULD GRANT BE AWARDED

Director of Recreation and Community Services Venegas presented the staff report and responded to Councilmember questions.

SAN FERNANDO CITY COUNCIL

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Motion by Mayor Fajardo, seconded by Councilmember Gonzales to adopt Resolution No. 8033 authorizing the submittal of a grant application to the California Department of Parks and Recreation Per Capita Grant to fund the Pioneer Park Playground Renovation and Outdoor Exercise Project; authorize the City Manager to accept the grant funds, upon award of grant; authorize the City Manager, or designee, to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and upon full execution of all grant-related documents; and authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds. The motion carried unanimously.

6) PRESENTATION OF FISCAL YEAR 2019-2020 PRELIMINARY YEAR-END BUDGET ESTIMATES AND FISCAL YEAR 2020-2021 BUDGET REVIEW

Director of Finance Ibanez presented the Fiscal Year 2019-2020 preliminary year-end budget estimates and Fiscal Year 2020-2021 budget review and responded to Councilmember questions. City Council received and filed the report.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Venegas mentioned upcoming virtual community events.

City Manager Kimball announced upcoming dates for the Strategic Planning meetings.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Gonzales thanked staff for all their work.

Councilmember Mendoza attended the California League of Cities meeting; and thanked the San Fernando Mall Association for adding lights in the mall.

Councilmember Ballin discussed the completion of the mural project and the mural installation planned for mid-November. Councilmember Ballin reminded residents to be aware of hit pieces on Candidates often issued by non-resident special interest groups associated with the upcoming election.

Vice Mayor Pacheco thanked staff for their work, congratulated the Los Angeles Dodgers for winning the World Series and Councilmember Mendoza on her first anniversary as a City Councilmember.

Mayor Fajardo commented positively regarding serving with Councilmember Mendoza and echoed comments made by Councilmember Ballin regarding special interest groups.

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ADJOURNMENT (10:37 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 19, 2020, meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**JANUARY 4, 2021 – 6:00 P.M.
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:07 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Anthony Vairo, Deputy City Manager/Director of Community Development Timothy Hou, Director of Finance J. Diego Ibanez, Director of Public Works Matthew Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

Absent: Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by City Clerk Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

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

PUBLIC STATEMENTS – ORAL/WRITTEN

Marsella Rodriguez commented via telephone seeking financial assistance from the City and assistance to resolve her current financial struggles.

Christina Bernal commented via telephone on concerns with Agenda Item No. 9, Tesla Supercharger Agreement and recommended to delay the project to allow more community outreach.

The following public statements were submitted via email in support of Agenda Item No. 9, Tesla Supercharger Agreement:

Marvin Rolando Perez
Theresa Mendez
Jason Hayes
Raymin Herrera
Patty Lopez
Gustavo Franco

The following submitted comments in opposition of Agenda Item No. 9:

David Bernal
Cindy Lopez
Nicholas Cardenas
Adriana Gomez
Kathy Casillas

CONSENT CALENDAR

Councilmember Montañez requested to pull Consent Calendar Item Nos. 1 and 2 for discussion.

Motion by Councilmember Montañez seconded by Councilmember Rodriguez to approve Consent Calendar Nos. 3 and 4:

- 3) CONSIDERATION TO APPROVE A CONTRACT EXTENSION WITH MICHAEL BAKER INTERNATIONAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION SERVICES
- 4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH UTILITY SYSTEMS SCIENCE AND SOFTWARE, INC., FOR WASTEWATER FLOW MONITORING AND SAMPLE SERVICES

The motion carried with Councilmember Pacheco absent.

Items Pulled for Discussion

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to approve Consent Calendar Item Nos. 1 and 2:

- 1) REQUEST TO APPROVE MEETING MINUTES OF:
 - a. MAY 18, 2020 – SPECIAL MEETING
 - b. JUNE 1, 2020 – SPECIAL MEETING
 - c. JUNE 15, 2020 – SPECIAL MEETING
 - d. JULY 6, 2020 – SPECIAL MEETING
 - e. JULY 20, 2020 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 20-122 AND 21-011 APPROVING THE WARRANT REGISTERS OF DECEMBER 21, 2020 AND JANUARY 4, 2021, RESPECTIVELY

The motion carried with the following vote:

ROLL CALL

AYES:	Rodriguez, Mendoza, Ballin - 3
NAYS:	None
ABSENT:	Pacheco
ABSTAIN:	Montañez – 1

ADMINISTRATIVE REPORTS

- 5) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

Deputy City Manager/Director of Community Development Hou presented the staff report. Councilmembers provided feedback and recommendations to partner and submit grants regarding PPE and food distribution to receive additional Covid-19 resources.

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

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

The motion carried with Councilmember Pacheco absent.

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

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to direct staff to obtain additional information from the proposed design firm related to specific design elements, include additional targeted community outreach for community members adjacent to Layne Park and return to the next City Council meeting to consider approving a revised contract.

The motion did not pass by the following vote:

ROLL CALL

AYES:	Rodriguez, Montañez - 2
NAYS:	Mendoza, Ballin - 2
ABSENT:	Pacheco - 1
ABSTAIN:	None

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

Motion by Vice Mayor Mendoza, seconded by Mayor Ballin to approve the City Council Liaison Assignments as amended: League of California Cities - Vice Mayor Mendoza, Delegate, and Councilmember Rodriguez, Alternate. San Fernando Valley Council of Governments - Vice Mayor Mendoza, Primary, and Councilmember Rodriguez, Alternate. The motion carried with Councilmember Pacheco absent.

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to create a Visioning and Resilience Ad Hoc to create a process to address visioning for the entire City and resilient climate change issues with Vice Mayor Mendoza and Councilmember Montañez to serve on the committee. The motion carried with Councilmember Pacheco absent.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to approve the Ad Hoc Committee list to include a Safe and Active Streets Ad Hoc with Councilmember Montañez and Rodriguez to serve on the committee. The motion carried with Councilmember Pacheco absent.

Motion by Mayor Ballin, seconded by Vice Mayor Mendoza to appoint Vice Mayor Mendoza to the Disaster Council. The motion carried with Councilmember Pacheco absent.

It was noted that Council recessed at 9:40 p.m. and reconvened at 9:45 p.m. with Councilmember Pacheco absent.

9) DISCUSSION REGARDING THE TESLA SUPERCHARGER AGREEMENT

Councilmember Montañez presented the staff report and expressed resident concerns regarding certain terms of the contract, failure to provide sufficient public notice to the nearby property owners and merchants associated with the use of Parking Lot 8 and project configuration changes.

Motion by Councilmember Montañez to delay the Tesla Chargers for 90-days to allow community participation. The motion failed due to a lack of second.

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

Vice Mayor Mendoza presented the staff report.

Motion by Vice Mayor Mendoza, seconded by Councilmember Montañez to approve a one-time partnership with the East Los Angeles College Foundation and California Student Aid Commission to promote the “Second Annual California Student Opportunity and Access Program (CALSOAP) LA College and Career Expo”; and Approve the use of the City Seal to allow CALSOAP LA to use the City name and City Seal on event promotional materials; and Approve providing promotional information related to the event through the City’s Website and Social Media outlets. The motion carried, with Councilmember Pacheco absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Finance announced budget updates would be provided at the next City Council meeting.

Director of Recreation and Community Services Venegas announced the completion of the virtual Reindeer Dash, talked about the Mariachi 20 year video posted on the City’s website, and advertised community engagement meetings scheduled for January 14th, January 27th, and February 6th to provide feedback on amenities the community would like to see at the City’s parks.

City Clerk Fritz provided an update from the Education Commission, in lieu of the in-person Principals' Brunch, the Commission suggested sending a letter to all school Principals reminding them of available City resources, and announced Deputy City Clerk Cynthia Alba tendered her resignation notice and her last day will be January 15, 2021.

City Attorney Padilla announced a great abatement effort initiated at 1212 Knox St.

City Manager Kimball announced, on Thursday Artist Lalo Garcia will begin City Council approved temporary mural installation at Parking Lot 6N, as part of the Mural pilot program.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Montañez looks forward to working with City Council colleagues and staff, expressed gratitude to San Fernando Police Officers as the first responders during the pandemic.

Councilmember Rodriguez extended thoughts and prayers to Councilmember Pacheco and those who have tested positive for Covid-19.

Vice Mayor Mendoza noted she attended the Virtual Tree Lighting event, acknowledged the Master Mariachi Apprentice Program and expressed thanks and gratitude to City Manager Kimball and all Department Heads on the hard work and dedication demonstrated to residents and businesses during the pandemic.

Mayor Ballin thanked City Manager Kimball for all his hard work moving the City forward, thanked Deputy City Manager/Director of Community Development Hou and Assistant City Attorney Padilla for their dedication to the City, and thanked all Department Heads and staff for their efforts.

ADJOURNMENT (11:00 p.m.)

Mayor Ballin adjourned the meeting to the next regular City Council Meeting of January 19, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of January 4, 2021, meeting as approved by the San Fernando City Council.

Julia Fritz, City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**APRIL 5, 2021 – 6:00 P.M.
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Hector A. Pacheco (joined at 6:03 p.m.), Cindy Montañez and Celeste T. Rodriguez (joined at 6:01 p.m.)

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Deputy City Manager/Director of Community Development Tim Hou, Director of Finance Diego Ibañez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE

Led by City Clerk Fritz

APPROVAL OF AGENDA

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to approve the agenda, as amended:

Mayor Ballin requested to consider Agenda Item No. 10 following the approval of the Consent Calendar, and to postpone the Los Angeles Unified School District's update presentation to 7:50 p.m.

The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – April 5, 2021

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PRESENTATIONS

- A) PRESENTATION OF A CERTIFICATE OF RECOGNITION HONORING BENITA TRUJILLO, SAN FERNANDO VALLEY DISTRICT DIRECTOR, LOS ANGELES COUNTY DISTRICT 3

PUBLIC STATEMENTS

City Clerk Fritz read into the record the following public comments submitted via email:

Rene I. Gaudet, Ed. D, Elizabeth Gutierrez, and Gina Franco commented on their opposition on the closure of St. Ferdinand Catholic School and requested City Council's support.

Gustavo Franco commented about two local businesses near his home playing loud music (restaurant) and loud yelling (exercise club) and asked City Council for assistance (correspondence submitted).

Liana Stepanyan provided San Fernando Library updates including reopening for select services on April 19, 2021.

CONSENT CALENDAR

Motion by Councilmember Pacheco, seconded by Vice Mayor Mendoza to approve:

- 1) CONSIDERATION TO APPROVE MINUTES FOR THE FEBRUARY 16, 2021 REGULAR MEETING AND THE MARCH 15, 2021 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO CONTRACT NO. 1933 WITH ALL AMERICAN ASPHALT, A SECOND AMENDMENT TO CONTRACT NO. 1942 WITH KOA CORPORATION, AND AUTHORIZE THE NOTICE OF COMPLETION FOR THE GLENOAKS BOULEVARD STREET RESURFACING AND HIGHWAY SAFETY IMPROVEMENT PROJECT, JOB NO. 7595, PLAN NO. P-728
- 4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR WATER TESTING AND ANALYSIS SERVICES

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – April 5, 2021

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- 5) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH ENVIROGEN TECHNOLOGIES, INC. FOR ADDITIONAL OPERATION AND MAINTENANCE SERVICES RELATED TO THE NITRATE TREATMENT SYSTEM FOR SAN FERNANDO WELL NO. 7
- 6) CONSIDERATION TO ACCEPT THE COMMUNITY POWER RESILIENCY ALLOCATION TO CITIES PROGRAM GRANT AWARD AND APPROVE A RESOLUTION APPROPRIATING THE FUNDS

The motion carried, unanimously.

Agenda Item No. 10 was moved up on the agenda.

- 10) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Mayor Ballin introduced Joel Fajardo (not in attendance) as her representative to be appointed to the Planning and Preservation Commission.

Motion by Mayor Ballin, seconded by Vice Mayor Mendoza, to appoint Joel Fajardo to the Planning and Preservation Commission.

The motion carried, unanimously.

PUBLIC HEARINGS

- 7) A PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE REGARDING FLOODPLAIN MANAGEMENT REGULATIONS AND ACCEPTANCE OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY

Mayor Ballin opened the public hearing.

Director of Public Works presented the staff report and responded to Councilmember questions.

Mayor Ballin opened public comment, no public testimony submitted. Mayor Ballin closed the public hearing. Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to close the public hearing. The motion carried, unanimously.

Motion by Councilmember Pacheco, seconded by Vice Mayor Mendoza to introduce for first reading, in title only, and waive further reading of Ordinance No. 1701, titled, "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 26, Article V (Floodplain Management) to adopt Floodplain Management regulations and an updated Flood Insurance Study issued by the Federal Management Agency." The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – April 5, 2021

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ADMINISTRATIVE REPORTS

8) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

City Manager Kimball presented the staff report and replied to various questions from Councilmembers. No formal action was taken by City Council and the report was received and filed.

City Clerk Fritz noted that Los Angeles Unified District Board Member Kelly Gonez has joined the meeting at 7:59 p.m. for presentation of the following item:

B) PRESENTATION BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON UPDATES REGARDING THE 2020-2021 SCHOOL YEAR

9) DISCUSSION AND PRESENTATION OF RECOMMENDED CITY COUNCIL STRATEGIC GOALS FOR THE FISCAL YEARS 2021-2022 THROUGH FISCAL YEAR 2026-2027

Councilmembers discussed strategic goals as recommended by the Ad hoc committee.

Motion by Councilmember Pacheco, seconded by Councilmember Rodriguez, to continue the discussion to the following regular City Council meeting to allow additional time for feedback from all Councilmembers. The motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Public Works Baumgardner reported trees were recently planted along Glenoaks Blvd. between Harding Ave. and Hubbard St. and noted that discussions for the second phase of tree planting project would be brought to the Green City Ad Hoc Committee at its next meeting.

Director of Recreation and Community Services Venegas announced the Parks, Wellness and Recreation Commission meeting will be held on April 13, 2021, and mentioned that the Family Wellness Challenge activities will be offered as online and in-person workshops.

Police Chief Vairo requested to adjourn the meeting in memory of Sandra Sageri.

City Clerk Fritz announced the Education Commission approved a new scholarship program called Gerry's Kids, noted the scholarship would be offered annually and funded by former Deputy City Manager/Director of Community Development Tim Hou in honor of his late mother Geraldine Hou. Also, the Education Commission selected two students of the month for April and awarded thirteen student scholarships ranging from \$250 to \$1000 as a result of the Annual Student Scholarship Essay contest.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – April 5, 2021

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GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez and Councilmember Pacheco expressed thanks to staff for their work.

Councilmember Montañez reported she attended the Safe and Active Streets Ad Hoc Committee meeting and thanked the Strategic Goal Ad Hoc Committee and the City Council for the discussion.

Vice Mayor Mendoza thanked those that submitted public comments and attended the Cesar Chavez Commemorative Plaque event.

Mayor Ballin thanked Tim Hou for the scholarship contribution and thanked staff for their contributions.

ADJOURNMENT (9:33 p.m.)

Mayor Ballin adjourned the meeting in memory of Sandra Sageri, to the next regular City Council Meeting of April 19, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 5, 2021 meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**SEPTEMBER 19, 2022 – 6:00 P.M.
REGULAR 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 Mary Mendoza called the meeting to order at 6:02 p.m.

Present: Council: Mayor Mary Mendoza, Councilmembers Sylvia Ballin, Cindy Montañez, and Celeste Rodriguez

Staff: Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Public Works Matthew Baumgardner, Director of Community Development Kanika Kith, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: Vice Mayor Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to approve the agenda as presented. The motion carried unanimously.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR SEPTEMBER STUDENTS OF THE MONTH
Alberto Garcia (Social Justice Humanitas Academy)
Bertha Hernandez Escareno (San Fernando Institute for Applied Media)

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting September 19, 2022

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- B. PRESENTATION OF CERTIFICATES OF APPRECIATION TO IRENE SANDLOW, NANCY NUNEZ, MARIA M. NUNEZ, MARCELA RODRIGUEZ FOR THEIR VOLUNTEER SERVICES DURING HOMELESS CONNECT DAY
 - C. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS BREAST CANCER AWARENESS MONTH
 - D. PRESENTATION OF CERTIFICATE OF PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

Councilmember Rodriguez suggested that Chief Valdez bring a report back to the City Council on domestic violence statistics, use of potential resources from outside organizations and officer training.

PUBLIC STATEMENTS

Pat Gonzalez spoke about the urgency of repairs needed on N. Meyer Street due to hazardous road/street and sidewalk conditions.

Edward Casillas urged the City to repair the hazardous road/street and sidewalk located at N. Meyer Street.

Lilia Monterossa, Field Representative with the Office of Congressman Tony Cárdenas provided legislative informational updates, including but not limited to, The Inflation Reduction Act which will lower household costs across health coverage, prescription drugs, home energy, and electric vehicles.

CONSENT CALENDAR

Councilmember Rodriguez requested to pull Item 4 for discussion; and Councilmember Montañez requested to pull Item 5 for discussion.

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to approve Consent Calendar Item Nos 1, 2, 3 and 6:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. May 21, 2020 – Special Meeting
 - b. August 3, 2020 – Regular Meeting
 - c. September 6, 2022 – Special Meeting
 - d. September 6, 2022 – Regular Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting September 19, 2022

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- 3) CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE DESIGNATED POSITIONS TO THE CITY'S CONFLICT OF INTEREST CODE
- 6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE FINAL TRACT MAP NO. 83144 LOCATED AT 1001 GLENOAKS BOULEVARD, ASSESSOR'S PARCEL NO. 2515-016-017

The motion carried, with Vice Mayor Pacheco absent.

Items Pulled for Discussion

- 4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO RJM DESIGN GROUP, INC., FOR THE DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT

Councilmembers discussed concerns associated with community outreach efforts performed by the proposed vendor and requested that the item be brought back to the City Council at the next meeting with a revised contract that includes detailed information regarding community outreach efforts to include a Spanish only speaking meeting as well as door to door outreach activities, project timeline and sufficient signage.

- 5) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT FOR THE SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH PROJECT

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to:

- a. Approve plans and specifications for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project, Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737;
- b. Accept the lowest responsive bid in the amount of \$4,835,283.60 from Toro Enterprises Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a construction contract with Toro Enterprises Inc. for an amount of \$4,835,283.60 (Contract No. 2110);
- d. Establish a construction contingency of 10% of the contract amount, \$483,528.36, to cover costs of unforeseen conditions and authorize City Manager to execute change orders as necessary up to \$483,528.36.

Motion carried with Vice Mayor Pacheco absent.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting September 19, 2022

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PUBLIC HEARING

- 6) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE USE OF FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO IMPLEMENT THE PERSONAL FINANCIAL LITERACY PROGRAM

Mayor Mendoza opened the public hearing.

Director of Recreation and Community Services Venegas presented the staff report and responded to Councilmember questions.

Mayor Mendoza opened public comment, there being no public testimony, Mayor Mendoza closed the public hearing. Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to close the Public Hearing. Motion carried with Vice Mayor Pacheco absent.

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to approve, as amended:

- a. Adopt Resolution No. 8181 approving the allocation of Community Development Block Grant funds to implement a Personal Financial Literacy Program; and
- b. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Commission for approval; and
- c. Upon approval from LA CDC authorize a Professional Services Agreement (Contract No. 2109) with New Economics for Women to implement the Personal Financial Literacy Program for an amount not to exceed \$15,000;
- d. Authorize the City Manager to make non-substantive changes and execute all related documents; and requested staff to provide updates on the recipients that were awarded funds and how funds were spent in order to measure the effectiveness of the program.

Motion carried, with Vice Mayor Pacheco absent.

- 7) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION ESTABLISHING ANNUAL REPAYMENT TERMS FOR THE \$200,000 COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING GRANT FUND LOAN RECEIVED FROM THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR THE SMALL BUSINESS GRANT PROGRAM

Mayor Mendoza opened the public hearing.

Director of Finance Melton presented the staff report and responded to Councilmember questions.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting September 19, 2022

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Mayor Mendoza opened public comment, there being no public testimony, Mayor Mendoza closed the public hearing. Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to close the public hearing. Motion carried, with Vice Mayor Pacheco absent.

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to:

- a. Adopt Resolution No. 8179 approving annual repayment terms for the \$200,000 Community Development Block Grant Revolving Grant Fund Loan received from the Los Angeles County Development Authority for the Small Business Grant Program to assist San Fernando Businesses;
- b. Authorize the City Manager to execute the County of Los Angeles CDBG Reimbursable Contract with Participating City Amendment Number 1 (Contract No. 2108(a)); and
- c. Authorize the City Manager to submit documentation conveying the City Council's Resolution to the Los Angeles County Development Authority for approval.

Motion carried, with Vice Mayor Pacheco absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz announced the initial implementation of a public facing search capability added to the City Clerk Department's webpage and will allow the public to immediate viewing access of public records documents available (i.e. resolutions, minutes, and ordinances).

Police Chief Valdez announced that registration for National Night Out event is still open, spoke about public safety efforts in the Mission City Bike Trail and associated challenges with individuals facing homelessness mitigation efforts.

Director of Recreation and Community Services Venegas mentioned that the San Fernando Mile Run event registration is still open, announced the Education Commission will meet on Tuesday, September 27, 2022 to discuss event planning for a Principals Brunch.

Assistant to the City Manager Hernandez announced that the San Fernando Mile Run followed by the Dia de Los Muertos Cultural Festival events will offer free bike valet services.

Director of Community Development Kith spoke about the results of the 2022 Greater Los Angeles Homeless Count published by the Los Angeles Homeless Services Authority.

Director of Finance Melton mentioned the Annual Transaction Tax Measure A/SF Town Hall meeting will be held in the Council Chamber on Monday, September 26, 2022 and will stream live on Facebook.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting September 19, 2022

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Director of Public Works Baumgardner mentioned the lighting efforts on the path for the Mission City Bike Trail that is scheduled to be brought to the City Council in October, 2022, commented on receipt of bids for the Glenoaks Bridge project and spoke about Phase 2 of the Slurry Seal project.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez spoke about increased public safety upgrades along the path of the Mission City Bike Trail in light of the recent fires, and suggested additional outreach efforts beyond utilizing technology to publicize the Annual Transaction Tax Measure A/SF Town Hall meeting.

Councilmember Montañez requested an update regarding the series of fires that occurred along the Mission City Bike Trail path and suggested increasing law enforcement presence in the area due to the recent uptick of dangerous activities.

Lt. Rosenberg provided an update on the recent fires that occurred along the bike bath, reaffirming that the focus and priority is public safety in the community and also commented on additional enforcement activities that the police officers perform on a regular basis such as compliance checks on restraining orders involving gun violence.

Councilmember Ballin asked about the services being offered at upcoming events regarding the bike valet service, commented on Phase 2 of the Slurry Seal project, and suggested that Mr. Baumgardner contact the individual who requested action regarding road and sidewalk repairs along N. Meyer Street.

Mayor Mendoza spoke about upcoming City events, commented on increased public safety, mentioned she attended the 2022 League of California Cities (“League”) Annual Conference in Long Beach, mentioned during the general meeting, California Cities for Local Control requested the League place on the agenda for discussion bringing back local control on zoning and land use decisions; however the item did not make it on the agenda for discussion.

ADJOURNMENT (8:34 p.m.)

Mayor Mendoza adjourned the meeting to the next regular meeting of October 3, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the September 19, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 3, 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 5:21 p.m.

Present:

Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco (telephonically at 5:24 p.m.) and Councilmembers Sylvia Ballin and Celeste Rodriguez

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

Absent: Councilmember Cindy Montañez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:22 P.M.)

By consensus, Councilmembers recessed to Closed Session.

Vice Mayor Pacheco telephonically joined Closed Session for consideration of Item A of the special meeting agenda.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – OCTOBER 3, 2022**

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A) **CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION §54956.9(D)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:**

Case Name: P.S., et al v. City of San Fernando

Case No: 2:21-cv-04918-PA-PVC

B) **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 October 3, 2022, at 5:00 p.m.

ADJOURNMENT

The City Council adjourned the special meeting at 5:55 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 October 3, 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: October 17, 2022

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-102 (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. 22-102, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 22-102

**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. 22-102**

**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 17th day of October, 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. 22-102 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 17th day of October, 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 October, 2022.

Julia Fritz, City Clerk

vchlist		Voucher List				Page: 1	
10/13/2022	10:41:14AM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
228671	10/17/2022	891587 ABLE MAILING INC.	36557		MAILING AND FULFILLMENT SERVICES		
				12682	072-360-0000-4300	90.35	
				12682	070-382-0000-4300	90.35	
			36559		WATER ENVELOPE STORAGE-SEPT 20		
					072-360-0000-4300	12.50	
					070-382-0000-4300	12.50	
					Total :	205.70	
228672	10/17/2022	894259 ABOUT FACES ENTERTAINMENT LLC	50294		STILT WALKERS FOR DAY OF THE DEA		
					001-424-0000-4260	970.00	
					Total :	970.00	
228673	10/17/2022	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR SR CLUB ACTIVITIES		
					004-2346	177.34	
					Total :	177.34	
228674	10/17/2022	100165 AMERICAN WATER WORKS, INC.	33470		VEHICLE MAINT - CE0152		
					041-320-0152-4400	79.75	
					Total :	79.75	
228675	10/17/2022	100188 ANDY GUMP INC.	INV963282		PORTABLE RESTROOM SERVICE FOR		
				12762	043-390-0000-4260	336.49	
			INV963283		PORTABLE RESTROOM SERVICE FOR		
				12762	043-390-0000-4260	217.28	
			INV963284		PORTABLE RESTROOM SERVICE FOR		
				12762	070-384-0000-4260	336.34	
					Total :	890.11	
228676	10/17/2022	894029 ARROW CONCRETE CUTTING CO. INC	81656		MISC SAW CUTTING		
					070-383-0000-4260	1,800.00	
					Total :	1,800.00	
228677	10/17/2022	893176 AUTOZONE STORE 5681	5681497102		VEHICLE MAINT-PW2115		
					041-320-0311-4400	83.77	
			5681501581		VEHICLE MAINT-PD1135		
					041-320-0224-4400	19.43	
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228677	10/17/2022	893176 AUTOZONE STORE 5681	(Continued)		VEHICLE MAINT-PW3241	
			5681517296		029-335-0000-4400	55.49
			5681519401		VEHICLE MAINT-PW2721	
					072-360-0000-4400	18.70
			5681526848		VEHICLE MAINT-PD6868	
					041-320-0225-4400	55.52
			5681527001		VEHICLE MAINT-ME8615	
					074-320-0000-4400	269.48
					Total :	502.39
228678	10/17/2022	890980 AVILA, JESSE H.	SEPT 2022		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	150.00
					Total :	150.00
228679	10/17/2022	100283 BADGER METER, INC.	1519895		METER REPLACEMENT PROGRAM	
				12769	070-385-0700-4600	4,121.43
			1524117		METER REPLACEMENT PROGRAM	
				12769	070-385-0700-4600	16,260.76
			1525695		METER REPLACEMENT PROGRAM	
				12769	070-385-0700-4600	26,280.00
					Total :	46,662.19
228680	10/17/2022	892426 BEARCOM	5426438		MAINTENANCE AGREEMENT FOR RAD	
				12693	001-222-0000-4320	1,435.00
					Total :	1,435.00
228681	10/17/2022	891301 BERNARDEZ, RENATE Z.	654		INTERPRETATION SERVICES	
				12700	001-101-0000-4270	300.00
					Total :	300.00
228682	10/17/2022	893591 BIOMEDICAL WASTE DISPOSAL	117890		BIOMEDICAL WATER PICK UP & DISPO	
					001-224-0000-4270	100.00
					Total :	100.00
228683	10/17/2022	888800 BUSINESS CARD	080222		ADD'TL PHONE LINE	
					001-105-0000-4300	140.74

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228683	10/17/2022	888800 BUSINESS CARD	(Continued) 082822		WEBSITE HOSTING 001-135-0000-4260	287.88
			090122		MCB FALL BALL SHIRTS 017-420-1330-4300	1,900.76
			090122-1		MEMEBRSHIP FEE 001-310-0000-4380	90.00
			090122-1		DESK FANS 001-222-0000-4300	101.17
			090122-2		CONF REGISTRATION 001-310-0000-4360	475.00
			090122-2		USB'S 001-222-0000-4300	53.88
			090222		CITY EMAIL-SEPT 2022 001-135-0000-4260	1,681.37
			090522		USB PORTABLE DVD DRIVE 001-222-0000-4300	39.23
			090622-1		MEMBERSHIP FEE 001-105-0000-4380	125.00
			090622-2		CONF REGISTRATION 001-105-0000-4370	425.00
			090722		DINNER FOR CC & STAFF-CC MTG 09/(001-101-0000-4300	78.10
			090822		RECRUITMENT ADVERTISEMENT 001-106-0000-4230	30.00
			090822		SUPPLIES-SENIOR CLUB DANCE 004-2380	62.27
			090822-1		MEMBERSHIP FEE 001-150-0000-4380	125.00
			090822-2		CONF REGISTRATION 001-150-0000-4370	425.00
			090922		WORKSHOP REGISTRATION 001-140-0000-4360	100.00
			091122		REBATE 001-101-0000-4300	-3.12
			091122		TABLE COVERS 004-2346	71.30

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228683	10/17/2022	888800 BUSINESS CARD	(Continued) 091622		BINDERS & DIVIDERS 001-222-0000-4300	24.24
			091722		BINDERS & DIVIDERS 001-222-0000-4300	70.92
			091822		DOMAIN RENEWAL: CI.SAN-FERNAND(001-135-0000-4260	60.00
			091822		CELL PHONE CASE & MONEY BAG 001-222-0000-4300	32.73
			091922		CELL PHONE CASE & MONEY BAG 001-222-0000-4300	7.71
			092122		SUPPLIES-MCB FALL BALL 017-420-1330-4300	135.53
			092222		001-423-0000-4300 BUSINESS CARDS 001-130-0000-4300	71.20
					043-390-0000-4300 001-222-0000-4300	32.50
			092222		REC PARK CABLE/INTERNET SERVICE 001-420-0000-4260	52.68
			092222		CONDOLENCE ARRANGEMENT 001-101-0000-4300	545.33
			092322		RECRUITMENT ADVERTISEMENT 001-106-0000-4230	251.26
			092322		RECRUITMENT ADVERTISEMENT 001-106-0000-4230	108.04
			092322		RECRUITMENT ADVERTISEMENT 001-106-0000-4230	300.00
			092322		RECRUITMENT ADVERTISEMENT 001-106-0000-4230	460.00
			092322		RECRUITMENT ADVERTISEMENT 001-106-0000-4230	225.00
			092322		LAPTOP BAG & CHARGER 043-390-0000-4300	18.73
			092522		LAPTOP BAG & CHARGER 043-390-0000-4300	18.83
			092722		GOLD SEALS 001-101-0000-4300	15.71
			092722-1		ELECTRONIC WIPES 001-105-0000-4300	18.71
			092822-1		TONER COLLECTION UNIT-ADMIN	

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228683	10/17/2022	888800 BUSINESS CARD	(Continued)			
					001-101-0000-4300	9.92
					001-105-0000-4300	9.92
					001-115-0000-4300	9.92
			092822-2		LAPTOP CHARGER	
					001-105-0000-4300	44.09
			093022		FIANNCE CHARGES	
					001-190-0000-4435	177.06
					Total :	8,909.61
228684	10/17/2022	890368 C & M TOPSOIL, INC	132187		MULCH	
					001-346-0000-4300	109.50
			132192		MULCH	
					001-346-0000-4300	109.50
					Total :	219.00
228685	10/17/2022	887810 CALGROVE RENTALS, INC.	160078-1		GENERATOR & LIGHT TOWER RENTAL	
				12708	001-424-0000-4260	155.35
					Total :	155.35
228686	10/17/2022	891860 CARL WARREN & COMPANY	20151-20162		REIMB. TO ITF ACCT (LIABILITY CLAIM#	
					006-1037	10,468.83
			20163-20171		REIMB. TO ITF ACCT (LIABILITY CLAIM#	
					006-1037	12,664.66
					Total :	23,133.49
228687	10/17/2022	100650 CAVANAUGH, JIM	REIMB.		MILEAGE REIMB.-HINT TESTING	
					001-106-0000-4260	193.25
					Total :	193.25
228688	10/17/2022	894010 CHARTER COMMUNICATIONS	0010518092922		REC PARK CABLE 09/29-10/28	
					001-420-0000-4260	252.78
			10369091822		PD CABLE-09/18-10/17	
					001-222-0000-4260	224.98
			196309082322		INTERNET SERVICES-09/23-10/22	
					001-190-0000-4220	1,399.00
			222204092922		PW OPTS CTR CABLE - 09/29-10/28	

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228688	10/17/2022	894010 CHARTER COMMUNICATIONS	(Continued)			
					043-390-0000-4260	137.03
					Total :	2,013.79
228689	10/17/2022	100731 CITY OF LOS ANGELES	WP230000017		WASTEWATER OPERATION & MAINTEN	
				12745	072-360-0629-4260	6,898.80
					Total :	6,898.80
228690	10/17/2022	101957 CITY OF LOS ANGELES, FIRE DEPT	SF230000003		FIRE SERVICES-SEPT 2022	
					001-500-0000-4260	257,072.99
			SF230000004		FIRE SERVICES-OCT 2022	
					001-500-0000-4260	257,072.99
			SF230000005		FIRE SERVICES-NOV 2022	
					001-500-0000-4260	257,072.99
					Total :	771,218.97
228691	10/17/2022	103029 CITY OF SAN FERNANDO	4813-4838		REIMB TO WORKERS COMP ACCT	
					006-1038	15,981.70
					Total :	15,981.70
228692	10/17/2022	890893 CITY OF SAN FERNANDO	OCT 2022		CITY PROPERTY UTILITY BILLS	
					043-390-0000-4210	18,232.87
					Total :	18,232.87
228693	10/17/2022	100747 COASTLINE EQUIPMENT	946641		VEHICLE MAINT-PW5213	
					041-320-0311-4400	23.15
					Total :	23.15
228694	10/17/2022	892687 CORE & MAIN LP	Q985553		WATER & FIRE SERVICE LINE MATERI/	
				12755	070-383-0000-4310	13,300.29
			R310666		WATER & FIRE SERVICE LINE MATERI/	
				12755	070-383-0000-4310	966.45
			R464644		WATER & FIRE SERVICE LINE MATERI/	
				12755	070-383-0000-4310	5,071.21
			R552305		WATER & FIRE SERVICE LINE MATERI/	
				12755	070-383-0000-4310	147.71
			R630622		WATER & FIRE SERVICE LINE MATERI/	

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228694	10/17/2022	892687 CORE & MAIN LP	(Continued)	12755	070-383-0000-4310	3,337.74
					Total :	22,823.40
228695	10/17/2022	100491 CPS HR CONSULTING	TR-INV000854		TESTING MATERIALS 001-106-0000-4270	533.50
					Total :	533.50
228696	10/17/2022	893904 CRICKET CONSULTING	1173	12717	SCADA PROGRAMMING, MAINTENANC 070-384-0000-4260	760.00
					Total :	760.00
228697	10/17/2022	893915 DAVIDSON, ROBERT	REIMB.		CWEA CERTIFICATION COURSE 072-360-0000-4360	50.00
					Total :	50.00
228698	10/17/2022	894159 DE LEON, CYNTHIA	AUG-OCT 2022	12694	LINE DANCE CLASS INSTRUCTOR 017-420-1339-4260	189.00
					Total :	189.00
228699	10/17/2022	103851 EVERSOF, INC.	R2293813		WATER SOFTENER-WELL 2A 070-384-0000-4320	64.62
					Total :	64.62
228700	10/17/2022	890377 F & F SIGNS	451	12764	MISC. CITY SIGNS, DECALS & CITY LO 043-390-0000-4300	96.58
					Total :	96.58
228701	10/17/2022	893800 FAJARDO, JOANNE	SEPT 2022		ZUMBA INSTRUCTOR 017-420-1322-4260	360.00
					Total :	360.00
228702	10/17/2022	893029 FERGUSON WATERWORKS #1083	0000875	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0701-4600	195.78
			0001329	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0701-4600	1,268.62
			0806932	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0701-4600	587.35

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228702	10/17/2022	893029 FERGUSON WATERWORKS #1083	(Continued) 0807954	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0716-4600	9,909.40
			0807954-1	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0716-4600	11,626.91
					Total :	23,588.06
228703	10/17/2022	894251 FRANKLIN HAYNES MARIONETTES	52781		PUPPET SHOW-DAY OF THE DEAD EVE 001-424-0000-4260	500.00
					Total :	500.00
228704	10/17/2022	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER 070-384-0000-4220	46.51
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	42.32
			209-188-4361-031792-		RCS PHONE LINES 001-420-0000-4220	124.08
			209-188-4362-031792		POLICE PHONE LINES 001-222-0000-4220	692.85
			209-188-4636-031892		CITY HALL PHONE LINES 001-190-0000-4220	87.85
					070-384-0000-4220	298.41
					001-420-0000-4220	288.76
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	44.15
			818-365-5097-120298		PD NARCOTICS VAULT 001-222-0000-4220	43.90
			818-837-1509-032207		PWV PHONE LINES 001-190-0000-4220	44.15
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	430.05
			818-838-4969-021803		PD ALARM PANEL 001-222-0000-4220	131.78
					Total :	2,274.81
228705	10/17/2022	887249 GALLS, LLC	022163228		PD BAGS 001-222-0000-4300	124.15

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228705	10/17/2022	887249 GALLS, LLC	(Continued) 022176377		UNIFORM ACCESSORIES-EXPLORER (001-226-0230-4430	50.55
					Total :	174.70
228706	10/17/2022	894214 GEPP OF RI	16705	12774	SHIRTS & MEDALS FOR SF VALLEY MII 001-424-0000-4300	7,728.00
					Total :	7,728.00
228707	10/17/2022	892918 GOOD TIMEZ PHOTO BOOTHS	2019129		PHOTO BOOTH SERVICE-SR CLUB HAI 004-2346	355.88
					Total :	355.88
228708	10/17/2022	892538 GOV'T SOCIAL MEDIA	2022-210013407		CONF REGISTRATION 001-105-0000-4270	789.00
					Total :	789.00
228709	10/17/2022	101376 GRAINGER, INC.	9450153821	12761	MISC. SUPPLIES FOR FACILITIES & TR 001-311-0000-4300	323.21
			9456038893	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	67.39
			9456256032	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	94.59
			9457818186	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	377.09
			9458112563	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	183.37
					Total :	1,045.65
228710	10/17/2022	893344 GRAND ELECTRICAL SUPPLY	500599		LED TUBE LIGHTS 043-390-0000-4300	275.63
					Total :	275.63
228711	10/17/2022	894226 GUILLEN, YASMIN	REIMB.		SUPPLIES FOR SR CLUB MTGS 004-2380	215.18
					Total :	215.18
228712	10/17/2022	101428 H & H WHOLESALE PARTS	BST3IN1048		FULL SERVICE BATTERIES FOR CITY F	

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228712	10/17/2022	101428 H & H WHOLESALE PARTS	(Continued)	12757	041-1215	351.69
					Total :	351.69
228713	10/17/2022	101512 HDL, COREN & CONE	SIN021405	12758	CONTRACT SERVICES-PROPERTY TA 001-130-0000-4270	60.66
			SIN021889		2021-22 ACFR STATISITCAL PACKAGE 001-130-0000-4270	795.00
					Total :	855.66
228714	10/17/2022	890594 HEALTH AND HUMAN RESOURCE	E0278559		EAP - NOV 2022 001-106-0000-4260	250.90
					Total :	250.90
228715	10/17/2022	890033 HERNANDEZ, CARLOS	TRAVEL		MILEAGE-MMASC ANNUAL CONF ON 1 001-105-0000-4370	270.00
					Total :	270.00
228716	10/17/2022	888309 HI 2 LO VOLTAGE WIRING CO, INC	20345		MONITORING-10/01/22-12/31/22 001-222-0000-4260	75.00
					Total :	75.00
228717	10/17/2022	101599 IMAGE 2000 CORPORATION	549913		VARIOUS COPIER MAINT CONTRACT-0 001-135-0000-4260	1,038.42
					072-360-0000-4450	50.25
					001-135-0000-4260	96.87
					Total :	1,185.54
228718	10/17/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3217		PROG VOICEMAIL UNIT & ADDING INDI 001-222-0000-4220	1,250.00
			3228		VOICEMAIL SYSTEM-PD 001-190-0000-4220	2,185.00
					Total :	3,435.00
228719	10/17/2022	892682 IPS GROUP, INC.	INV76817	12759	WEB BASED DATA MGMT FEE & CREDI 029-335-0000-4260	802.32
					Total :	802.32

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228720	10/17/2022	889320 IWATER, INC.	9489	12765	IWATER INFRAMAP SOFTWARE UPDAT 070-384-0000-4260	3,280.00 3,280.00
228721	10/17/2022	894144 JIMENEZ, DAVID	AUG-OCT 2022		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	180.00 180.00
228722	10/17/2022	893885 JOHNNY ALLEN TENNIS ACADEMY	SEPT 2022	12703	SERVICES FOR TENNIS PROGRAM 017-420-1327-4260	479.50 479.50
228723	10/17/2022	894007 KARINA SWEEPING COMPANY	007	12739	MALL SWEEPING SERVICES-SEPT 202 023-311-0000-4260	7,200.00 7,200.00
228724	10/17/2022	891794 KIMBALL, NICK	REIMB.		TRAVEL RIEMB.-ICSC CONF 001-105-0000-4370 001-150-0000-4370	18.94 5.96 24.90
228725	10/17/2022	101990 L.A. COUNTY METROPOLITAN	6016542 6017517		TAP CARD PROG-APRIL 2022 007-440-0441-4260 TAP CARDS PROG-AUG 2022 007-440-0441-4260	320.00 420.00 740.00
228726	10/17/2022	102007 L.A. COUNTY SHERIFFS DEPT.	230034BL 230264BL	12771 12771	INMATE MEALS-JULY 2022 001-225-0000-4350 INMATE MEALS-AUG 2022 001-225-0000-4350	473.55 319.08 792.63
228727	10/17/2022	101971 L.A. MUNICIPAL SERVICES	694-750-1000		WATER/ELECTRIC-13180 DRONFIELD 070-384-0000-4210	3,369.40 3,369.40
228728	10/17/2022	101852 LARRY & JOE'S PLUMBING	2238874-0001-02		MISC ITEMS	

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228728	10/17/2022	101852 LARRY & JOE'S PLUMBING	(Continued) 2238927-0001-02		043-390-0000-4300 MISC ITEMS 043-390-0000-4300	18.30 17.44 35.74
228729	10/17/2022	888823 LOS ANGELES COUNTY	PI0000509		BACKFLOW PREVENTION DEVICE CEF 070-381-0000-4360	340.00 340.00
228730	10/17/2022	892477 LOWES	9747-01173 9747-01181 9747-01275 9747-01805 9747-01868		MISC SUPPLIES 043-390-0000-4300 VEHICLE MAINT-ME8615 074-320-0000-4400 SUPPLIES-RCS EVENT 043-390-0000-4300 MATLS FOR BILLARD ROOM REPAIR 043-390-0000-4300 MISC ITEMS 041-320-0000-4310	27.88 65.48 139.83 127.46 154.83 515.48
228731	10/17/2022	888468 MAJOR METROPOLITAN SECURITY	1108075 1108076 1108077 1108078 1108079 1108080 1108081 1108082	12710 12710 12710 12710 12710 12710 12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00 25.00 15.00 15.00 15.00 15.00 25.00

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228731	10/17/2022	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1108083	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1108084	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1108085	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1108086	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1108087	12710	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1108088	12710	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1108089	12710	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
					Total :	312.00
228732	10/17/2022	894255 MARINE COPRS LEAGUE OF THE	FY22-23		CIF-MARINE CORP BDAY BALL	
					053-101-0107-4430	150.00
					053-101-0101-4430	150.00
					Total :	300.00
228733	10/17/2022	894261 MARTIN, YESENIA	831543		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
228734	10/17/2022	894025 MATSUOKA, TODD	REIMB.		ICC EXAM	
					001-152-0000-4360	230.00
					001-152-0000-4300	100.26
					001-152-0000-4370	34.13
					Total :	364.39
228735	10/17/2022	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES	
					007-440-0441-4220	37.63
					Total :	37.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228736	10/17/2022	893200 MCKESSON MEDICAL-SURGICAL	19837781		MEDICATION	
			19838064		001-225-0000-4350	13.66
			19838196		MEDICATION	
					001-225-0000-4350	63.68
					MEDICATION	
					001-225-0000-4350	8.11
					Total :	85.45
228737	10/17/2022	894210 MELTON, ERICA D.	REIMB.		PROFESSIONAL DEVELOP. & EDUCATI	
					001-130-0000-4370	2,225.00
					Total :	2,225.00
228738	10/17/2022	893442 MENDOZA, MARY	REIMB.		TRAVEL REIMB.-LEAGUE OF CA. CITIE:	
					001-101-0107-4370	93.18
					Total :	93.18
228739	10/17/2022	102148 METROPOLITAN WATER DISTRICT	10890		WATER DELIVERED-AUG 2022	
					070-384-0000-4450	302,530.50
					Total :	302,530.50
228740	10/17/2022	102214 MIRANDA, FERNANDO	TRAVEL		PER DIEM-CACEO ANNUAL CONFERE	
					001-152-0000-4370	75.00
					Total :	75.00
228741	10/17/2022	102226 MISSION LINEN SUPPLY	517834788	12685	LAUNDRY SERVICE FOR PD	
			517881523	12685	001-225-0000-4350	242.51
					LAUNDRY SERVICE FOR PD	
					001-225-0000-4350	227.92
					Total :	470.43
228742	10/17/2022	102052 MMASC	TRAVEL		REGISTRATION FEE-ANNUAL CONF OF	
					001-105-0000-4370	475.00
					Total :	475.00
228743	10/17/2022	893934 MORA, JUAN LUIS	08/29-09/30	12751	MISSION CITY BASEBALL PROGRAM	
					017-420-1330-4260	3,490.00
					Total :	3,490.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228744	10/17/2022	102264 MORA, RODRIGO	REIMB.		FUEL TO PICK UP TREE TRUCK 041-320-0370-4402	100.00
					Total :	100.00
228745	10/17/2022	102325 NAPA AUTO PARTS	6410-111428		VEHICLE MAINT-PW2721 074-320-0000-4400	74.18
			83122		FINANCE CHARGE 041-320-0000-4300	1.27
			93022		FINANCE CHARGE 041-320-0000-4300	9.54
					Total :	84.99
228746	10/17/2022	893405 NEW HORIZON	2008545		LP PHONE LINES-OCT 2022 001-420-0000-4220	320.95
					Total :	320.95
228747	10/17/2022	894100 ODP BUSINESS SOLUTIONS , LLC	260237550001		OFFICE SUPPLIES 001-310-0000-4300	63.05
			260238309001		OFFICE SUPPLIES 001-310-0000-4300	40.88
			262029894001		REFUND 001-105-0000-4300	-3.92
			264993779001		OFFICE SUPPLIES 001-222-0000-4300	105.90
			265066748001		OFFICE SUPPLIES 001-222-0000-4300	178.87
			265541527001		OFFICE SUPPLIES 001-311-0000-4300	171.35
					070-381-0000-4300	171.35
			265575152001		OFFICE SUPPLIES 001-222-0000-4300	20.44
			265576199001		OFFICE SUPPLIES 001-222-0000-4300	65.49
			265588974001		OFFICE SUPPLIES 070-381-0000-4300	7.71
			266251621001		OFFICE SUPPLIES 001-190-0000-4300	141.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228747	10/17/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			266730290001		OFFICE SUPPLIES 001-222-0000-4300	51.13
			266756876001		OFFICE SUPPLIES 001-222-0000-4300	7.47
			267348380001		OFFICE SUPPLIES 001-222-0000-4300	13.33
			267349370001		OFFICE SUPPLIES 001-222-0000-4300	17.51
			267349376001		OFFICE SUPPLIES 001-222-0000-4300	63.46
			268244557001		OFFICE SUPPLIES 001-310-0000-4300	308.66
			268980377001		OFFICE SUPPLIES (HP TONER) 070-382-0000-4300	108.66
					072-360-0000-4300	108.65
					001-130-0000-4300	11.62
			269016049001		OFFICE SUPPLIES 001-420-0000-4300	185.16
			269051957001		OFFICE SUPPLIES 001-222-0000-4300	52.80
			269052331001		OFFICE SUPPLIES 001-222-0000-4300	6.67
			269226495001		OFFICE SUPPLIES 001-222-0000-4300	88.60
			270571607001		OFFICE SUPPLIES & TONERS 001-106-0000-4300	911.57
					Total :	2,898.13
228748	10/17/2022	890095 O'REILLY AUTOMOTIVE STORES INC	4605-474735	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-1215	109.20
			4605-483310	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 041-320-0152-4400	89.29
			4605-483950	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 072-360-0000-4400	26.21
			4605-484417	12754	VEHICLE SERV., MAINT. & REPAIR PAR' 072-360-0000-4400	47.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228748	10/17/2022	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) OPCM-44071		CREDIT 041-320-0320-4400	-27.77
					Total :	244.80
228749	10/17/2022	894260 ORTEGA, JENNIFER	DR 20-2280		RELEASE OF HELD EVIDENCE 001-2264	365.00
					Total :	365.00
228750	10/17/2022	892360 PARKING COMPANY OF AMERICA	INVM0016932	12783	PUBLIC TRANSPORTATION SERVICES- 007-313-0000-4260	46,781.21
				12783	007-313-3630-4402	7,029.41
			INVM0017006	12783	PUBLIC TRANSPORTATION SERVICES- 007-313-0000-4260	48,860.96
				12783	007-313-3630-4402	6,798.04
					Total :	109,469.62
228751	10/17/2022	894249 PERFORMANCE MECHANICAL	070-2721		CONSTRUCTION METER REFUND 070-2721	755.08
					Total :	755.08
228752	10/17/2022	887646 PLUMBERS DEPOT INC	PD-51760	12784	MISC. SUPPLIES & EQUIP. FOR SEWEF 072-360-0000-4340	196.56
					Total :	196.56
228753	10/17/2022	888789 PRO FORCE LAW ENFORCEMENT	494285		TASER CONDUCTED ENERGY WEAPON 010-225-3698-4500	187.20
				12653	010-225-3698-4500	1,826.40
			494360	12653	TASER CONDUCTED ENERGY WEAPON 021-225-0000-4500	7,948.26
				12653	001-225-0000-4300	8,910.51
					020-225-0000-4500	926.10
					021-225-0000-4500	814.70
					001-225-0000-4300	913.32
				12653	020-225-0000-4500	9,035.13
					Total :	30,561.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228754	10/17/2022	893970 QUADIENT INC.	16793794		POSTAGE MACHINE LABELS 001-190-0000-4280	35.61
					Total :	35.61
228755	10/17/2022	102788 RAYGOZA, JOSE LUIS	TRAVEL		PER DIEM-CACEO ANNUAL CONFERENCE 001-152-0000-4370	75.00
					Total :	75.00
228756	10/17/2022	890362 RTB BUS LINE	22-203	12785	BUS CHARTER SERVICE FOR (2) DAY (C 007-440-0443-4260	1,323.00
					Total :	1,323.00
228757	10/17/2022	894252 SALAZAR, WENDY	832139		BASEBALL REFUND 017-3770-1330	90.00
					Total :	90.00
228758	10/17/2022	103057 SAN FERNANDO VALLEY SUN	11654		AD-TRANSACTION TAX TOWN HALL MTG 001-190-0000-4267	869.46
			11661		AD-TRANSACTION TAX TOWN HALL MTG 001-190-0000-4267	869.46
					Total :	1,738.92
228759	10/17/2022	893265 SAUCEDO, LUIS	829718		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
228760	10/17/2022	103170 SIRCHIE FINGER PRINT	0561285-IN		EVIDENCE SUPPLIES 001-222-0000-4300	92.07
					Total :	92.07
228761	10/17/2022	103184 SMART & FINAL	0049		SUPPLIES-SENIOR CLUB PROG 004-2382	112.66
			0255		SNACKS-TBC MONTHLY MTG 004-2391	45.38
			0339		EVIDENCE SUPPLIES 001-225-0000-4300	98.02
					Total :	256.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228762	10/17/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	10,841.25
					029-335-0000-4210	2,598.15
					043-390-0000-4210	12,207.08
					070-384-0000-4210	23,083.24
					074-320-0000-4210	6,612.77
			700136176526		ELECTRIC - METER FOR MALL-MACLA'	
					030-341-0000-4210	89.36
					Total :	55,431.85
228763	10/17/2022	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FO CNG STATION	
					074-320-0000-4400	20,784.61
					Total :	20,784.61
228764	10/17/2022	889149 STAPLES BUSINESS ADVANTAGE	3518131122		MASKS	
					001-130-3689-4300	19.83
			3518131126		MASKS	
					001-130-3689-4300	16.53
			3518131128		MASKS	
					001-130-3689-4300	16.53
			3518131129		OFFICE SUPPLIES	
					001-130-0000-4300	182.33
					Total :	235.22
228765	10/17/2022	894254 TEAM CALIFORNIA ECONOMIC	2866		MEMBERSHIP DUES	
					001-105-0000-4270	2,950.00
					Total :	2,950.00
228766	10/17/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	3014986		ITEMS FOR REPAIRS	
					043-390-0000-4300	241.03
			5022719		ITEMS FOR REPAIRS	
					043-390-0000-4300	95.52
			8545604		MISC ITEMS	
					070-383-0000-4310	70.10
					Total :	406.65
228767	10/17/2022	890833 THOMSON REUTERS	847092682		DETECTIVE INVESTIGATIVE SOFTWARE	

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228767	10/17/2022	890833 THOMSON REUTERS	(Continued)			
				12740	001-135-0000-4260	242.51
					Total :	242.51
228768	10/17/2022	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS 8/	
					001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
228769	10/17/2022	887591 TOM BROHARD & ASSOCIATES	2022-21		TRAFFIC ENGINEERING SERVICES-SE	
				12752	001-310-0000-4270	4,720.00
					Total :	4,720.00
228770	10/17/2022	893504 TOWN HALL STREAMS, LLC	14325		STREAMING SERVICES-OCT 2022	
					001-115-0000-4260	175.00
					Total :	175.00
228771	10/17/2022	894195 TRIPEPI SMITH	8750		PUBLIC RELATIONS SERVICES	
				12723	001-190-0000-4270	300.00
					Total :	300.00
228772	10/17/2022	103463 U.S. POSTMASTER	OCT 2022		POSTAGE - OCT UTILITY BILLS	
					072-360-0000-4300	579.88
					070-382-0000-4300	579.87
					Total :	1,159.75
228773	10/17/2022	103445 UNDERGROUND SERVICE ALERT	22-2301212		CA STATE FEE FOR REGULATOR COST	
					070-381-0000-4260	32.42
			920220704		(61) SNF01 NEW TICKET CHARGES	
					070-381-0000-4260	116.75
					Total :	149.17
228774	10/17/2022	893167 UNITED MAINTENANCE SYSTEMS	15281		JANITORIAL SERVICES CONTRACT#19	
				12794	043-390-0000-4260	17,850.00
			15304		JANITORIAL SERVICES CONTRACT#19	
				12794	043-390-0000-4260	17,850.00
			15333		JANITORIAL SERVICES CONTRACT#19	
				12794	043-390-0000-4260	17,850.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228774	10/17/2022	893167 893167 UNITED MAINTENANCE SYSTEMS	(Continued)			Total : 53,550.00
228775	10/17/2022	103439 UPS	831954402		COURIER SERVICES 001-190-0000-4280	167.70 Total : 167.70
228776	10/17/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_7/1-9/30	12753	WASTEWATER FLOW MONITORING & S	1,200.00
			COSF_9/09-10/08	12753	WASTEWATER FLOW MONITORING & S	770.00
			COSF_9/09-9/30	12753	WASTEWATER FLOW MONITORING & S	540.00
					Total : 2,510.00	
228777	10/17/2022	103534 VALLEY LOCKSMITH	466		LOCKSMITH SERVICES FOR ALL FACIL	143.00
			467	12787	LOCKSMITH SERVICES FOR ALL FACIL	574.50
					Total : 717.50	
228778	10/17/2022	892081 VERIZON BUSINESS SERVICES	72348957		MPLS PORT ACCESS & ROUTER-PD	1,051.93
					001-222-0000-4220	Total : 1,051.93
228779	10/17/2022	100101 VERIZON WIRELESS-LA	916006727		MDT MODEMS-PD UNITS	712.64
			9916398935		001-222-0000-4220 VARIOUS CELL PHONE PLANS	315.11 190.05
			9916692925		001-152-0000-4220 VARIOUS CELL PHONE PLANS	576.17 40.80
			9916704569		001-222-0000-4220 070-384-0000-4220 VARIOUS PW CELL PHONE PLANS	335.91 25.49 25.49
					041-320-0000-4220 072-360-0000-4220	35.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228779	10/17/2022	100101 VERIZON WIRELESS-LA	(Continued) 9916716227		VARIOUS CELL PHONE PLANS	53.09
					001-106-0000-4220	65.53
					070-384-0000-4220	Total : 2,375.48
228780	10/17/2022	103584 VIEJAS CASINO & RESORT	221203		DEPOSIT-SR CLUB DAY TRIP ON 12/03/	1,100.00
					004-2383	Total : 1,100.00
228781	10/17/2022	103603 VULCAN MATERIALS COMPANY	73383403	12779	BASE & COLD MIX FOR UTILITY TRENC	1,942.47
			73383404	12779	070-383-0000-4310 BASE & COLD MIX FOR UTILITY TRENC	758.28
			73383405	12779	072-360-0000-4300 BASE & COLD MIX FOR UTILITY TRENC	978.49
					Total : 3,679.24	
228782	10/17/2022	894027 WATERLOGIC AMERICA	1790267		DRINKING WATER-OCT 2022	99.23
					001-222-0000-4260	Total : 99.23
228783	10/17/2022	888390 WEST COAST ARBORISTS, INC.	1-8344	12788	ANNUAL CITY TREE TRIMMING SERVIC	1,835.00
			189255-A	12788	070-381-0000-4260 ANNUAL CITY TREE TRIMMING SERVIC	56,320.60
			189447	12788	011-311-0000-4260 ANNUAL CITY TREE TRIMMING SERVIC	6,420.80
			190062	12788	011-311-0000-4260 ANNUAL CITY TREE TRIMMING SERVIC	11,037.60
					Total : 75,614.00	
228784	10/17/2022	890970 WEX BANK	84000769		FUEL FOR CITY FLEET	202.58
					041-320-0152-4402	696.18
					041-320-0221-4402	254.38
					041-320-0222-4402	2,584.08
					041-320-0224-4402	

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228784	10/17/2022	890970 WEX BANK	(Continued)			
					041-320-0225-4402	5,988.43
					041-320-0228-4402	305.31
					041-320-0311-4402	855.43
					041-320-0320-4402	186.33
					041-320-0346-4402	2.00
					041-320-0370-4402	2,082.66
					041-320-0390-4402	2,091.80
					007-313-3630-4402	821.00
					029-335-0000-4402	149.28
					070-381-0000-4402	112.48
					070-382-0000-4402	254.61
					070-383-0000-4402	1,601.51
					070-384-0000-4402	602.61
					072-360-0000-4402	533.15
					Total :	19,323.82
228785	10/17/2022	893933 WITHERSPOON INDUSTRIES INC	376756		STORAGE BIN RENTAL-MCB-SEPT 202:	
					017-420-1330-4260	82.00
					Total :	82.00
228786	10/17/2022	894253 ZARATE, LETICIA	829294		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
116 Vouchers for bank code : bank3						Bank total : 1,692,651.02
116 Vouchers in this report						Total vouchers : 1,692,651.02

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228559	10/1/2022	100286 BAKER, BEVERLY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	145.65
					Total :	145.65
228560	10/1/2022	100916 DEIBEL, PAUL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
228561	10/1/2022	101781 KISHITA, ROBERT	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
228562	10/1/2022	101926 LILES, RICHARD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
228563	10/1/2022	102126 MARTINEZ, MIGUEL	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	570.78
					Total :	570.78
228564	10/1/2022	891031 ORTEGA, JIMMIE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
228565	10/1/2022	891032 OTREMBA, EUGENE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
228566	10/1/2022	891354 RAMIREZ, ROSALINDA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
228567	10/1/2022	102940 RUIZ, RONALD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	630.87
					Total :	630.87
228568	10/1/2022	892782 TIGHE, DONNA	22-Oct		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228568	10/1/2022	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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RES. NO. 22-102vchlist
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228569	10/1/2022	100042 ABDALLAH, ALBERT	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,385.79 1,385.79
228570	10/1/2022	100091 AGORICHAS, JOHN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228571	10/1/2022	891039 AGUILAR, JESUS	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	456.06 456.06
228572	10/1/2022	100104 ALBA, ANTHONY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88
228573	10/1/2022	891011 APODACA-GRASS, ROBERTA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228574	10/1/2022	100260 AVILA, FRANK	22-Oct		CALPERS HEALTH REIMB 041-180-0000-4127	1,290.56 1,290.56
228575	10/1/2022	100306 BARNARD, LARRY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	770.00 770.00
228576	10/1/2022	100346 BELDEN, KENNETH M.	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,312.00 1,312.00
228577	10/1/2022	892233 BUZZELL, CAROL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
228578	10/1/2022	891350 CALZADA, FRANK	22-Oct		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228578	10/1/2022	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	440.30 440.30
228579	10/1/2022	100642 CASTRO, RICO	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,577.74 1,577.74
228580	10/1/2022	103816 CHAVEZ, ELENA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 630.87
228581	10/1/2022	100752 COLELLI, CHRISTIAN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 1,722.43
228582	10/1/2022	891014 CREEKMORE, CASIMIRA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228583	10/1/2022	893711 DAVIS, JAMES	22-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,651.44 1,651.44
228584	10/1/2022	100913 DECKER, CATHERINE	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	614.88 614.88
228585	10/1/2022	100925 DELGADO, RALPH	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 440.30
228586	10/1/2022	100960 DIEDIKER, VIRGINIA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228587	10/1/2022	100996 DRAKE, JOYCE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
228587	10/1/2022	100996 100996 DRAKE, JOYCE	(Continued)			Total : 232.94	
228588	10/1/2022	100995 DRAKE, MICHAEL	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	116.47 116.47 Total : 232.94	
228589	10/1/2022	100997 DRAPER, CHRISTOPHER	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 Total : 1,722.43	
228590	10/1/2022	101044 ELEY, JEFFREY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 Total : 1,745.00	
228591	10/1/2022	891040 FISHKIN, RIVIAN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53	
228592	10/1/2022	101178 FLORES, ADRIAN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 Total : 1,410.74	
228593	10/1/2022	101182 FLORES, MIGUEL	22-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,410.74 Total : 1,410.74	
228594	10/1/2022	892103 GAJDOS, BETTY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53	
228595	10/1/2022	891351 GARCIA, DEBRA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,546.42 Total : 1,546.42	
228596	10/1/2022	891067 GARCIA, NICOLAS	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	873.31	
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
228596	10/1/2022	891067 891067 GARCIA, NICOLAS	(Continued)			Total : 873.31	
228597	10/1/2022	101281 GARIBAY, SAUL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,469.54 Total : 2,469.54	
228598	10/1/2022	101318 GLASGOW, KEVIN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 Total : 1,722.43	
228599	10/1/2022	891020 GLASGOW, ROBERT	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	312.00 Total : 312.00	
228600	10/1/2022	101333 GODINEZ, FRAZIER C.	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.66 Total : 1,878.66	
228601	10/1/2022	101409 GUERRA, LAUREN E	22-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	630.87 Total : 630.87	
228602	10/1/2022	891021 GUIZA, JENNIE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94	
228603	10/1/2022	101415 GUTIERREZ, OSCAR	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53	
228604	10/1/2022	102896 GUZMAN, ROSA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 Total : 630.87	
228605	10/1/2022	891352 HADEN, SUSANNA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	570.78 Total : 570.78	
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228606	10/1/2022	101440 HALCON, ERNEST	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,312.00 1,312.00
228607	10/1/2022	891918 HARTWELL, BRUCE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88
228608	10/1/2022	101465 HARVEY, DAVID	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53
228609	10/1/2022	101466 HARVEY, DEVERY MICHAEL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00 1,124.00
228610	10/1/2022	101471 HASBUN, NAZRI A.	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 630.87
228611	10/1/2022	891023 HATFIELD, JAMES	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88
228612	10/1/2022	892104 HERNANDEZ, ALFONSO	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,080.65 1,080.65
228613	10/1/2022	891024 HOOKER, RAYMOND	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228614	10/1/2022	893616 HOUGH, LOIS	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
228615	10/1/2022	101597 IBRAHIM, SAMIR	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	456.06
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
228615	10/1/2022	101597 101597 IBRAHIM, SAMIR	(Continued)			Total : 456.06	
228616	10/1/2022	101694 JACOBS, ROBERT	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	770.00 Total : 770.00	
228617	10/1/2022	892105 KAHMANN, ERIC	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	456.06 Total : 456.06	
228618	10/1/2022	101786 KLOTZSCHE, STEVEN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 Total : 440.30	
228619	10/1/2022	891866 KNIGHT, DONNA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	146.52 Total : 146.52	
228620	10/1/2022	892929 LEWIS, WANDA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94	
228621	10/1/2022	891043 LIEBERMAN, LEONARD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53	
228622	10/1/2022	101933 LITTLEFIELD, LESLEY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94	
228623	10/1/2022	102045 LLAMAS-RIVERA, MARCOS	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,263.04 Total : 1,263.04	
228624	10/1/2022	102059 MACK, MARSHALL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	630.87 Total : 630.87	
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228625	10/1/2022	891010 MAERTZ, ALVIN	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	442.04 442.04
228626	10/1/2022	888037 MARTINEZ, ALVARO	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,565.12 1,565.12
228627	10/1/2022	102206 MILLER, WILMA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228628	10/1/2022	102212 MIRAMONTES, MONICA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 1,410.74
228629	10/1/2022	102232 MIURA, HOWARD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228630	10/1/2022	892106 MONTAN, EDWARD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
228631	10/1/2022	102365 NAVARRO, RICARDO A	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 440.30
228632	10/1/2022	102473 ORDELHEIDE, ROBERT	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,615.36 1,615.36
228633	10/1/2022	102483 OROZCO, ELVIRA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
228634	10/1/2022	102486 ORSINI, TODD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,191.57
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228634	10/1/2022	102486 102486 ORSINI, TODD	(Continued)			Total : 2,191.57
228635	10/1/2022	102569 PARKS, ROBERT	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 Total : 1,745.00
228636	10/1/2022	102580 PATINO, ARMANDO	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 Total : 1,745.00
228637	10/1/2022	102527 PISCITELLI, ANTHONY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 Total : 440.30
228638	10/1/2022	891033 POLLOCK, CHRISTINE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	312.00 Total : 312.00
228639	10/1/2022	102735 QUINONEZ, MARIA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,290.56 Total : 1,290.56
228640	10/1/2022	891034 RAMSEY, JAMES	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	698.71 Total : 698.71
228641	10/1/2022	102864 RIVETTI, DOMINICK	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	770.00 Total : 770.00
228642	10/1/2022	102936 RUELAS, MARCO	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,546.42 Total : 1,546.42
228643	10/1/2022	891044 RUSSUM, LINDA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228644	10/1/2022	103005 SALAZAR, TONY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 1,410.74
228645	10/1/2022	103118 SENDA, OCTAVIO	22-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,878.66 1,878.66
228646	10/1/2022	892107 SHANAHAN, MARK	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	456.06 456.06
228647	10/1/2022	891035 SHERWOOD, NINA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228648	10/1/2022	103175 SKOBIN, ROMELIA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,080.65 1,080.65
228649	10/1/2022	893677 SOLIS, MARGARITA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,187.26 1,187.26
228650	10/1/2022	103220 SOMERVILLE, MICHAEL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,401.00 1,401.00
228651	10/1/2022	103394 TORRES, RACHEL	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228652	10/1/2022	889588 UFANO, VIRGINIA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53
228653	10/1/2022	103516 VAIRO, ANTHONY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,326.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228653	10/1/2022	103516 103516 VAIRO, ANTHONY	(Continued)			1,326.00
228654	10/1/2022	888417 VALDIVIA, LAURA	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
228655	10/1/2022	103550 VANICEK, JAMES	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,290.56 1,290.56
228656	10/1/2022	103562 VASQUEZ, JOEL	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,745.00 1,745.00
228657	10/1/2022	888562 VILLALPANDO, SEBASTIAN FRANK	22-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	873.31 873.31
228658	10/1/2022	103692 VILLALVA, FRANCISCO	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.66 1,878.66
228659	10/1/2022	891038 WAITE, CURTIS	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88
228660	10/1/2022	103612 WALKER, MICHAEL	22-Oct		CALPERS HEALTH REIMB 027-180-0000-4127	204.11 204.11
228661	10/1/2022	103620 WARREN, DALE	22-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	153.53 153.53
228662	10/1/2022	891036 WATT, DAVID	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228663	10/1/2022	893690 WATTS, STEVE M.	22-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,290.56
					Total :	1,290.56
228664	10/1/2022	891037 WEBB, NANCY	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
228665	10/1/2022	103643 WEDDING, JEROME	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
228666	10/1/2022	103727 WYSBEEK, DOUDE	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
228667	10/1/2022	103737 YNIGUEZ, LEONARD	22-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,096.31
					Total :	1,096.31
99 Vouchers for bank code : bank3						Bank total : 80,318.63
99 Vouchers in this report						Total vouchers : 80,318.63

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228668	9/21/2022	893115 P.E.R.S. CITY RETIREMENT	100000016862693		EMPL CONTRIB VARIANCE-08/13-08/26	
					018-222-0000-4124	219.79
					018-224-0000-4124	164.84
					018-225-0000-4124	2,362.75
					Total :	2,747.38
					Bank total :	2,747.38
					Total vouchers :	2,747.38

1 Vouchers for bank code : bank3

1 Vouchers in this report

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228669	10/5/2022	102519 P.E.R.S.	OCT 2022		HEALTH INS. BENEFITS-OCT 2022 001-1160	155,417.91
Total :						155,417.91
1 Vouchers for bank code : bank3						Bank total : 155,417.91
1 Vouchers in this report						Total vouchers : 155,417.91

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
228670	10/13/2022	103648 CITY OF SAN FERNANDO	PR 10/14/22		REIMB FOR PAYROLL W/E 10/7/22	
					001-1003	515,126.38
					007-1003	2,050.08
					017-1003	155.15
					027-1003	2,109.24
					029-1003	2,313.93
					030-1003	1,383.95
					041-1003	7,077.24
					043-1003	21,404.60
					070-1003	44,052.91
					072-1003	14,197.67
					074-1003	376.00
					094-1003	1,057.06
					110-1003	231.18
					Total :	611,535.39
1	Vouchers for bank code :		bank3		Bank total :	611,535.39
1	Vouchers in this report				Total vouchers :	611,535.39

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: October 17, 2022

Subject: Consideration to Approve a Service Agreement with SpectrumVoIP to Provide the City's Voice Over Internet Protocol (VoIP) Telephone System Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Service Agreement (Attachment "A" – Contract No. 2118) with SpectrumVoIP to provide the City's Voice over Internet Protocol (VoIP) Telephone System Services; and
- b. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

BACKGROUND:

1. On September 15, 2014, the City Council approved entering into an agreement with Windstream to provide T-1 digital voice services.
2. On September 7, 2021, the City Council appropriated \$250,000 in American Rescue Plan Act (ARPA) funds for COVID-19 response expenditure, including funding earmarked for necessary technology and capital improvements such as VoIP.
3. In May 2022, Windstream issued the City a six-month service discontinuance notice as the platform for T-1 digital voice services was past its useful life. Windstream has communicated that all users on this legacy system would be required to transition to a next-generation networking solution. The City has been able to acquire an extension for service continuity while working through funding and alternative telecommunication systems research.
4. During the Fiscal Year (FY) 2022-2023 Budget Hearings, City telecommunications upgrades were discussed and included as a Finance Department Work Plan priority.

Consideration to Approve a Service Agreement with SpectrumVoIP to Provide the City's Voice Over Internet Protocol (VoIP) Telephone System Services

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5. Since July 2022, staff has been in coordination with Windstream and additionally received quotes from alternate carriers to transition to VoIP, which would modernize the City's communication hardware, infrastructure and services.

ANALYSIS:

As Windstream T-1 digital voice services have reached end-of-life, an opportunity is presented to transition telephone services to a modernized, VoIP system that is scalable and will support the technological progression of the City. The City has approximately 130 phones across City Hall, Public Works Department, Police Department, and Recreation and Community Services Department facilities on the existing system that will require hardware and upgraded cabling to support the new technology. Note that 911 dispatch services are covered under a separate carrier and would not be impacted by this transition.

Per Section 2-777, utility service, connection and installation payments are exempt from competitive bidding procedures and a formal request for proposal was not required. Staff requested informal quotes from vendors capable of replacing existing hardware, providing advanced and flexible phone automation utilizing up-to-date technology.

The City received quotes from three vendors firms in response to requests for quotes as follows:

Fees/Vendor	Spectrum VOIP	Windstream	New Horizon
Non-Recurring	\$0	\$(1,625.00)	\$90.00
Monthly	\$2,415.74	\$3,475.59	\$2,471.45
Units Quoted¹	130	145	115
Price Per Phone/Seat*	\$18.58	\$23.97	\$21.49

All proposals were reviewed by Finance staff along with additional follow up responses regarding the equipment, services and fees. After the initial review of proposals for cost effectiveness, benefits to the City, and reference checks for ease of implementation and customer service responsiveness, staff is recommending City Council approve an agreement with SpectrumVoIP for the City's telecommunication services.

Staff has reviewed the agreement with SpectrumVoIP for this service and are satisfied with the terms and conditions as outlined. The vendor further stood behind its service by offering a 14-day trial period in order to validate service prior to the longer term five-year commitment. While SpectrumVoIP is not affiliated with Spectrum Internet/Cable, additional due diligence

¹ A range was provided to each vendor for 115 – 145 units as the City anticipates discontinuing some older connections while adding others for new employees. In turn, each vendor used this range differently to respond. A price per phone/VoIP seat row was added to normalize the costs for evaluation purposes.

Consideration to Approve a Service Agreement with SpectrumVoIP to Provide the City's Voice Over Internet Protocol (VoIP) Telephone System Services

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based on reference checks, coordinating with the City's Information Technology (IT) Consultant, Valeo, and review of their award with the cooperative purchasing program (Omnia Partners) demonstrated satisfactory service to other public service agencies.

Spectrum VoIP

Since 2004, SpectrumVoIP have serviced businesses and organizations nationwide by developing innovative communication solutions that fit each industry's needs. Using cutting-edge technology, they have helped businesses of every size get and stay connected with their teams and customers.

SpectrumVoIP provides the latest communication technology allowing its customers to operate without interruption typical to transitioning communication systems. The company is dedicated to integrating high-quality, scalable communication service without setup hassle and focuses on new system integration solutions with limited downtime.

SpectrumVoIP is able to meet a variety of unique demands by adding and customizing features such as SMS messaging, dial-by-name directory, and auto attendant. Additional advanced features such as conference bridges, call recordings for later playback, time-based routing, and mobile service while out of the office is also incorporated into phone services with additional scalable features for future communication needs.

SpectrumVoIP prides itself on integrating systems without compromising security. Their VoIP technology will help keep caller information safe and organized without the worry of outages. The company has triple redundant data centers, so that customers experience the highest industry standard of 99.999% uptime, ensuring stable and reliable connectivity to its customers.

BUDGET IMPACT:

The FY 2022-2023 Adopted Budget includes sufficient funding for technology improvements as appropriated from the City's ARPA Funding (121-135-3689-4220). The initial implementation required for transitioning hardware and installing cabling would be covered under this funding source, which is projected to total approximately \$35,000. The remaining term of the agreement will be included in future year budgets under operational telephone services accounts (001-XXX-0000-4220).

Consideration to Approve a Service Agreement with SpectrumVoIP to Provide the City's Voice Over Internet Protocol (VoIP) Telephone System Services

Page 4 of 4

CONCLUSION:

It is recommended that the City Council approve a five-year service agreement with SpectrumVoIP to provide the City's voice over internet protocol telecommunication services. Transitioning services would mitigate disruptions due to service decommissioning with Windstream and enable the City more modernized and robust technology.

ATTACHMENT:

- A. Contract No. 2118, including:
 - Exhibit A: SpectrumVoIP Proposal



RENTAL AGREEMENT

ATTACHMENT "A"
CONTRACT NO. 2118
 11885 Lackland Road, St Louis, MO 63146
 Phone: 800-241-7408, Fax: 800-543-0274

CUSTOMER LEGAL NAME: City of San Fernando, CA		Telephone No: 8188987307	
Billing Address: 117 Macneil Street, San Fernando, CA 91340-2993		Equipment Location (if other than Billing Address): 117 N Macneil St, San Fernando, CA 91340	
EQUIPMENT DESCRIPTION: VoIP Phone Equipment with Accessories			
Unit Quantity	Description of Equipment	Make and Type	Model Number
1	Yealink Phone System w/ accs		Phone System w/ accs
BASE TERM IN MONTHS <u>63</u>	TOTAL NUMBER OF RENTAL PAYMENTS 3 @ \$0.00 followed by 60 @ \$2,403.25 (plus taxes)	(a) Advance Payment: \$0.00; ** (b) Security Deposit: \$0.00;	**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Rental"), "we," "our," and "us" refers to **Financial Servicing, LLC** and "you" and "your" refer to the Customer. You agree to rent the Equipment from us upon the following terms and conditions:

1. RENTAL PAYMENTS AND TERM: The Rental is enforceable on you upon your execution. The term of the Rental shall commence on the date the Equipment is delivered to you ("Rental Commencement Date"). The first Rental Payment shall be due on the date we specify in the month following the Rental Commencement Date, as set forth in our invoice, and the remaining Rental Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date.

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Rental Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, rental, possession, delivery or return of Equipment.

4. RENTAL EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Rental of your election to return the Equipment, this Rental will renew on a month-to-month basis at the same monthly Rental Payment until you provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Rental Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Rental or for damages incurred in shipping and handling.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, renting and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$95 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Rental, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Rental Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess or disable the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Rental to you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Rental. We may sell or assign our rights in the Rental and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Rental is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary and provide your credit application and information regarding your account to credit reporting agencies and potential assignees.

13. CHOICE OF LAW; THIS RENTAL WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. USA PATRIOT ACT NOTICE; MISCELLANEOUS: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. This Rental is the parties' entire agreement and can be amended only in writing signed by both parties. This Rental may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Rental is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Rental that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY CUSTOMER: City of San Fernando, CA		Print Name: _____	Title: _____
X _____	E-Mail Address: _____	Date: _____	
Customer Authorized Signature		Tax ID Number: _____	
PERSONAL GUARANTY: Undersigned guarantees that Customer will make all payments and perform all other obligations under the Rental when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Customer or the Equipment. Undersigned also waives all suretyship defenses and notification if the Customer is in default and consents to any extensions or modifications granted to Customer. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Customer. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.			
SIGNED X _____	Print Name: _____	E-Mail Address: _____	
Accepted by: FINANCIAL SERVICING, LLC By:		Title: _____	Date: _____

**DELIVERY AND ACCEPTANCE CERTIFICATE**Application No.: 754378

City of San Fernando, CA ("**Customer**") hereby certifies that all of the equipment, software and other property (collectively, "**Equipment**") referred to in that certain Agreement related to the above referenced application number (the "**Agreement**") by and between Customer and **Financial Servicing, LLC ("FS")** has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to FS that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to FS that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES FS TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

Signed By: _____

Print Name: _____

Title: _____

E-Mail Address: _____

Date: _____

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



State and Local Government Addendum

Reference: **Application No. 754378**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **Financial Servicing, LLC** ("we" "us" and "ours") and **City of San Fernando, CA** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of San Fernando, CA	FINANCIAL SERVICING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



LETTER OF AUTHORIZATION (LOA)

Local Service Number Porting & Responsible Organization (RespOrg) Toll Free Number Porting

To transition your current telephone numbers to SpectrumVoIP, we must work with your current service provider to ensure that your service is uninterrupted, and that the numbers you designate below are properly transferred. This document authorizes SpectrumVoIP to request and receive from your existing provider

- 1) data and billing information (*including Customer Proprietary Network Information*);
- 2) a copy of your Customer Service Records (*CSR*) for the telephone numbers listed below including, but not limited to, any associated line features.

In signing below, you are selecting SpectrumVoIP as the preferred provider for the following service(s) for the telephone number(s) listed below

- ☒ Local Exchange Service (Local Service Only)
☒ Intra-LATA Service (Long Access Transport Area) (Long Distance Calls)
☒ International Service (Calling Outside the United States)
☒ Inter-LATA Service (Local Access Transport Area) (Calling outside your local long distance area)

This letter authorizes transfer of your service and the telephone numbers listed below to SpectrumVoIP, and the RespOrg Bandwidth.com (JYT01). Please ensure the following information is completed accurately, as listed with your current service provider. This will help prevent possible delays.

Current Carrier / RespOrg: _____

New RespOrg ID: Bandwidth.com/JYT01

Please complete the following information, per what is listed with your current carrier:

Company Name: _____
 Service Address (not a PO Box): _____

 Authorized User/Signer: _____
 BTN (Billing Telephone Number): _____
 Account Number: _____
 PIN Number (if required or for wireless TN): _____

Telephone Number	Telephone Number	Telephone Number	Telephone Number

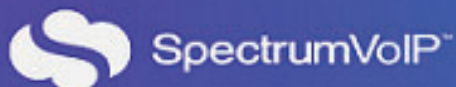
Printed Name (Please Print Clearly): _____

Authorized User Signature: _____

Title: _____

Date: _____

Important: Please do not place any new service orders with your current provider on these accounts, as this will delay porting your numbers. A bill copy which is less than 30 days old is required to complete the transfer of number(s). Please include a summary copy showing company name and the numbers owned.



Prepared For: **City of San Fernando**
Contact Name: Erica Melton
Contact Phone: (818) 898-7345
Quote Number: Q-04622

Prepared By: George Dozier
Phone: (469) 331-0685
Title: Major Account Manager
Email: gdozier@spectrumvoip.com
Date: 9/6/2022



**WE HELP YOU
IMPROVE
COMMUNICATIONS**



SpectrumVoIP Proposal

QUOTE #: Q-04622

DATE: 9/6/2022

CUSTOMER INFORMATION

Business Name: City of San Fernando

Service Address: 117 N Macneil St

Prepared For: Erica Melton

Email Address: emelton@sfcity.org

Business Number: (818) 898-7345

Mobile Number:

City: San Fernando State: California Zip: 91340

Prepared By: George Dozier

Email Address: gdozier@spectrumvoip.com

Phone Number: (469) 331-0685

Monthly

PRODUCT	TERM	QTY	UNIT PRICE	TOTAL
Hosted VoIP service package	60	1	\$20.00	\$20.00
Stations/Seats - Yealink T46U	60	130.0	\$17.95	\$2,333.50
Stations/Seats - Paging Horn	60	5.0	\$9.95	\$49.75
SpectrumVoIP Fax with Adapter	60	5.0	\$0.00	\$0.00
SUBTOTAL:				\$2,403.25
SALES TAX:				\$0.00
CARRIER COST RECOVERY FEE:				\$3.55
FUSF:				\$5.04
E911 RECOVERY FEE:				\$3.90
TOTAL MRC:				\$2,415.74

Notes:

**Quote Number: Q-04622****Total MRC: \$2,415.74**

All promotions, discounts, and pricing based on approval.

Toll free numbers are billed per minute at 2.9¢ per minute and have a 100-minute min per month of \$2.90.

SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business. Customer Initials: _____

SpectrumVoIP will pay customer up to _____ \$0.00 for Early Termination Fees. Customer Initials: _____

Desired Install Date (average time for 20 or less phones: 3-4 weeks) Date: _____

By signing this quote, Customer agrees to the Terms of Service found at

<https://www.spectrumvoip.com/privacy-terms/>

Telecom Tax and e911 Recovery Fee may be billed cumulatively once per year rather than each month. E911 Recovery Fee is billed for each site. Applicant warrants all credit and financial information submitted to SpectrumVoIP™ and/or its assignees to be true and accurate and hereby authorizes all banking institutions and credit reporting agencies to release information via telephone, mail, internet, or facsimile as requested for the purpose of making a credit decision. The undersigned individuals specifically authorize SpectrumVoIP™ and/or its assigns to obtain personal credit bureau and/or personal income tax records, for the making, extension, or renewal of this credit decision or collection of the resulting account. A fax or photocopy of this authorization shall be as valid as the original.

*SMS/MMS will incur monthly usage charges. See table in terms of service.

*Cellular and internet taxes and fees may not be included

Not a Contract — But an Indication of Interest

**Name Listed with Sec of
State:**

Federal Tax ID:

Title:

Social Security Number:

Date:

Printed Name:

Signature:

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk

Date: October 17, 2022

Subject: Consideration to Approve an Equipment Lease and Service Maintenance Agreement with Canon Solutions America, Inc. for the Citywide Multifunction Device Managed Print Services Replacement Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a 60-month (five-year) lease agreement with Canon Solutions America, Inc. ("Canon") (Attachment "A" – Contract No. 2117) through OMNIA Partners a Cooperative Purchasing Program, Master Agreement Contract No. FI-R-0251-18 for the purchase of nine multifunctional copier device managed print services equipment (MFC) and maintenance services agreement in an amount not-to-exceed \$55,000 per year; and
- b. Authorize the City Manager to execute the Lease Agreement and all related documents.

BACKGROUND:

1. On January 22, 2013, the City Council approved Resolution No. 7516 (Attachment "B") to enter into a five-year Lease Agreement with De Lage Landen Public Finance, LLC to finance the purchase of six Sharp multifunctional printer/copiers and approve a Maintenance Agreement with Image 2000 to provide maintenance services for the printers/copiers. These printers/copiers are located in City Hall, Public Works City Yard, Las Palmas Park, and Recreation Park buildings.
2. In February 2018, at the end of the lease agreement and upon successful completion of all payments with De Lage Landen Public Finance, LLC, the City exercised the equipment purchase option and transitioned to a service maintenance agreement with Image 2000.
3. On January 15, 2017, the City administratively entered into a separate five-year Lease Agreement and maintenance services agreement with Canon to lease seven multifunctional printers/copiers for the Police Department through a cooperative purchasing program with the State of Nevada, National Association of State Procurement Officials (WSCA-NASPO) (Attachment "C").

Consideration to Approve an Equipment Lease and Service Maintenance Agreement with Canon Solutions America, Inc. for the Citywide Multifunction Device Managed Print Services Replacement Project

Page 2 of 6

4. In January 2022, staff evaluated the six Sharp printers/copiers purchased in January 2013 and the seven Canon printers/copiers purchased in February 2017. Staff determined that based on the service call logs for copier service and maintenance in the previous two years, the majority of the MFC machines were experiencing increased calls for service, primarily due to declining aged parts needing constant repairs or replacement and poor print quality and that the City should consider options for replacement of certain MFC printers/copiers.
5. In February 2022, the City transitioned to a service maintenance agreement with Canon Solutions for the MFC copiers located at the Police Department.
6. On April 28, 2022, the City released a Request for Proposals (RFP) for the Citywide Copier Upgrade Project (Attachment "D"). Five firms submitted proposals by the due date on May 24, 2022.

ANALYSIS:

In January 2022, staff conducted an evaluation of the City's current inventory of multifunctional copier machines in all City facilities. The evaluation showed that over the past few years, the majority of the MFC copier machines acquired in 2013 were beginning to show severe wear and tear based on increasing calls for service due to declining aged parts requiring repairs or replacement and poor print quality. MFC copier machines have an estimated average recommended useful life expectancy of five to eight years and the majority of the MFC copier machines currently in use have been in service for almost ten years.

The lease agreement for the machines acquired in 2013 was satisfied in 2018 and in February 2022, for the machines acquired in 2017 for the Police Department. The City is currently paying for maintenance services through Image 2000 at a price per page charge for color and black/white prints for all multifunction printers/copiers.

Thus, in April 2022, the City released an RFP for the Citywide Copier Upgrade Project (Attachment "D") to explore cost for upgrading the printer/copier machines in all City's facilities.

Five proposals were received in response to the RFPs from vendors list below:

1. Business Machines Consultants, Inc. (Epson Multi-Function Printer)
2. Canon Solutions America (Canon)
3. Sharp Business Solutions (Sharp)
4. Xerox Business Solutions (Xerox)
5. Pacific Office Automation (Ricoh/Minolta)

Consideration to Approve an Equipment Lease and Service Maintenance Agreement with Canon Solutions America, Inc. for the Citywide Multifunction Device Managed Print Services Replacement Project

Page 3 of 6

Proposals were reviewed by an Evaluation Panel ("Panel") consisting of the City Clerk and Deputy City Clerk. Between August 2 – 4, 2022, staff conducted demonstrations with four of the proposing vendors to view each product and answer questions regarding the multifunction device equipment, services and fees. Pacific Office Automation did not respond to the Panel's demonstration request. Canon and Sharp were selected as finalists after initial review of all proposals for cost effectiveness, benefits to the City, completeness and comprehensiveness of responses, and experience providing similar services to comparable local municipalities, and the quality of the assigned project staff.

Based on the responses included in the proposals, reference checks, and best and final offers (BAFO), the Panel is recommending that City Council approve a lease agreement and service maintenance agreement with Canon Solutions America, Inc. to provide City wide multifunction device managed print services.

The proposed agreement will include delivery of nine Canon multifunctional copier machines (Attachment "E") placed at the City's facilities below:

Location	# of Copiers	Proposed Model
City Hall Administration/City Clerk	1	IRADV DX C5879I/70 *ppm (Color)
City Hall - General	1	IRADV DX C5879I/70 *ppm (Color)
Public Works Administration Office	1	IRADV DX 4845I/45 *ppm (Black & White only)
Las Palmas Park Front Office	1	IRADV DX C5850I/50 *ppm (Color)
Las Palmas Park Lower Level Office	1	IRADV DX 4845I/45 *ppm (Black & White only)
Recreation Park	1	IRADV DX C6950I/50 *ppm (Color)
Police Department Reproduction Room	1	IRADV DX C5879I/70 *ppm (Color)
Police Department Main Dispatch	1	IRADV DX 4845I/45 *ppm (Black & White only)
Police Department Detectives	1	IRADV DX C5850I/50 *ppm w/Internal Finisher space saving (Color)
TOTALS:	9	

*ppm = Pages per Minute

There are four printers in the Police Department that will not be replaced; however, each will be included on the service maintenance agreement. During staff's evaluation, it was determined that the necessity of replacing the two printers located in the Records Unit, Watch Commander's

Consideration to Approve an Equipment Lease and Service Maintenance Agreement with Canon Solutions America, Inc. for the Citywide Multifunction Device Managed Print Services Replacement Project

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Office, and the Report Writing Room would be more cost effective to re-direct the majority of printing to the Reproduction Room utilizing the benefits of the new Canon multifunctional printer/copier machine. The new machine offers faster processing of 70 print pages per minute and includes confidential document printing feature through a user specific assigned identification number and password.

The proposed Canon lease agreement and maintenance services agreement consolidates all of the City's multifunctional printer/copiers onto one statement. Upon completion of the five-year lease payments, there is an option to purchase the equipment at a fair market value. The monthly Maintenance Agreement cost is calculated based on a five-year fixed rate and includes all parts, labor, supplies (toner and staples) with the exception of paper and there are no minimum print/copies required. Monthly meter readings are automatically collected via ImageWare Remote.

Canon Solutions America, Inc.

Canon Solutions America, Inc. ("Canon") is a \$30.4 billion company that pursues global diversification with regional operations in the United States, Japan, Europe, Asia, Oceania, Middle East, and Africa.

Canon provides integrated systems technology that comprises one of the strongest solutions portfolios in the document management industry, innovative technology and services with the unique needs of each client. Canon offers the combination of a local team with years of professional experience, paired with the vast technological and service resources of one of the world's most admired companies.

The goal of Canon is to keep customers productive on what makes them successful – their core operations. Having an in-depth insight into the City's environment, requirements, and end user behavior will allow Canon solutions to help the City enhance its operational environment, expand technology, and improve efficiency.

BUDGET IMPACT:

The Fiscal Year 2022-2023 Adopted Budget includes sufficient funding for leasing and service maintenance of the City's copier fleet within the Information Technology Management Services account (001-130-0000-4260). Transitioning all units to Canon would enable a single citywide lease agreement and maintenance services for the entirety of the City's MFC copier fleet print services.

Consideration to Approve an Equipment Lease and Service Maintenance Agreement with Canon Solutions America, Inc. for the Citywide Multifunction Device Managed Print Services Replacement Project

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Location	# of Copiers	Proposed Model	Equipment Lease Annual Costs
City Hall Administration/City Clerk	1	IRADV DX C5879I/70 *ppm (Color)	\$3,294.60
City Hall - General	1	IRADV DX C5879I/70 *ppm (Color)	\$3,294.60
Public Works Administration Office	1	IRADV DX 4845I/45 *ppm (Black & White only)	\$1,280.04
Las Palmas Park Front Office	1	IRADV DX C5850I/50 *ppm (Color)	\$2,306.28
Las Palmas Park Lower Level Office	1	IRADV DX 4845I/45 *ppm (Black & White only)	\$1,280.04
Recreation Park	1	IRADV DX C6950I/50 *ppm (Color)	\$2,306.28
Police Department Reproduction Room	1	IRADV DX C5879I/70 *ppm (Color)	\$3,294.60
Police Department Main Dispatch	1	IRADV DX 4845I/45 *ppm (Black & White only)	\$1,280.04
Police Department Detectives	1	IRADV DX C5850I/50 *ppm w/Internal Finisher space saving (Color)	\$2,180.40
	9	Total Annual Equipment:	\$20,516.88
Maintenance Service cost is based on per page print	Black/White \$0.0072	**Estimated 900,000 Annual Prints:	\$14,148.00
Maintenance Service cost is based on per page print	Color \$0.0393	**Estimated 360,000 Annual Prints:	\$6,400.00
		Total Actual Equipment & **Estimated Maintenance Annual Cost:	\$41,064.88

***Cost estimates based on current estimated annual print pages*

CONCLUSION:

Multifunctional (MFC) device managed copier/print services are a critical component to creating an efficient and productive business environment. Staff evaluated the age of the City's existing MFC machines, outdated functionality and increased calls for service resulting in productivity loss, staff went through a very comprehensive process to ensure the City receives the best service at a competitive price. Throughout the evaluation and vetting process, Canon Solutions America, Inc. demonstrated a high level of professionalism and the ability to provide a high level of service at a competitive price point. Replacement of the MFC copiers will provide City staff with quality equipment with innovative features to help streamline daily operation processes. Staff

Consideration to Approve an Equipment Lease and Service Maintenance Agreement with Canon Solutions America, Inc. for the Citywide Multifunction Device Managed Print Services Replacement Project

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recommends that the City Council approve the proposed five-year lease and maintenance agreement with Canon.

ATTACHMENTS:

- A. Contract No. 2117
- B. Resolution No. 7516
- C. Canon Solutions America Managed Print Services Agreement
- D. Request for Proposals for Citywide Copier Replacement Project
- E. Canon Equipment Description



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

CONTRACT NO. 2117

Master Sales & Services Agreement

Customer Information Face Page

MA31272Salesperson: Nathan Long Order Date: 10/10/2022**Customer ("you"):**

Company: CITY OF SAN FERNANDO		
DBA:		
Address: 910 1ST ST POLICE DEPT		Change to: 117 Macneil Street
City: SAN FERNANDO		County: LOS ANGELES
State: CA	Zip: 91340-2928	Phone #: 818.898.1204
Contact: Julia Fritz		Fax #:
Email: jfritz@sfcity.org		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type: State or Local Government</p> <p>Address for Notices: Attn: Julia Fritz Address: 117 Macneil Street Address 2: City: SAN FERNANDO State: CA Zip: 91340-2928 Email: jfritz@sfcity.org</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF SAN FERNANDO

CFS App #: 1880629

Salesperson: Nathan Long

Agreement #: MA31272

Transaction #: S1318797

Order Date: 10/10/22

Billing Information		Customer Account: 2082344		Payment Information		Equipment Maintenance Information	
Company: CITY OF SAN FERNANDO DBA: Address: 117 Macneil Street Address 2: City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928 Phone #: 818.898.1204 Contact: Julia Fritz Fax #: Email: jfritz@sfcity.org		Listed Items Lease Term		# of Lease Payments		Maintenance included for all Equipment	
		60 Months		60		Maint Base charge invoiced Monthly by CSA	
						Excess Per Image Charge invoiced Monthly by CSA	
		Payment Summary* (*Plus Applicable Taxes)				New Fleet Plan Fixed Price Plan	
		Lease Payment \$1,709.75 Invoiced by CFS					
Total Maintenance				Other Transaction Details		Lease Payment shall be invoiced Monthly	
Base Charge				Invoiced by CSA		Purchase Option: Fair Market Value	
Due at Signing							
# of Payments in Advance		0		Total Due at Signing		\$0.00	
Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-1		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
		\$0.00		B&W: 0 Color: 0		B&W: \$0.007200 Color: \$0.039300	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3824C002	IRADVXC5870I	1	Included	Included	Shipping: 117 Macneil St. - Reproduction Room 108 Delivery Date: 10/14/22		
0607C002	PAPER DECK UNIT-F1	1	Included	Included	Address 2: City Hall/City Manager/City Clerk Area		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928		
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Primary Customer Contact: Julia Fritz		
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Phone #: 818.898.1204 Email: jfritz@sfcity.org		
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Meter Contact:		
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Phone #: Email:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	IT Contact: Julia Fritz		
3923V843	INSTALL PAK DX C5870I/C5860i/C5850i/C5840i	1	Included	Included	Phone #: 818.898.1204 Email: jfritz@sfcity.org		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Billing:		
Additional Requirements:					Address 2:		
					City: County: State: Zip:		
					Billing Contact:		
					Phone #: Email:		
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**		
					Meter Method: Remote Reporting Agent Corporate Advantage		
					For CSA USE ONLY:		
					Config: A - 1 69725731		
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS , AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.							
Customer Authorized Signature:		Printed Name:		Title:		Date:	
ACCEPTANCE CERTIFICATE							
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.							
Authorized Signature:		Printed Name:		Title:		Date:	
For Internal Purposes Only:		Printed Name:		Title:		Date:	
CFS Authorized Signature:							



Customer: CITY OF SAN FERNANDO

Agreement #: MA31272

Order Date: 10/10/22 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section A-2	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
		See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3824C002	IRADVDC5870I	1	Included	Included	Shipping: 117 Macneil St. - Reproduction Room 128 Admin	
0607C002	PAPER DECK UNIT-F1	1	Included	Included	Delivery Date: 10/14/22	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: City Hall/ Personnel Area	
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org	
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Mtr Contact: Ph #: Email:	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Address 2:	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**	
					Meter Method: Remote Reporting Agent Corporate Advantage	
					For CSA USE ONLY:	
					Config: A - 2 69725731	

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section B	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
		See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3824C002	IRADVDC5870I	1	Included	Included	Shipping: 910 1ST ST POLICE DEPT	
0607C002	PAPER DECK UNIT-F1	1	Included	Included	Delivery Date: 10/14/22	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Address 2: Reproduction Room	
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org	
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Mtr Contact: Ph #: Email:	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Address 2:	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5	
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**	
					Meter Method: Remote Reporting Agent Corporate Advantage	
					For CSA USE ONLY:	
					Config: B 69725732	



Customer: CITY OF SAN FERNANDO

Agreement #: MA31272

Order Date: 10/10/22 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)	Maint Base Charge Section C	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3826C002	IRADVDC5850I	1	Included	Included	Shipping: 910 1ST ST POLICE DEPT Delivery Date: 10/14/22 Address 2: Detectives City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928 Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Mtr Contact: Ph #: Email: IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage For CSA USE ONLY: Config: C 69725733
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	
4000C002	INNER FINISHER-L1	1	Included	Included	
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	Included	Included	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840i	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Office Equip/Cut Sheet Production)	Maint Base Charge Section D-1	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3826C002	IRADVDC5850I	1	Included	Included	Shipping: 505 S. Huntington St. Delivery Date: 10/14/22 Address 2: Las Palmas Park - Admin Office City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928 Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Mtr Contact: Ph #: Email: IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage For CSA USE ONLY: Config: D - 1 69725734
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
5547C002	STAPLE FINISHER-AB2	1	Included	Included	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840i	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF SAN FERNANDO

Agreement #: MA31272

Order Date: 10/10/22 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section D-2	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)				
		See Page 1	See Page 1			See Page 1				
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information					
3826C002	IRADVDC5850I	1	Included	Included	Shipping: 208 Park Ave. Delivery Date: 10/14/22					
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Included	Included	Address 2: Recreation Park					
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928					
5547C002	STAPLE FINISHER-AB2	1	Included	Included	Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org					
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Mtr Contact: Ph #: Email:					
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org					
3923V843	INSTALL PAK DX C5870I/C5860i/C5850i/C5840i	1	Included	Included	Billing:					
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Address 2:					
					City: County: State: Zip:					
					Contact: Ph #: Email:					
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5					
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**					
					Meter Method: Remote Reporting Agent Corporate Advantage					
					For CSA USE ONLY:					
Config: D - 2 69725734										

Rider A applies (Office Equip/Cut Sheet Production)		Maint Base Charge Section E-1	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)				
		See Page 1	See Page 1			See Page 1				
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information					
5530C002	IRADVDC4845I	1	Included	Included	Shipping: 120 Macneil St. - Public Works City Yard Delivery Date: 10/14/22					
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	Included	Included	Address 2: Copy Room					
4917C002	CASSETTE FEEDING UNIT-AW1	1	Included	Included	City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928					
4000C002	INNER FINISHER-L1	1	Included	Included	Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org					
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	Mtr Contact: Ph #: Email:					
4144V252	IMAGERUNNER ADVANCE DX 4845I/ 4835I/ 4825I INSTALL PAK	1	Included	Included	IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org					
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:					
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Address 2:					
					City: County: State: Zip:					
					Contact: Ph #: Email:					
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5					
					Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment**					
					Meter Method: Remote Reporting Agent Corporate Advantage					
					For CSA USE ONLY:					
Config: E - 1 69725735										



Customer: CITY OF SAN FERNANDO

Agreement #: MA31272

Order Date: 10/10/22 Salesperson: Nathan Long

Rider A applies (Office Equip/Cut Sheet Production)	Maint Base Charge Section E-2	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
5530C002	IRADVDX4845I	1	Included	Included	Shipping: 505 S. Huntington St. Delivery Date: 10/14/22 Address 2: Las Palmas Park - Lower Level City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928 Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Mtr Contact: Ph #: Email: IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage For CSA USE ONLY: Config: E - 2 69725735
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	Included	Included	
4917C002	CASSETTE FEEDING UNIT-AW1	1	Included	Included	
4000C002	INNER FINISHER-L1	1	Included	Included	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	
4144V252	IMAGERUNNER ADVANCE DX 4845I/ 4835I/ 4825I INSTALL PAK	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Office Equip/Cut Sheet Production)	Maint Base Charge Section F	Covered Images Included in Maint Base Charge			Excess Per Image Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
5530C002	IRADVDX4845I	1	Included	Included	Shipping: 910 1ST ST POLICE DEPT - Dispatch Delivery Date: 10/14/22 Address 2: City: SAN FERNANDO County: LOS ANGELES State: CA Zip: 91340-2928 Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Mtr Contact: Ph #: Email: IT Contact: Julia Fritz Ph #: 818.898.1204 Email: jfritz@sfcity.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 Consumables: Toner, Staples Inclusive Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage For CSA USE ONLY: Config: F 69725736
4002C002	INNER 2/3 HOLE PUNCHER-D1	1	Included	Included	
4917C002	CASSETTE FEEDING UNIT-AW1	1	Included	Included	
4000C002	INNER FINISHER-L1	1	Included	Included	
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Included	Included	
4144V252	IMAGERUNNER ADVANCE DX 4845I/ 4835I/ 4825I INSTALL PAK	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF SAN FERNANDO

Salesperson: Nathan Long

Agreement #: MA31272

Transaction #: S1318797

Order date: 10/10/22

Customer ("You")	Customer Account: 2082344	Service Requested:
Company: CITY OF SAN FERNANDO		Trade In
Address: 117 Macneil Street		Lease Information (if applicable)
City: SAN FERNANDO	County: LOS ANGELES	Leasing company name
State: CA	Zip: 91340-2928	Lease Number
Phone: 818.898.1204		
Contact name: Julia Fritz		
Email: jfritz@sfcity.org		
Alternate Contact:		
Alternate Phone:		

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

- Select one:**
- ☐ Not Applicable: No Equipment pick up required
- ☒ CSA will pick up the Equipment
- ☐ Return Equipment to CFS
- ☒ Return Equipment to CSA Original Order Date _____
- ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- ☐ You will retain the equipment.
- Will retained equipment remain under a CSA Maintenance Agreement?
- ☐ No
- ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition: Good Working Condition**Equipment for Trade-In, Upgrade, or Return**

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
TRD	0226V481	MX-4111N	2509697X00	117 Macneil St. - Reproduction Room 128 Admin SAN FERNANDO, CA 91340-2928			
TRD	0226V481	MX-M753N	2500782Y00	117 Macneil St. - Reproduction Room 108 SAN FERNANDO, CA 91340-2928			
TRD	0226V481	MX-M283N	2501225X00	120 Macneil St. - Copy Room SAN FERNANDO, CA 91340-2928			
TRD	0226V481	MX-4111N	2509712X00	505 S. Huntington St. - Las Palmas Park SAN FERNANDO, CA 91340-2928			
TRD	0226V481	MX-4111N	2509568X00	505 S. Huntington St. - Las Palmas Park SAN FERNANDO, CA 91340-2928			

Pick Up /Return Information:

- ☒ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Julia Fritz **Phone:** 818.898.1204 **Email:** jfritz@sfcity.org**Hours of Operation:** 9-5 **Number of Steps:** 0 **Elevator:** No **Loading Dock:** No**Special Instructions:**

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name _____

Title _____

Date _____



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Additional Equipment for Trade in, Upgrade, Return, Buyout Schedule (Rider B) (SLS-901)

Page 2 of 4

Customer: CITY OF SAN FERNANDO**Salesperson:** Nathan Long**Agreement #:** MA31272**Transaction #:** S1318797**Order Date:** 10/10/22**Customer ("you"):****Company:** CITY OF SAN FERNANDO**Contact:** Julia Fritz**Address:** 117 Macneil Street**Phone:** 818.898.1204**Fax:****City:** SAN FERNANDO**State:** CA**Zip:** 91340-2928**Email:** jfritz@sfcity.org**Equipment for Trade-In, Upgrade, or Return**

Return code	Item Code	Description	Serial #	Equipment Location, if different than above	Contact Name & Phone	Email	Alt pick up date
TRD	0226V481	MX-4111N	2509693X00	208 Park Ave.- Recreation Park SAN FERNANDO, CA 91340-2928			



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF SAN FERNANDO

Salesperson: Nathan Long

Agreement #: MA31272

Transaction #: S1318797

Order date: 10/10/22

Customer ("You")	Customer Account: 2082344	Service Requested:	
Company: CITY OF SAN FERNANDO		Upgrade	
Address: 117 Macneil Street		Lease Information (if applicable)	
City: SAN FERNANDO	County: LOS ANGELES	Leasing company name	Lease Number
State: CA	Zip: 91340-2928	CFS	001-0745355-001
Phone: 818.898.1204			
Contact name: Julia Fritz			
Email: jfritz@sfcity.org			
Alternate Contact:			
Alternate Phone:			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

- Select one:**
- ☐ Not Applicable: No Equipment pick up required
- ☒ CSA will pick up the Equipment
- ☒ Return Equipment to CFS
- ☐ Return Equipment to CSA Original Order Date _____
- ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- ☐ You will retain the equipment.
- Will retained equipment remain under a CSA Maintenance Agreement?
- ☐ No
- ☐ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☐

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	1190C002	IRADVC7570I	WFM01265	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340			
UGTR	8030B003	IRADV4245	RKM16055	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340			
UGTR	0605C003	IRADVC5535I	WXF05334	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340			

Pick Up /Return Information:

- ☒ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Julia Fritz

Phone: 818.898.1204

Email: jfritz@sfcity.org

Hours of Operation: 9-5

Number of Steps: 0

Elevator: No

Loading Dock: No

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name _____

Title _____

Date _____



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF SAN FERNANDO

Salesperson: Nathan Long

Agreement #: MA31272

Transaction #: S1318797

Order date: 10/10/22

Customer ("You")	Customer Account: 2082344	Service Requested:	
Company: CITY OF SAN FERNANDO		Upgrade	
Address: 117 Macneil Street		Lease Information (if applicable)	
City: SAN FERNANDO	County: LOS ANGELES	Leasing company name	Lease Number
State: CA	Zip: 91340-2928	CFS	0745355-001
Phone: 818.898.1204			
Contact name: Julia Fritz			
Email: jfritz@sfcity.org			
Alternate Contact:			
Alternate Phone:			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

- Select one:**
- ☐ Not Applicable: No Equipment pick up required
- ☐ CSA will pick up the Equipment
- ☐ Return Equipment to CFS
- ☐ Return Equipment to CSA Original Order Date _____
- ☐ You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- ☒ You will retain the equipment.
- Will retained equipment remain under a CSA Maintenance Agreement?
- ☐ No
- ☒ Yes: SELECT ONE: under an Existing Contract ☐ Or New Contract ☒

Trade in Equipment Condition:

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTK	8457B003	IRADVC250	QNR11020	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340-2928			
UGTK	8457B003	IRADVC250	QNR13177	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340-2928			
UGTK	6856B003	IRADV400IF	QLA28362	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340-2928			
UGTK	6856B003	IRADV400IF	QLA28373	910 1ST ST POLICE DEPT SAN FERNANDO, CA 91340-2928			

Pick Up /Return Information:

- ☐ Same Date as Delivery of Listed Items Specified on the Agreement
- ☐ Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Julia Fritz

Phone: 818.898.1204

Email: jfritz@sfcity.org

Hours of Operation: 9-5

Number of Steps: 0

Elevator: No

Loading Dock: No

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name _____

Title _____

Date _____

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon Solutions America, Inc. ("CSA", "we", "our") and its customer, as named on the Customer Information Face Page ("you" or "Customer"). "Party" shall mean you or CSA, and "Parties" shall mean you and CSA. **All notices to CSA shall be sent as set forth in Section 18. For purposes of clarity, a Rider shall only apply to a given transaction when referenced on a Schedule.**

GENERAL TERMS

- 1. PURCHASE OR LEASE OF LISTED ITEMS.** You and CSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"); Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance") (Rider A); application software licenses ("Software") (Rider C), which excludes software that is stored on a unit of Equipment in order to make it run properly and licensed as part of the Equipment ("Firmware") (Rider A); Software subscriptions ("Software Subscriptions"), Software installation services ("Software Installation Services"), and Software support contracts ("Software Support Contracts") (all in Rider C), subscription support services ("Subscription Support Services") (Rider D), managed print services ("MPS") (Rider E), Large Format Equipment (Rider F); Home Office Print-as-a-Service ("Home Office") (Rider H), and/or other products and services incorporated by a schedule or addendum accepted by CSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule, Lease Schedule or other schedule or order document accepted by CSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS, Home Office, and any other services incorporated into this Agreement by a Schedule or Addendum. "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS") and the Lease is set forth as Rider G, which shall solely govern as to the matters contained therein. To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically or otherwise defined in a Rider or Schedule, the terms shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA, WHICH MAY ONLY BE CHANGED BY THE PARTIES IN WRITING.
- 2. TERM.** The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



- 3. DELIVERY/INSTALLATION OF EQUIPMENT.** Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CSA to deliver Equipment via delivery van and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly.

4. PAYMENT TERMS, CHARGES AND CREDIT CARDS.

4.1 The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. You expressly acknowledge your obligation to pay CSA's invoices for Listed Items. Should you request a third party act as your agent for receiving or paying invoices, CSA may approve such request in its sole discretion, and CSA's approval is conditioned on: (i) your payment of an administrative charge (including reimbursement of any costs or charges CSA incurs associated therewith), which shall be considered charges under this Agreement; (ii) no modifications (other than addresses) to the terms and conditions of this Agreement; and (iii) you remain liable for all of your obligations under this Agreement. CSA may charge, and you agree to pay, a surcharge to cover increases in transportation costs. CSA reserves the right to adjust pricing (i) in the event Listed Items are not delivered to you within thirty (30) days of an executed Schedule to reflect corresponding increases in the manufacturer's suggested retail price ("MSRP"); or (ii) due to any mistake in pricing or configuration for any of the Listed Items discovered prior to shipment. In the event of such price adjustments, CSA shall notify you of the mistake in pricing or configuration, or the increase in MSRP, and such notification will constitute the non-acceptance of the applicable Schedule by CSA with respect to such Listed Items without liability. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10.00 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law. CSA does not provide refunds or credits for any partial terms, except as expressly stated in the Rider or applicable Schedule.

4.2 To purchase Listed Items, you will need to provide certain information, including payment and shipping details. We accept all major credit cards: VISA, MasterCard, American Express and Discover. For your security, the billing name and address on your credit card must match your Schedule or your Listed Items may be delayed or cancelled. When you place an order for your Listed Items, we may pre-authorize your credit or debit card in the amount of your order, which may have an effect on your available balance or credit line. We may cancel or place holds on your order or any Listed Item included therein, if we suspect the order may be fraudulent. All billing and registration information you provide must be accurate, complete and correct. By confirming your purchase on the Schedule, you agree to accept and pay for all charges incurred via the applicable payment method for Listed Items that you purchased at the price(s) in effect at that time, including any applicable taxes. Receiving an order acknowledgement (either by mail or via email) does not guarantee acceptance of an order for the Listed Items, or that the price or availability of a Listed Item has been confirmed.

- 5. CREDIT.** CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness.

6. LIMITED WARRANTIES AND DISCLAIMER. Canon brand Equipment (except for models which have rated speeds of 110 pages per minute or greater, or are imagePRESS or varioPRINT models) is provided with an end user limited warranty from either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. CSA is authorized to provide warranty service pursuant to the Canon limited warranties. Warranties, if any, for other Products and Services are provided according to their terms by the manufacturer or developer or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CSA warrants (the "CSA Warranty") that on completion of installation of Canon brand Equipment, it will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CSA or Canon. The CSA warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects within twenty (20) days of installation ("CSA Warranty Period"). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE DURING THE CSA WARRANTY PERIOD. IN NO EVENT SHALL A BREACH OF ANY WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

7. LIMITATION OF LIABILITY.

7.1 CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM,

Canon Solutions America, Inc.
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SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

- 8. DATA.** You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA that could be construed to apply to HD Data.
- 9. SECURITY.** As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.
- 10. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that the Listed Items will not be used for personal, family or household purposes.
- 11. CUSTOMER DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.
- 12. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.
- 13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER.** ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY

Canon Solutions America, Inc.
Master Sales and Services Agreement
General Terms



WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

14. ENTIRE AGREEMENT; MASTER AGREEMENT OVERRIDING CONTRACT TERMS AND VOUCHERS.

This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement. Notwithstanding any other provision in this Agreement to the contrary, if the Listed Item you are purchasing is designated as a "Voucher" on your Order Schedule, the following terms shall govern: "You have been referred to an independent third party (the "Provider") by CSA for certain products and services (collectively "Provider Services"). CSA is authorized and compensated to refer prospective customers to the Provider. Provider Services are not eligible for any warranty or maintenance under this Agreement. You acknowledge and agree that: (i) The Provider will provide the Provider Services to you pursuant to an agreement(s) between you and the Provider ("Provider Agreement"); (ii) CSA shall have no obligation or liability for the Provider Services or under the Provider Agreement; (iii) You shall look solely to the Provider as to any claim or cause of action arising from the Provider Agreement or the Provider Services; (iv) you waive your rights to bring any such claim or cause of action against CSA; and (v) should you desire to enter into a Lease for the Voucher from Canon Financial Services, Inc. ("CFS") the terms of Rider G between you and CFS shall solely govern as to the matters contained therein.

15. CSA DEFAULT. Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

16. REPRESENTATIONS AND AMENDMENTS.

16.1 NO REPRESENTATION OR STATEMENT NOT CONTAINED IN THE DOCUMENTS POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY AN ADDENDUM SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.

16.2 NOTWITHSTANDING THE FOREGOING, A PROVISION OF THIS AGREEMENT MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER

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DATE SPECIFIED IN THE NOTIFICATION) (THE "CHANGE DATE"), UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH AMENDED PROVISIONS IN GOOD FAITH. THE AMENDED PROVISIONS SHALL ONLY APPLY TO SCHEDULES ISSUED AFTER THE CHANGE DATE AND SHALL NOT AFFECT ANY ADDENDA, WHICH SHALL CONTROL.

17. MISCELLANEOUS. This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. You agree to dispose of all opened consumables and supplies in accordance with applicable law and regulations, and product handling instructions. CSA is and shall at all times be an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. A failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that digital and/or electronic copies of your signature will be treated as an original for all purposes.

18. NOTICES. YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS

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AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CSA.CANON.COM.

- 19. PRIVACY.** The CSA Privacy Statement describes the information we collect from you, either online through this website or any of the products, services, solutions, software, websites, subsites, interactive features, forms, mobile and social media pages offered, owned, or operated by CSA, or your interaction with CSA agents, contractors or employees or subsites, whether accessed online via computer, tablet, mobile device or any other technology or device now known or hereafter developed, or offline, and how that information will be used. The CSA Privacy Statement is provided at the link at the bottom of the Customer Contracting Portal, <https://ess.csa.canon.com/customerdocuments>; and shall govern as to the matters contained therein unless specifically modified by this Agreement.
- 20. FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of Products and Services or parts and supplies therefore, raw materials or energy. For the avoidance of doubt, Force Majeure shall not limit your obligation to make payment(s) for delivered Products or performed Services. Once causes for such Force Majeure are rectified and remedied, both Parties agree to resume performance of this Agreement.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider A



RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E). CSA may provide Maintenance and/or consumables for Non-Canon branded devices if so designated on the Order Schedule, and such devices shall be considered "Equipment" hereunder, otherwise they shall be provided by the manufacturer as set forth in their applicable documentation.

1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously placed Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. If you do not agree to the change in renewal charges, you can reject the change by sending notice in accordance with Section 18 of the General Terms. Customer may, without penalty, cancel maintenance during any renewal period upon 30 days advance written notice to CSA. Once cancelled, CSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CSA does not provide refunds or credits for any partial terms, except as expressly stated on the Order Schedule.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14". For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Order Schedule.

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to

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Rider A



transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment ordered on the current Schedule and other Order Schedules referencing Fleet plan for the Equipment.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

k. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement.

2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for

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Master Sales and Services Agreement
Rider A



the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated.

3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT. Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.

4. ITEMS NOT COVERED UNDER MAINTENANCE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;
- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CSA's regular business hours;
- (i) repair of network/system connection device, except when listed on an Order Schedule; or
- (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

5. EXCESSIVE MAINTENANCE REQUIREMENTS. If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

6. PARTS. You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE). Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If

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your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's Remote Reporting Agent (see Section 1.k above), which may include Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

a. You agree to provide timely meter readings to CSA and to comply with the billing procedures designated by CSA. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's Remote Reporting Agent, however if it does not communicate with CSA for any reason, you agree to timely provide manual meter readings.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

9. FIRMWARE. For Equipment covered under Maintenance or an applicable warranty, CSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.k. however should the remote installation fail for any reason, or you require assistance from CSA, additional charges may apply.

10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS. If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.

11. DEFAULT. In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

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Rider B



RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

For purposes of this Rider B:

"Return Equipment" means equipment that CSA is picking up and returning to a leasing company.

"Trade-In Equipment" means equipment owned by you, where you are conveying title to CSA upon CSA picking up the equipment.

"Upgrade Equipment" means equipment on an active lease between you and CFS, where CSA is facilitating an early termination of such lease as a part of a new transaction on a related Order Schedule.

each as designated on a Return Schedule.

1. BUY OUT REIMBURSEMENT: If "Buy-Out Reimbursement" is indicated on the applicable Return Schedule it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the equipment listed on the Return Schedule (the "Lessor")) by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the equipment (as identified on the applicable Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

2. RETURNING OF TRADE-IN EQUIPMENT, UPGRADE EQUIPMENT AND RETURN EQUIPMENT: If Trade-In Equipment, Upgrade Equipment or Return Equipment is indicated on a Return Schedule, you hereby authorize CSA in its sole and reasonable discretion, to either i.) pick up the Trade-in Equipment, Upgrade Equipment, or Return Equipment listed on the Return Schedule; or ii.) with respect to such equipment weighing fifty (50) pounds or less, provide you with appropriate packing materials and pre-paid postage so that you can ship the equipment back to CSA or the Leasing Company. Upon said pick-up or your shipping of the Trade-In Equipment, Upgrade Equipment, or Return Equipment to CSA or the Leasing Company as applicable, title to Trade-in Equipment is conveyed to CSA, and you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests. You further warrant that, (a) the Trade-In Equipment, Upgrade Equipment and Return Equipment will be provided to CSA (unless specified on the Return Schedule that it is provided on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (b) you shall make it available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing CSA may, and without limiting its other remedies under applicable law:

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Rider B



- a.) return the Trade-In Equipment, Upgrade Equipment, or Return Equipment to you (at your expense both for the return and the original pickup);
- b.) rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement,
- c.) require you to refund to CSA the full amount of any trade-in or upgrade credit whether it's reflected in the Return Schedule or not, and/or
- d.) require you to pay the fair market value of such Trade-In Equipment, Upgrade Equipment, or Return Equipment, as determined by CSA.

Return Equipment and/or Upgrade Equipment, when indicated on a Return Schedule shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and/or Upgrade Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment and/or Upgrade Equipment to the Lessor, or provide you with appropriate packing materials and pre-paid postage so that you can ship the Return Equipment and/or Upgrade Equipment back to CSA or the Lessor, as indicated on the Return Schedule.

3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT. You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment, Upgrade Equipment, or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment, Upgrade Equipment, or Return Equipment while being relocated or returned to the Lessor to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment, Upgrade Equipment, or Return Equipment is unavailable for pickup and removal through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

4. DATA. You acknowledge that the hard drive(s) on the Trade-in Equipment, Upgrade Equipment, or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment, Upgrade Equipment, or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.

Canon Solutions America, Inc.
Master Sales and Services Agreement
Rider C



RIDER C

SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER C SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS AND INCORPORATED DOCUMENTS.

(a) "Software" for purposes of this Rider C shall mean application software licensed to you and any revisions for updates related thereto, and shall exclude Firmware which is subject to Rider A, and software provided with Large Format equipment which is subject to Rider F.

(b) "Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include provision of basic support and updated versions, as set forth in the TOS, EULA or SMA.

(c) "EULA" shall mean an end user license agreement, "TOS" shall mean the terms of service, and "SMA" shall mean a software maintenance or support agreement, each as applicable to the Software or Software Subscription.

(d) The terms of the EULA, TOS and SMA can be found at <http://ess.csa.canon.com/SMA-EULA.html>, and any such terms shall solely govern as to matters contained therein except as otherwise specifically set forth in this Rider C, and you agree to comply with such terms. The period of time such EULA, SMA or TOS shall apply ("Term") is set forth in the applicable Order Schedule.

2. LICENSING. (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and a Software Subscription shall be licensed to you subject to its EULA or TOS. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software or a Software Subscription, you hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same.

3. SOFTWARE AND SOFTWARE SUBSCRIPTION INSTALLATION AND CONFIGURATION SERVICES. Installation and configuration services for Software and Software Subscriptions shall be provided pursuant to a statement of work or project work order between you and CSA or you and the Software developer or licensor.

4. SOFTWARE SUBSCRIPTION. You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. The purchase price for the Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

5. SOFTWARE SUPPORT AND SOFTWARE SUBSCRIPTION / BUG FIXES / UPDATES. When indicated on an Order Schedule, support for Software and Software Subscriptions is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable SMA or TOS for the term set forth in the Order Schedule.

6. RENEWAL OF SMAS AND SOFTWARE SUBSCRIPTIONS. SMAs and Software Subscriptions shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software Support Contract or SMA within 90 days but no less than 30 days of the end of the Term or the Renewal Term. SUCH WRITTEN NOTICE MUST BE SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: ONE CANON PARK, MELVILLE, NY 11747 ATTN: MARKETING OPERATIONS, SOFTWARE LICENSE DESK, OR SENT BY EMAIL TO

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[SOFTWARE LICENSE DESK@CSA.CANON.COM](mailto:SOFTWARE_LICENSE_DESK@CSA.CANON.COM). CSA may increase pricing during each Renewal Term and may cancel Software Subscriptions and SMAs during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. Otherwise, CSA does not provide refunds or credits for any partial terms, except as expressly stated on the applicable Order Schedule.

6. DEFAULT. In the event of your default under this Rider C or if you cancel a Software Subscription(s) or SMA(s) prior to the end of their respective Term or Renewal Term, CSA may, without limiting its other rights and remedies available under applicable law, require you to pay all amounts then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the purchase price or periodic payments. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. The purchase price for the Software or Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign periodic payments to a third party, or its assigns, and agree to pay such assignees.

7. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE AND SOFTWARE SUBSCRIPTION. CSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SOFTWARE OR SOFTWARE SUBSCRIPTION. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING OR SUPPORTING THE SOFTWARE OR SOFTWARE SUBSCRIPTION AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SOFTWARE, SOFTWARE SUPPORT CONTRACT, OR THE SOFTWARE SUBSCRIPTION, AND THAT CSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFORE, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SOFTWARE SUPPORT CONTRACT OR SOFTWARE SUBSCRIPTION, OR FAILURE IN ANY WAY OF THE SOFTWARE OR SOFTWARE SUBSCRIPTION.

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RIDER D SUBSCRIPTION SUPPORT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER D SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. Services. When indicated on an Order Schedule referencing this Rider D, CSA will provide to you Subscription Support Services ("Subscription Support Services") listed in Section 3 below consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Subscription Support Services will be provided by CSA at the applicable Resource Level (as detailed in Section 3 below) based upon your resource selection or description of the scope of work to be performed. Subscription Support Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding CSA holidays). Any work approved by CSA to be scheduled beyond these hours will be billed at a premium rate.

2. Term. The term of Subscription Support Services (the "Subscription Term") shall continue until the earlier of (a) the units of Subscription Support Services specified on an Order Schedule ("Units") are consumed or (b) for either the number of months indicated on an Order Schedule beginning on the Order Date, or the end of the term of the applicable CFS Lease.

3. Effective Rates. Subscription Support Service Units are available to you based upon the Resource Level utilized to perform the Subscription Support Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Management Specialist	4	4
Software Development Specialist	4	4
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

4. Utilization Procedure. Subscription Support Services will be provided during the Subscription Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Subscription Support Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Subscription Support Services covered by this Agreement or the Resource Levels acquired and available from an Order Schedule. Units unused upon the expiration of the Subscription Term on an Order Schedule are non-refundable. If Subscription Support Service requested by you, or completion of ongoing Subscription Support Services, will require Units in excess of the unused quantity available from the applicable Order Schedule, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

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5. Performance of Subscription Support Services. Subscription Support Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Subscription Support Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace at no charge. In either event (a) you will provide assistance as may be reasonably required for the performance of the Subscription Support Services; and (b) you acknowledge that the performance by CSA of Subscription Support Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third-party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

(a) Unless the "Bill with my Lease Payment" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Order Schedule is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Subscription Services until such payment has been made.

(b) If the "Finance through my Lease" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Subscription Support Services Order Schedule shall be financed by the Leasing Company through the applicable Lease, as provided herein, over the initial term of the applicable lease.

7. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Subscription Support Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Subscription Support Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

8. ADDITIONAL LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM SUBSCRIPTION SUPPORT SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBSCRIPTION SUPPORT SERVICES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SUBSCRIPTION SUPPORT SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS RIDER.

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RIDER E
MANAGED PRINT SERVICES

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER E ("Rider E") SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS. For purposes of this Rider E:

"MPS" shall mean the managed print services provided by CSA for Covered Printers pursuant to this Rider E, the General Terms applicable to this Rider E, the Customer Expectation Document and the Assessment and Licensing Agreement for MPS Services ("Assessment Agreement"), and all MPS Schedules and Fleet Exhibits issued hereunder.

"Printer" shall mean a desktop office machine designed to print text or pictures onto paper.

"Covered Printer" shall mean a Printer for which CSA agrees to provide MPS, which shall be listed on an applicable Fleet Exhibit and shall be deemed to be "Equipment" under the General Terms.

"MPS Schedule" shall mean the order form for MPS issued by CSA and executed by you.

"Fleet Exhibit" shall mean collectively Exhibit A (for Covered Printers receiving Premier Service), Exhibit A-MICR (for Covered Printers using MICR toner and receiving Premier Service), or Exhibit B (for Covered Printers receiving Standard Service).

"Fleet Adjustment Form" shall mean the form issued by CSA and executed by you to add or remove Covered Printers to or from the applicable Fleet Exhibit.

"Standard Service" shall mean MPS provided under the Standard Plan which solely includes provision of Toner Cartridges and monitoring services for those Covered Printers.

"Premier Services" shall mean MPS provided under the Premier Plan as described in Section 8 hereof.

"Maintenance Consumables" shall mean items provided by CSA to you to maintain a Covered Printer including maintenance kits, fuser kits, transfer belts, and drums, but excludes toner cartridges.

"Toner Cartridges" shall mean the toner provided by CSA specifically for a Covered Printer.

"Consumables" shall mean Maintenance Consumables and Toner Cartridges.

"DCA" shall mean the data collection agent as described in Section 5.d. hereof.

"Effective Date" shall mean the date the initial MPS Schedule is executed by you.

"Start Date" shall mean the date a Covered Printer is added to a Fleet Exhibit.

"Initial Term" shall mean the term of MPS set forth in the applicable MPS Schedule.

"Term" shall mean the Initial Term plus any extension or renewal thereof.

2. COMMENCEMENT/RENEWAL. You shall execute an MPS Schedule(s) issued by CSA which shall include an estimate of your Printer models and quantity of same, and the pricing based thereon. Upon your execution of an MPS Schedule, the Parties shall work in good faith to determine which Printers shall become Covered Printers in accordance with the terms of MPS. If the quantity and make up of models of Covered Printers changes during the Term from the original quantity and models listed on the MPS Schedule, CSA reserves the right to adjust the pricing accordingly. Covered Printers shall be listed on Exhibit A (for Covered Printers receiving Premier Service), Exhibit A-MICR (for Covered Printers using MICR toner and receiving Premier Service), or Exhibit B (for Covered Printers receiving Standard Service). Covered Printers shall be added and removed from the Fleet Exhibits pursuant to a Fleet Adjustment Form. A configuration page shall accompany all Covered Printers at the time they are added to the applicable Fleet Exhibit. Charges for a Covered Printer shall commence on the Start Date. MPS shall continue for the Initial Term. Upon mutual execution of an addendum to the applicable

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MPS Schedule prior to expiration of the Initial Term, MPS shall be extended for an additional term as noted on the applicable addendum.

- 3. CHARGES.** Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes and non-standard shipping fees shall be added to the charges. CSA reserves the right to increase the prices listed on any MPS Schedule and the Fleet Exhibit(s) thereto at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. Upon expiration of the Initial Term, charges shall be subject to an increase. If the Fleet Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Images and Per Image Charges noted on that MPS Schedule or corresponding Fleet Exhibit thereto shall apply to all of the Covered Printers on the MPS Schedule. If the Per Unit Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Images and the Per Image Charges for each Covered Printer thereon shall be reflected on the MPS Schedule or Fleet Exhibit thereto.

4. ASSESSMENT.

- a. Assessment Agreement. Subject to a separate Assessment Agreement ("Assessment Agreement") which shall be provided to you when you download the DCA, CSA either shall perform, or has performed, a network and system discovery analysis of your IT environment for which MPS are to be rendered. Pursuant to the Assessment Agreement, CSA has used the DCA to identify the components and conditions of your IT environment. CSA may perform an initial walkthrough of your location(s) covered under MPS, in which case you shall identify each networked and non-networked Printer to be covered under an MPS Schedule.
- b. Missing Printers. You are solely responsible for discovering and identifying the required information for all Printers to be covered under an MPS Schedule. Although the DCA may help discover Printers based on detection of activity, idle Printers and Printers with no network connection may not be detected during this discovery process. In the event you identify additional Printers which were excluded from the Fleet Exhibits, additional Printers can be added pursuant to the requirements of MPS using a Fleet Adjustment Form or submitting such request on-line within the myCSA website, along with a printed configuration page for each Printer added. The ending meter reading on the configuration page for each Covered Printer will be the start reading for MPS for such Covered Printer. If a previously unused Printer is added to a Fleet Exhibit, the start reading will zero. If you call for MPS or Consumables for Printers that are not Covered Printers, you will be informed such Printer is not covered since it does not appear in the CSA system.

5. COVERED PRINTERS. Covered Printers shall be added to the applicable Fleet Exhibit as follows:

- a. Fit for Service. Each Printer must meet the following Fit for Service ("Fit for Service") requirements to become a Covered Printer:

Prior to the start of a Printer being added to a Fleet Exhibit the following must be confirmed:

- i. Each Printer must have a minimum of 25% toner remaining in the cartridge.
- ii. Each Printer must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums, transfer kit, etc.).
- iii. Any Printer displaying a service or supplies alert (error codes, low consumables, etc.) or demonstrating a technical or performance issue (regardless of alert status) must have the condition corrected.
- iv. Any Printer with an image quality issue must have the condition corrected.

Any Covered Printer inadvertently placed on a Fleet Exhibit that does not meet the Fit for Service requirements must have the issues promptly remediated or the Covered Printer shall be removed from the Fleet Exhibit and MPS will no longer be provided for that Printer. You may contact CSA Customer Service to purchase the required Consumables and/or request a service call to remediate technical issues, so the Printer can qualify as a Covered Printer and added to the appropriate Fleet Exhibit.

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- b. Standard Plan and Premier Plans. CSA intends to provide MPS for your entire fleet of Printers, however certain models of Printers may not be eligible for Premier Services due to age, geographic location or other reasons determined by CSA. At CSA's discretion, Printers ineligible for Premier Services may be eligible for Standard Services and shall only receive toner cartridges and monitoring services. Each Covered Printer receiving Standard Services will be identified on Exhibit B. Premier Services are set forth in Section 8, which apply to the Covered Printers identified on Exhibit A or Exhibit A -MICR. The Parties may agree to add or remove Covered Printers from time to time during the Term through the use of the Fleet Adjustment Form.
- c. Configuration and Meter Reads. You shall provide CSA with a standard device configuration sheet showing the start meter reading for the Printer(s) when added to a Fleet Exhibit. Otherwise, CSA may compute a start reading for the Printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CSA. CSA shall automatically collect periodic meter readings from the Covered Printers using the DCA. If CSA does not receive timely meter readings from the DCA or alternatively from you through other means of communication, CSA will estimate the usage on Covered Printers utilizing predetermined average monthly volume information, which are based on CSA standard usage rates by model.
- d. Installation of DCA Software. CSA will work with your IT staff to perform the initial installation of the DCA for networked Printers. CSA will provide all technical support, updates and maintenance for the DCA. The DCA is initially installed on your network for connectivity to networked Printers. A local DCA program must be installed on individual networked computers in order to communicate with non-networked Printers. In CSA's sole discretion, CSA may assist your IT staff to push the local client version of the DCA software for use with any non-networked Printers. It is your responsibility to keep the DCA installed during the Term, including any reinstallation that may be required as a result of a change in your infrastructure or environment, such as when upgrading, replacing or repairing related computers or networks.
- e. Asset Tagging. Each Covered Printer may be tagged with a CSA service tag by a CSA representative. The tag shall include information identifying a Covered Printer, such as the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the Covered Printer during the Term. CSA may mail tags to you for placement on the Covered Printers for additions or remote locations.
- f. Changes. Additions or deletions to Covered Printers on a Fleet Exhibit are made by executing a Fleet Adjustment Form indicating the pertinent information on the specific Printers added or Covered Printers removed from the applicable Fleet Exhibit, or submitting such request on-line within the myCSA website. You must provide a printed configuration page from each added Printer or removed Covered Printer. Changes to the types and quantities of Covered Printers used to calculate pricing on the MPS Schedule may impact the Base Charge, Covered Images and Per Image Charges reflected on an MPS Schedule or the related Fleet Exhibits on a prospective basis.
- g. Unused Consumables. "Unused Consumables" are defined as the original items shipped to you, which:
 - i. were provided to the you by CSA
 - ii. are in the original box, which is unopened and undamaged
 - iii. the contents are sealed and undamaged
 - iv. are deemed resalable, in CSA's sole discretion
- h. Return of Unused Consumables and Restocking Fee. At the expiration or cancellation of the Term, or a significant reduction or change in the number and types of Covered Printers, you shall return all Unused Consumables as instructed by CSA at your expense to CSA within thirty (30) days. CSA may invoice you for any missing Unused Consumables at its standard retail price, and you agree to timely pay for same. A restocking fee of fifteen percent (15%) of CSA's standard retail

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price shall be charged for all Unused Consumables returned to CSA, unless the returned Unused Consumable is deemed defective or a restocking fee is prohibited by law.

- i. Shipping Fees. All Consumables will be shipped via UPS Ground or similar service from other carriers (standard shipping method). Charges for each shipment shall be your responsibility and will be billed accordingly. "Shipment" is defined as each delivery (regardless of carrier) with a unique transaction ID. You may also request shipments to be delivered via non-standard shipping methods including, but not limited to: rush, messenger service, overnight, etc. Non-standard shipping will be billed at a premium rate and shall be your responsibility.
- j. Consumables Availability. CSA shall use commercially reasonable efforts to procure Consumables for the Covered Printers. Covered Printers are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd party manufactured Toner Cartridges, as indicated on the applicable MPS Schedule, for exclusive use with the Printers specified on the related Fleet Exhibit. In the event OEM Toner Cartridges are no longer readily available (for any reason including discontinued by the manufacturer, restricted distribution, exhausted inventory, etc.) CSA shall, at its option, either (i) substitute OEM cartridges with compatible (3rd party) toner cartridges; (ii) substitute comparable printer(s) at your expense; or (iii) cancel the balance of any remaining term of the MPS contract for the affected Covered Printer(s) and refund the unearned portion of any prepaid charges associated with the affected Covered Printers. Maintenance Consumables may be OEM or manufactured by third parties, and if no longer available for any reason as set forth above, CSA shall have the option of (ii) or (iii) herein at its sole option. You shall bear all risk of loss for Consumables.

6. YOUR RESPONSIBILITIES. As a condition precedent to CSA's duties, You agree to comply with the terms of MPS herein, including but not limited to:

- a. The Printers shall meet the "Fit for Service" requirements outlined in Section 5.a. above and shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion.)
- b. You shall provide CSA with an accurate location and printed configuration page for each Covered Printer placed on a Fleet Exhibit. You shall notify CSA if you relocate any Printers from the address indicated on the Fleet Exhibits.
- c. You shall use only CSA approved parts and supplies for the Covered Printers.
- d. You shall have proper electrical and network connections and install and use CSA approved surge protector(s).
- e. You shall provide a key operator responsible for designated duties in the operator's manual and ensure that the proper Consumables are being installed and/or used correctly with the Covered Printers ("Key Operator").
- f. You are solely responsible for security of your electronic and other data.
- g. You must install and keep the DCA installed on your network for networked Covered Printers and locally for non-networked Covered Printers throughout the Term. If the DCA does not communicate with CSA for any reason, you agree to timely provide manual meter readings.
- h. You agree that CSA may use estimated meter readings if it does not receive timely meter reading(s) for any Covered Printer(s) for invoicing purposes, which you agree to pay.
- i. You shall utilize the Fleet Adjustment Form for adding Printers to, or deleting Covered Printers from the Fleet Exhibits.
- j. You acknowledge that CSA will only provide MPS for Covered Printers, and you will only use Consumables in and for the Covered Printer for which they were ordered.
- k. You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA.

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- i. If you relocates any Covered Printers, you must promptly notify CSA to ensure location information is accurate. You are responsible for de-installing and reinstalling all relocated Covered Printers including installation of the DCA in order to keep the Covered Printers communicating with CSA. Covered Printers relocated outside of CSA's servicing territory may not be eligible to continue to be a Covered Printer.
- j. The Customer Expectations Document and Assessment Agreement found at <https://ess.csa.canon.com/customerdocuments>.

7. TONER CARTRIDGES AND RECONCILIATION

- a. MPS pricing and included Toner Cartridges is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the Expected Print Volume ("EPV") minus the actual print volume reported. The $EPV = \text{actual number of cartridges shipped} \times \text{the toner yield per cartridge} \times 90\%$.
- b. You shall bear all risk of loss, theft or damage to Toner Cartridges, which shall remain CSA's property and any Unused Toner Cartridges shall be returned promptly as set forth in Section 5.h. above.
- c. If, during the first three (3) months of the initial term of any MPS Schedule, the assumptions used to develop the pricing and any related statement of work are found to be incorrect or misstated, the Parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges.

8. PREMIER SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 8 ONLY FOR THE COVERED PRINTERS LISTED ON EXHIBIT A OR EXHIBIT A MICR. SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.

8.1 COVERED SERVICES.

- a. CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Covered Printers in good working order in accordance with MPS and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- b. You shall afford CSA full, free and safe access to the Covered Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Covered Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Covered Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of the applicable MPS Schedule as to such Covered Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with MPS shall become the property of CSA and you disclaim any interest therein.

8.2 NON-COVERED SERVICE. You acknowledge that CSA shall not have obligations for the Covered Printers related to: i) overhauls and/or reconditioning; ii) user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Covered Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Covered Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than CSA providing Consumables) used or consumed in the normal operations of the Covered Printers ("Excluded Items"). The following services, and any other work beyond the scope of MPS, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any Maintenance Consumables, (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Covered Printers;

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the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; transportation of the Covered Printers; accident; use of the Covered Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Covered Printers; (d) repairs to or realignment of Covered Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Covered Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

9. ADDITIONAL EXCLUSION OF WARRANTIES. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE COVERED PRINTERS AND SOFTWARE (INCLUDING THE DCA OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA). YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MPS DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE COVERED PRINTERS, SOFTWARE, INCLUDING THE DCA OR OTHER METER COLLECTION METHODS.

10. TERMINATION. Should you terminate any MPS Schedule in whole or in part prior to the expiration of the Term other than for a material, uncured breach by CSA, and any terminated Covered Printer is not replaced with a device provided by CSA, you shall immediately pay to CSA all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges as set forth in Section 7 hereof. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training, parts, labor, and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either Party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of any MPS Schedule. You shall promptly return any Covered Printers, software or Consumables owned, controlled or licensed by CSA.

11. MISCELLANEOUS. MPS shall be binding upon you when you execute the initial MPS Schedule, and shall be binding upon CSA upon commencement of MPS. MPS contains the complete agreement between the Parties with regard to MPS and shall, as of the Effective Date thereof, supersede all other agreements, if any, between the Parties relating to the MPS. The Parties stipulate that neither of them has made any representation with respect to the subject matter of MPS or the execution and delivery hereof except such representation as are specifically set forth herein. MPS shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties. Headings are for convenience only and shall not be considered in the interpretation of MPS.

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RIDER F

LARGE FORMAT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER F SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Consumables" for purposes of this Rider F shall mean toner, developer, and/or inks.

"Equipment" for purposes of this Rider F shall mean, and only apply to Large Format models as identified in the definition of Large Format below.

"Software" for purposes of this Rider F shall mean, and only apply to software provided for use with or by Large Format models as identified in the definition of Large Format below.

"Large Format" for the purposes of this Rider F shall mean PlotWave, ColorWave, imagePROGRAF, Arizona, and Colorado Series hardware, software and accessories.

1.0 LARGE FORMAT MAINTENANCE / TERM / CHARGES.

- a) Maintenance, identified as "Standard Svc Contract" in the "Service Type" section of an Order Schedule when applicable, shall commence upon installation of the Equipment or, if Maintenance is not requested at the time of initial installation, upon certification by CSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.
- b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. If the Order Schedule indicates that Maintenance is provided with a Fixed Price Plan, charges for Maintenance shall not increase during the initial term; and if an Order Schedule indicates that Maintenance is provided with a Standard Price Plan, charges for Maintenance, or any component thereof, including supplies and other materials, are subject to an annual increase of up to ten percent (10%) per year as determined by CSA in its sole discretion. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date.
- c) (i) For the period from the Effective Date to the date that monthly (or quarterly) billing commences for the initial Base Charge Per Unit as set forth on the applicable Order Schedule ("Interim Period"), Customer shall pay CSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges ("Excess Usage Charges"). CSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively "Maintenance Service Charges") periodically as indicated in the Order Schedule. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CSA. Upon receipt of the actual meter reading, CSA shall adjust Customer's account as applicable. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON

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REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. In addition to Maintenance Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed in the Order Schedule. Upon written request, CSA can provide Customer a copy of a security white paper describing the Remote Software in more detail.

(ii) Unless otherwise set forth in an Order Schedule, Maintenance charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance charges as listed on the applicable Order Schedule are billed at the frequency noted on the Order Schedule. with Base Charge Per Unit (s) billed in advance and Excess Usage Charges billed in arrears. If Equipment is installed on other than the first of the month, then the period from the install date to the end of the month shall be the "Interim Period". Customer shall pay CSA an amount equal to the applicable Base Charge Per Unit divided by thirty (30) days and multiplied by the number of days in this Interim Period. Excess Usage Charges shall also be invoiced according to the meter reading for this Interim Period. If there are other invoicing requirements, this may result in a longer initial term. After the Interim Period, CSA shall invoice you at the frequency noted on the Order Schedule or, if specified, on a rolling 30-day basis for the number of months indicated on the Order Schedule. For purposes of clarity and by way of example only, if Equipment is installed on December 15th, billing for full calendar months with Interim Period shall be as follows: 12/15 -12/31, 1/1-1/31, 2/1-2/28, 3/1-3/31 and so on. Using the same installation date, rolling 30 day invoicing shall be as follows: 12/15-1/14, 1/15-2/14, 2/15 – 3/14, and so on.

1.1 COVERED SERVICE.

- a) CSA shall provide Customer: (i) CSA's standard preventive Maintenance services ("PM's") in accordance with CSA's standard policies, which includes labor, testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications (the length and frequency of periods of time required for preventive Maintenance will solely be determined by CSA); and (ii) firmware updates, including safety related updates to Software embedded in the Equipment as its operating system and engineering changes, as deemed necessary by CSA; all to be provided during CSA's standard business hours of Monday through Friday 8:30AM to 5:00PM, unless otherwise set forth in the Order Schedule. PMs without supplies shall be identified as "Service Only" in the Contract Type section when applicable. Service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service. PM's performed on weekends, holidays or between 5PM and 8:00 AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service.
- b) Customer shall: (i) if required by CSA, allow CSA to store reasonable quantities of Maintenance equipment and/or parts on Customer's premises; (ii) provide a suitable environment for the Equipment in accordance with manufacturer's requirements; (iii) report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (v) promptly inform CSA of any Equipment malfunctions or operating problems. CSA shall retain title to such Maintenance equipment and/or parts. Customer shall NOT interfere with the proper operation of the meter. The Equipment may not perform or produce output at expected quality levels if the environmental requirements are not maintained at all times, and,

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pursuant to Section 1.2, CSA is not responsible for repairs required due to Customer's failure to maintain such environment.

- c) If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue Maintenance for all Equipment until the hazard has been corrected. All defective parts replaced during Maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured.

1.2 NON-COVERED SERVICE.

- a) Customer acknowledges that CSA shall not have any obligation related to:
 - (i) provision and installation of optional retrofits;
 - (ii) enhancement of any feature of the Equipment;
 - (iii) services connected with Equipment relocation;
 - (iv) installation/removal of accessories, attachments, or other devices;
 - (v) exterior painting or refinishing of Equipment;
 - (vi) maintenance, installation, or removal of Equipment or devices not provided by CSA;
 - (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper;
 - (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
 - (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
 - (x) the use of paper or forms not in compliance with CSA's or the manufacturers specifications;
 - (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
 - (xii) services connected to neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications;
 - (xiii) repairs and services required due to Customer's failure to continuously provide a suitable ambient environment in accordance with CSA's requirements;
 - (xiv) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA;
 - (xv) use of inappropriate (or failure to appropriately use) Consumables or parts; or the use of expired Consumables;
 - (xvi) Maintenance or repair services performed by Customer or a third party without written authorization from CSA;
 - (xvii) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA, or;
 - (xviii) data security, hard drive removal.
- b) If, in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment. If repairs or replacements as set forth above are needed due to reasons listed above, CSA's prices to provide any repair or replacement shall be invoiced in accordance with CSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CSA reserves the right to decline to perform such services.

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- c) CSA may withdraw any item of Equipment or Software from Maintenance coverage (i) if such Equipment or Software has been removed from CSA's servicing area or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination.

1.3 ORDERING OF SUPPLIES AND OTHER MATERIALS.

Customer orders for Consumables, staples, field replaceable units, expendables or any other supplies or materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. If Customer requests an emergency shipment of supplies, CSA will ship the supplies at its earliest feasible opportunity. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

CSA recommends that Customer place a Consumable replenishment order for one (1) month of production quantity when on-site stock of such Consumable falls below four (4) weeks of inventory. Consumables are not returnable. Inks and toners have shelf lives that vary by product. Expiration dates, if any, are printed on the container. CSA's fulfillment of Consumable orders will be based on maximum Customer inventory levels. CSA may delay shipment of Consumables ordered by Customer in cases where the on-site Consumables inventory exceeds the maximum level of eight (8) weeks of production quantity. To effectively manage Consumables' shelf lives and avoid obsolescence, Customer shall manage Consumables by applicable expiration dates, using oldest Consumables first.

1.4 SOFTWARE SUPPORT; MODIFICATIONS.

CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support.

1.5 SOFTWARE REVISIONS.

CSA will make Software revisions available at no charge for Software deemed by CSA as "current" release versions to Customers covered under an active CSA software Maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). New functionality may be available with Dot Releases and will be offered to Customers at an additional cost. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

1.6 NEW SOFTWARE RELEASES.

CSA will make "new" Software releases available to Customers covered under an active CSA software Maintenance contract at an additional cost. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1. xx >v2.xx>v3.xx etc.) ("Version

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Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

1.7 ITEMS NOT COVERED UNDER SOFTWARE SUPPORT. Support does not include:

- a. administration of servers or database products;
- b. support of Software installed on equipment using "beta" or operating systems not supported by CSA;
- c. resolution of network errors not directly related to Software;
- d. installation, setup or support of third-party products not supported by CSA or software not acquired from CSA; or
- e. updates, upgrades and new releases or versions of third-party products sold with or used in conjunction with CSA Software.

1.8 CUSTOMER SOFTWARE RESPONSIBILITIES.

It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

1.9 SOFTWARE HELP DESK SUPPORT (not applicable to CSA products under 7x24 service coverage)

If Customer purchases "Remote Help Desk Support", then the following terms are applicable:

- a. CSA provides Remote Help Desk Support via telephone, to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM ET, excluding CSA holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.
- b. CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

1.10 SOFTWARE LICENSE

- a. CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the documentation in support of Customer's authorized use of the Software for the time period set forth in the Order Schedule or, if no time period is set forth in the Order Schedule, until the Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Order Schedule may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the

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Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

- b. Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or documentation to any third party and shall secure and protect them from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Customer may disclose the Software and documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may make one copy of the Software in machine readable form for backup and archival purposes as may be necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for purposes of the Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in the Agreement.

2.0 EDUCATIONAL SERVICES SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EDUCATIONAL SERVICES, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.
- b) Standard CSA rates apply. CSA rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c) Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.

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- d) Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or Software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e) Cancellation/Rescheduling. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, and the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

3.0 EASYPAC II PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EASYPAC II, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the EasyPac II TDS Black Toner/ PlotWave Black Toner/ ColorWave Toner Pearls Carton Program, identified as "EasyPacII" in the "Contract Type" section on an Order Schedule when applicable.
- "Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of black toner to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "Supplies" means: (i) for PlotWave Equipment, Black Toner; (ii) for ColorWave Equipment, TonerPearls® cartons.
- "Supplies Entitlement" means: in connection with the ColorWave Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule

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- "SmartClick™" means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- b) **SUPPLIES PROGRAM.** So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA at an additional cost to Customer.
- c) **SUPPLIES SHIPMENT.** For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. For ColorWave Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartons.
- d) **PRICING.** For PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- e) **For Colorwave Equipment – SmartClick Plan:** This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.
- f) **TERM.** The term of the Program shall be conterminous with that of the applicable Order Schedule.

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- g) MISCELLANEOUS. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Program solely for its own internal use and not for resale. CSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

4.0 OPTIMIZE.IT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES OPTIMIZE.IT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

"Optimize.IT Program" means the Optimize.IT PlotWave Black Toner/ ColorWave Toner Pearls Carton Program.

"Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of CSA Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or an applicable Order Schedule.

"Supplies" means: (i) for PlotWave® Equipment, Black Toner and developer; (ii) for ColorWave Equipment, TonerPearls® cartons.

"Supplies Entitlement" means: in connection with ColorWave Equipment, the amount of TonerPearls Cartons to which Customer is entitled as set forth in the applicable Order Schedule.

"Allowance" means: in connection with the PlotWave® / ColorWave Equipment, the square footage included in each Excess Per Image Charge billing period on the applicable Order Schedule.

- b) OPTIMIZE.IT PROGRAM. So long as Customer is not in default, this Supplies program entitles Customer to the fixed amount of genuine Canon Supplies as set forth in an applicable Order Schedule, on a scheduled or entitlement basis, during the term of the Agreement. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave Equipment will be shipped to the ship to address set forth in the Agreement on a scheduled basis during the term of the Agreement. Supplies for ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Changes to this Supplies program are valid only upon execution of a new OPTIMIZE.IT Program amendment.

c) SUPPLIES SHIPMENT.

- (i) For PlotWave Equipment, and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of supplies is equal to one carton of Black Toner. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess Meter Charge. The Minimum Periodic Payment and Excess Usage Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval,

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which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

- (ii) For ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies over the fixed contract quantity are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess SmartClick Charge. The minimum periodic payment and excess SmartClick charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- (iii) For ColorWave Equipment – Square Foot Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- d) EXCESS CHARGES. CSA shall periodically invoice Excess Usage Charges and other usage fees ("Service Charges"). In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), fifty percent (50%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) TERM. The term of the Optimize.IT Program shall be coterminous with the term of the applicable Lease.
- f) MISCELLANEOUS. Customers will be charged for all shipping and handling charges associated with expedited shipments, emergency shipments, and special delivery of any order(s) for Supplies. Damaged or short toner or TonerPearls cartons must be noted on the carrier copy of the delivery receipt and reported to Imaging Supplies Customer Service within three (3) business days of delivery in order to obtain credit. Customer is responsible for freight charges associated with returned toner or TonerPearls cartons due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under the Agreement are for Customer's use only on equipment and may not be resold, traded or otherwise transferred to any third party without the prior written consent of CSA. CSA reserves the right not to ship product for any reason.

5.0 ARIZONA MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

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- a) If Customer has purchased Maintenance and such Maintenance is marked on the Order Schedule, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period defined on the Order Schedule until the effective date of termination.
- b) The following consumable items for the Arizona Series are excluded from Maintenance and the warranty:
 - (i) Printheads (unless otherwise set forth on the Order Schedule)
 - (ii) Table Vacuum Overlays
 - (iii) UV Lamps & Lamp Filters (except for the Arizona 1300 Series which includes UV Lamps)
 - (iv) Ink Filters

6.0 ARIZONA PREMIA CLASS RECONDITIONED EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA PREMIA CLASS RECONDITIONED EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) Products shipped hereunder, unless otherwise specifically set forth in the Order Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used or Reconditioned. "Reconditioned" means Equipment previously used by a CSA customer which has been tested to ensure full functionality, print quality and reliability to specifications by CSA service technicians. This process involves the installation of new parts and may also include the installation of used parts at CSA's discretion. Reconditioned Equipment may have minor cosmetic blemishes or other imperfections.
- b) With respect to Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician.

7.0 COLORADO MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES COLORADO SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement:
 - (i) Colorado 16xx Knife
 - (ii) Take Up Spindle
 - (iii) Unwind Spindle
- b) **PRINthead INCLUDED CONTRACTS.** If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CSA's calibration material due to misdirected or blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CSA determines during

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the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media. For the avoidance of doubt, CSA provides no protection or other coverage of a printhead after its warranty period unless Customer chooses the Printhead Included contract.

8.0 COLORADO EZ PRINT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORADO EZ PRINT PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) Technology Upgrade. For any lease program that is 48 months or longer, Customer will have the option to upgrade to an updated version of Equipment, on any regularly-scheduled Lease Payment date commencing with twelve (12) or less months remaining in the lease contract, subject to sixty (60) days prior written notice to CSA. Customer shall return any and all Equipment to CSA as required to facilitate the Technology Upgrade and will do so in accordance with the terms and conditions of the Agreement.
- b) Service and Supplies. Equipment Service, ink, and print heads are included in the program at no additional charge. Unused Printheads and Inks are the property of CSA and will be returned at the end of the Agreement. Supplies do not include Air Filters, Integrated Knife Assembly, Maintenance Trays, Feed Media Shaft and Take-Up Media Shaft.
- c) Supplies shall be ordered by Customer when needed, and CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon the Equipment's consumption as indicated through the ORS Software and subject to CSA's approval, which shall not be unreasonably withheld. Supplies can only be used for the Equipment listed on the Order Schedule, and CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used solely in the Colorado Equipment set forth on the Order Schedule. This Supplies program does not include media (paper/film/vellum). Reconciliation for overuse of Consumables/Supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation and will be calculated based on coverage/use.
- d) In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), one hundred percent (100%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) Replacement of Print Heads during the term of this program shall solely be determined by CSA and, or a CSA authorized service technician.
- f) ORS Software Requirement. The Equipment contains ORS software that allows CSA to access the Equipment remotely ("Remote Software"). Customer authorizes CSA to use the Remote Software to (i) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (ii) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement.

9.0 COLORWAVE TONER BUNDLE PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORWAVE TONER BUNDLE PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) Definitions
 - "ColorWave Program" means the ColorWave® Equipment Toner Pearls Cartridge Supplies Program, which shall be identified as "Toner Bundle" in the Contract Type section of an Order Schedule when applicable.

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- "Supplies" means TonerPearls® cartridges.
 - "Supplies Entitlement" means the number of units of TonerPearls cartridges to which Customer is entitled as set forth in the Order Schedule.
- b) ColorWave Program. So long as Customer is not in default, the ColorWave Program entitles Customer to the fixed amount of genuine Supplies set forth in the Order Schedule on an entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Supplies may be used solely with the ColorWave Equipment set forth on the Order Schedule. Supplies will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Any additional Supplies that are required beyond the Supplies Entitlement can be ordered directly from CSA at additional cost to Customer.
- c) Pricing. This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- d) Term. The ColorWave Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under the Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term.
- e) Miscellaneous. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Agreement via Order Schedule and/or amendment solely for its own internal use and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user or if CSA reasonably believes Supplies are not being used solely with the ColorWave Equipment set forth on the Order Schedule.
- f) Returns. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization ("RMA") is required prior to any return.

10.0 PROCUT EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES PROCUT EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a. Definitions:

- "Base Machine" means each model of the following: ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- "Consumable Parts" means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.

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- "ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
 - "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the ProCut Equipment service specifications.
 - "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.
- b) **WARRANTY.** CSA shall provide the limited warranty set forth in the General Terms for the term of the warranty as set forth below.
- c) **TERM and EXCLUSIONS.** The terms set forth in this Section 10.0 (c) shall apply solely to the ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation, and the warranty period for modules and tool inserts (as identified below) set forth in any Order Schedule shall be six (6) months from the date of installation. During the applicable warranty period for the ProCut Equipment, CSA shall provide Service for the ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

The six (6) month warranty period noted above only applies to modules & tool inserts with the following descriptions/purposes:

Routing Modules
Universal Module
Driven Rotary Tool
Oscillating Cutting Tools
Milling Spindles
Creasing Tools
Kiss-Cutting Tool
V-Cut Tool
Universal Drawing Tool with pen
Universal Cutting Tool

- d) **POST-WARRANTY PROCUT EQUIPMENT SERVICE.** Upon expiration of the warranty period set forth herein, Customer may purchase Maintenance from CSA for the Base Machine by signing CSA's then-current Maintenance Agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth above.

11.0 TC4 SCANNER MODEL TERMS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES TC4 SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

The following consumable items for the TC4 Scanner are excluded from Maintenance and the warranty set forth in the Agreement:

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<u>Consumable Item</u>	<u>Item Number</u>
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

12. CONTEX IQ QUATTRO SCANNER MODELS SUPPLEMENTAL TERMS. THE CUSTOMER'S ORDER SCHEDULE REFERENCES CONTEX IQ QUATTRO SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

The following consumable items for the Contex iQ Quattro 4400 Series Scanners are excluded from Maintenance and the warranty set forth in the Agreement:

<u>Consumable Item</u>	<u>Item Number</u>
Calibration Sheet	7100021247
Glass Platen	7100021248

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1. Introduction

This Customer Expectations Document is designed to provide details related to the Canon Solutions America, Inc. ("CSA") managed print services ("MPS") Program and to answer commonly asked questions. You have either executed an "MPS Agreement", which is a standalone agreement used when CSA is providing MPS only; or have registered as a CSA customer to purchase other products and services, including MPS, and executed the applicable documents, including a Master Sales and Services Agreement with an assigned a common number for products and services you purchase from CSA along with CSA's form of order, an "MPS Order Schedule". Both the MPS Agreement and the MPS Order Schedule incorporate the General Terms and MPS Terms (Rider E) found at ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS.

For the purposes of this Customer Expectation Document, "MPS" shall mean the managed print services provided by CSA under either the MPS Agreement or the MPS Order Schedule. Unless specifically defined herein, capitalized terms shall have the same meaning as in the General Terms and Rider E.

2. Program Objectives

MPS is designed to help organizations achieve business efficiencies and cost savings through better management and administration of print environments. CSA's unique consulting process contemplates collaboration with our customers to identify areas for print optimization, increased productivity, and cost savings. Critical to this process is the availability of print volume data from all sources within the print enterprise. The success of MPS is dependent on uninterrupted communication with the printers or alternative sources of data capture in order for CSA to perform the services and provide accurate and timely billing.

3. Initial Contract Set-up

Please see Rider E as to the Effective Date of MPS, when a "Printer" becomes a "Covered Printer" under MPS and the Fit for Service requirements therefore, the Term, use of a Date Collection Agent for information on your fleet of Printers, and supplies and services therefore, types of MPS (Premier vs. Standard"), as well and other contractual provisions.

4. Ordering Procedures. If you have not received an auto shipment of Toner Cartridges or require Covered Services under the Premier Plan, or require Toner Cartridges under the Standard Plan, or are in need of additional products or services:

a. Toner Cartridges

Toner Cartridges may be ordered from CSA by either calling our Customer Service order desk at 1-800-355-1385 or by placing an on-line order at the myCSA site. Customers who wish to use the myCSA site must first register at www.csa.canon.com and select the myCSA icon on the home page. Customers will be asked to provide the related serial # or asset tag # located on the asset tag placed on the Covered Printer, or on its serial number plate. The maximum Toner Cartridge order is limited to one (1) cartridge per Covered Printer serial #. CSA Reserves the right to limit Toner Cartridge shipments based upon print volume/utilization. CSA may charge you a supply delivery fee to cover the cost of shipping Consumables to you.

MPS does not contemplate the provision of "shelf stock" at Customer locations. Customers that require extra Toner Cartridges stored onsite, may purchase shelf stock by contacting CSA Customer Service (see Section 5 below).

b. Service Calls

Requests for services may be placed by either calling CSA's Dispatch Center at 1-800-466-1750 or by placing a service request on-line within the myCSA site. Service response time for all Covered Printers is next business day ("NBD"). Service requests received prior to 3:00 p.m. local time qualify as NBD; those received after will be moved to the following business day.

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5. Customer Service

For any questions or contract changes, please reference the following contact information:

Email: MDSUPPORT@csa.canon.com

Phone: 1-800-355-1385

6. Toner Cartridge Usage Reconciliation

The following is an explanation of Toner Cartridge usage reconciliation policy found in Section 7(a) of Rider E. MPS includes replenishment of Toner Cartridges based upon toner average page coverage of 5% for black toner and 20% for color toner. Customers who print images with more toner average coverage should expect to pay additional charges. Toner Cartridge yield associated with "Unused Toner Cartridges" purchased from CSA for purposes of "shelf stock" may be considered during Toner Cartridge reconciliation when the Actual Print Volume exceeds the CSA Expected Print Volume. Toner Cartridge usage reconciliation is done separately for black toner, color toner, and MICR toner. Please see the reconciliation example below:

Toner Manufacturer Yield per Cartridge	3,000
# of Cartridges shipped to Customer *	<u>x 10</u>
Manufacturer Expected Print Volume	30,000
Extra 10% provided by CSA	<u>- 3,000</u>
CSA Expected Print Volume	27,000
Actual Print Volume	- <u>25,500</u>
Volume Reconciliation	1,500
Price per Page	<u>x \$.0200</u>
Toner Usage Reconciliation Charge	\$30.00

* Certain cartridges for the same models may contain different manufacturer yields.

7. Quarterly Review Process

Customers are entitled to a quarterly review discussion to review expectations, charges, print volume data and recommendations for further optimization of the print environment. Reviews shall be scheduled upon Customer's request at times acceptable to the parties.

8. End of Term Process

The Customer must return unused Toner Cartridges within 30 days of the end of term and CSA shall adjust the number of Toner Cartridges shipped for the purpose of computing the final Toner Cartridge reconciliation described above accordingly. Customer shall also return all unopened Maintenance Consumables.

Customers must contact the CSA Customer Service center at 1-800-355-1385 to obtain return instructions and return authorization # prior to mailing the returned Consumables back to CSA. In the event CSA is unable to obtain a final meter reading from the DCA or other reasonable means, CSA will estimate the final meter reading using Customer volume history or utilizing the CSA standard usage rates by model.

9. DCA Software & Technical Requirements

CSA must utilize data collection software to provide services under this agreement. CSA is responsible to maintain the software, provide updates when necessary, and assist with the initial installation as necessary. The detailed technical information with respect to the Data Collection Agent (DCA) is as follows:

The DCA collects usage data on Printers from predefined Management Information Bases ("MIBs"), using Simple Network Management Protocol ("SNMP"). For greater security, the DCA initiates communication solely with the

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CSA Data Repository. Communication sessions are conducted via HTTPS (port 443), the universal standard in secure transactions. The DCA sends and receives data in a single hourly session.

CSA does not provide root access or local edit access to the DCA and CSA does not permit scripts to be run against the DCA.

Customers must provide the following technical information in conjunction with the implementation of the CSA Managed Print Services program. This information is required specifically for the expressed purposes of configuration and implementation the DCA.

INFORMATION

DCA Server (must be able to access all subnets with devices under contract)

- Hostname
- IP Address
- Default Gateway
- Fully Qualified Domain Name
- DNS Server (primary and secondary)
- Subnet Mask

Network

- Subnet Range(s)

Proxy (if applicable)

- Proxy Name
- Port Number
- Username / Password (if required)

SNMP

- Public (READ)
- Any non-public SNMP community strings

CONFIGURATION

In addition to the information above to function properly, the DCA requires the following network configuration

- Port 80 TCP (outbound access)
- Port 443 TCP (outbound access)
- SNMP (access to all subnets with devices on contract) Port 161 UDP (access to all subnets with devices on contract)

ADDITIONAL PORTS REQUIRED FOR MDS CLOUD CC AGENT

- ☐ Port 427 UDP (outbound access)
- ☐ Port 47545 UDP (outbound access) (Canon Devices)
- ☐ Port 47546 TCP (outbound access) (Canon Devices)
- ☐ Port 9007 TCP (outbound access) (Canon Devices)
- ☐ Port 50700 UDP (inbound access) (Canon Device event notifications)
- ☐ Port 11427 UDP (inbound access) (Canon Device power status notifications)
- ☐ Port 44301 TCP (inbound access) (Open CC Agent dashboard on network)

HARDWARE

- Hardware: Non-dedicated server powered on 24 hours a day, 7 days a week
- Network Card: 100mbit or higher
- RAM 512 MB or higher
- Internet connected browser

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ADDITIONAL HARDWARE REQUIRED FOR MDS CLOUD CC AGENT

- ☐ Dual Core CPU 2.0GHz or faster
- ☐ RAM 4GB or more Recommended 8GB or more
- ☐ Available Storage 8GB or more Recommended 35GB or more

SOFTWARE

Computers where the DCA will be installed must meet the following software requirements:

- Windows 7, 8, 10, Server 2008 R2, Server 2012, Server 2016 or higher and .NET Framework 3.5 SP1 Including .NET 3.0 and 2.0 Feature enabled

Virtualization software support: The following virtualization software will support the installation:

- Microsoft Virtual Server 2005
- VMware GSX

ADDITIONAL SOFTWARE REQUIRED FOR MDS CLOUD CC AGENT

- ☐ Virtual Environments:
 - VMware vSphere v6.0/v6.5
 - Microsoft Hyper-V: Windows Server 2008 R2/Server 2012/Server 2012 R2
- ☐ .NET Framework 4.5.2 or higher: <https://www.microsoft.com/en-US/download/details.aspx?id=42643>
- ☐ IIS 10.0 Express: <https://www.microsoft.com/en-us/download/details.aspx?id=48264>
- ☐ SQL Server Express 2014 SP2 or higher: <https://www.microsoft.com/en-US/download/details.aspx?id=53167>

COLLECTION INTERVALS FOR MDS CLOUD CC AGENT

- ☐ Errors and alerts – Every 5 minutes while not in sleep mode
- ☐ Consumable Supplies (Toner & Paper levels) – Every 60 minutes while not in sleep mode
- ☐ Counters – Every 8 hours

DATA TRANSMISSION

The DCA transmits small amounts of data to the central server. This data includes only statistical and alert condition information. NO IMAGE DATA IS TRANSMITTED. The following data estimates are provided to assist in the assessment of network impact.

- DCA scan, blank IP: 5.2KB
- DCA scan, 1 printer: 7.2KB
- DCA scan, 1 printer, 254 local IP addresses: 96KB
- DCA scan, network of 15 printers, 254 local IP addresses: 125KB

ASSESSMENT AND LICENSING AGREEMENT FOR MANAGED PRINT SERVICES

By clicking "I Agree" you are manifesting your assent to these terms and conditions. In any event, use of the Analysis Services or Analysis Software shall imply acceptance of this Agreement.

This Assessment Agreement ("Agreement") for Managed Print Services ("MPS") sets forth the conditions upon which Canon Solutions America, Inc. ("CSA") will provide you with the Analysis Services set forth hereinafter. To conduct the Analysis Services, CSA will deploy certain Analysis Software on your network which are discovery tools to analyze your printing activities as set forth hereinafter.

CSA's provision of the Analysis Services and Analysis Software is conditioned upon your acceptance of, and compliance with this Agreement. By entering into this Agreement you represent and warrant that you are over the age of eighteen (18) and possess the legal capacity to bind yourself to its terms and conditions. If you are entering into this Agreement on behalf of a business organization or entity ("Company"), you represent and warrant that you are duly authorized to bind the Company to this Agreement. If you do not have the legal authority to bind the Company or you do not agree with the terms and conditions of this Agreement, do not accept this Agreement, and do not use the Analysis Services or Analysis Software.

Should you have already executed with CSA either an "MPS Agreement" which is a standalone agreement used when CSA is providing MPS only; or have registered as a CSA customer to purchase other products and services, including MPS, and executed the applicable documents, including a Master Sales and Services Agreement with an assigned a common number for products and services you purchase from CSA along with CSA's form of order, a "MPS Order Schedule", and either such document pertains to Printers (as defined below) the terms of the MPS Agreement or MPS Order Schedule are incorporated therein. Should you have not yet executed such an agreement, the General Terms and terms of Rider E found at ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS ("Customer Portal") are incorporated herein. To the extent the terms of this Agreement conflict with the terms of the MPS Agreement, the MPS Order Schedule or the Customer Portal, the terms of this Agreement shall control.

By accepting the terms of this Agreement, you expressly agree to the collection, use, and disclosure of data as set forth in this Agreement and the CSA Privacy and Cookies Policies which you can find on the Customer Portal.

You may wish to save a copy of this Assessment Agreement for your records. In any event CSA may, in its sole discretion, modify or update this Agreement from time to time, so you should periodically review this page which you can find in the Customer Portal.

The parties hereby agree as follows:

1. SERVICES: CSA will perform an analysis of your print environment to include your devices ("Printers"), print volumes and related costs (the "Analysis Services"). To conduct the Analysis Services, CSA will deploy certain discovery tools to analyze your printing activity. You acknowledge that (i) the Analysis Services are provided through the use of Analysis Software (as hereinafter defined) which captures printing activity covered by such services, (ii) these Analysis Services provide no intervention or corrective services, (iii) the Analysis Software may not be able to detect, analyze or report on all components and conditions that may exist in your IT environment, and (iv) the Analysis Services are advisory in nature and no results are assured or guaranteed. The Analysis Services will be performed during CSA's local business hours, which are from 9:00 A.M - 5:00 P.M. (excluding national holidays), except for any automated monitoring, Monday through Friday, which CSA may, as needed, continue outside normal service hours.

2. ANALYSIS SOFTWARE: To provide the Analysis Services, CSA uses certain software tools (the "Analysis Software"). The Analysis Software is subject to the terms of its End User License Agreement, which shall control as to the matters contained therein, and should be provided to you as part of your MPS registration process or if requested. CSA intends to use Analysis Software to provide MPS to you pursuant to a separate

agreement between the parties (the “MPS Agreement”). YOU AGREE TO INSTALL OR PERMIT CSA TO INSTALL THE ANALYSIS SOFTWARE ON YOUR IT NETWORK, AND YOU AGREE TO PROVIDE ALL ASSISTANCE AND COOPERATION NECESSARY FOR PURPOSES THEREOF. Use of the Analysis Software is solely for the purpose of CSA providing the Analysis Services and MPS. Except upon CSA’s prior written consent, you may not assign, sublicense, market, distribute, or transfer the Analysis Software to any third party, you may not decompile, reverse engineer, disassemble or otherwise reduce the code of the Analysis Software to human readable form, and YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE OR LOAN THE ANALYSIS SOFTWARE OR CREATE DERIVATIVE WORKS BASED ON THE ANALYSIS SOFTWARE. You acknowledge that the Analysis Software is the confidential property of the licensor and may be subject to license limitations in addition to those set forth herein. You may not modify, remove or delete any copyright notice of CSA or an affiliate thereof or its licensors contained in the Analysis Software, including any copy thereof. CSA and its affiliates and their licensors, as applicable, retain in all respects the title, ownership and intellectual property rights in and to the Analysis Software, and except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted to you for any intellectual property of CSA, its affiliates and their licensors.

3. TERMINATION OF SERVICES: Either party may terminate the Analysis Services at any time for any reason, and as the Analysis Services will be provided to you without any fees or charges, nothing herein shall be construed as obligating CSA to deliver to you any deliverables as a result thereof. Upon termination or completion of the Analysis Services, you will cooperate with CSA to remove and/or deactivate as directed by CSA any Analysis Software. Your obligations under this Agreement shall survive any MPS Agreement which may hereafter be entered into between you and CSA.

4. CONFIDENTIALITY: You recognize that in the course of CSA performing the Analysis Services, you may have access to confidential and proprietary information, trade secrets concerning the Analysis Software, other discovery methods, and CSA’s operations, including, without limitation, its technology and monitoring methodology, (collectively referred to as “CSA Confidential Information”). You agree to maintain CSA Confidential Information as “confidential” and “proprietary” and not to disclose same to any third party without CSA’s prior written consent.

5. ACKNOWLEDGMENT: YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND CSA CONCERNING THE ANALYSIS SERVICES AND ANALYSIS SOFTWARE AND UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN, SUPERSEDE ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, ANY PREVIOUS OR SUBSEQUENT CLICKTHROUGH AGREEMENTS REGARDING THE SUBJECT MATTER HEREOF, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND CSA RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.



RIDER G MASTER LEASE TERMS

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

CFS -1133 (05/22)

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date; and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN,

AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such

personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

14. PURCHASE OPTION: A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.

Canon Solutions America, Inc.
Master Sales and Printer Services Agreement
Rider H



RIDER H HOME OFFICE PRINT-AS-A-SERVICE PROGRAM

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER H SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. SUBSCRIPTION PRINTER SERVICES.

(a) This Rider H modifies the terms of the Agreement whereby CSA will provide a printer(s) set forth on the related Order Schedule ("Printer"), Printer Support and the Supply Inclusive Program, both as defined below for each such Printer (all collectively "Printer Services" for purposes of this Rider) for the Initial Term set forth in the Order Schedule ("Initial Term"). Printers will be either "Color Printers" or "B/W Printers" as designated on the Order Schedule. You agree that CSA will provide the Printer Services at the Ship to Location(s) on the Order Schedule ("Location"), and you shall not relocate any Printer from its Ship to Location without CSA's consent. You further agree to accept and pay the number of periodic payments ("Charges") for the Printer Services for the Term as set forth in the Order Schedule. The Printer Services shall be provided pursuant to the Agreement as modified by this Rider H, and the terms of service and/or end user license agreement for the Printer Services. Printer Services shall be considered "Listed Items" under the Agreement. Title to the Printers shall remain with CSA or its assignee, and you shall be responsible for risk of loss or damage to any Printer upon delivery and until it is returned to CSA or its assignee. You acknowledge and agree that CSA may transfer title to the Printers and assign its rights to invoice and collect the Charges and any associated fees to its affiliate, Canon Financial Services, Inc. ("CFS") or its assignee, and you agree to timely make such payments to CFS. Except as aforesaid, CFS does not and shall not assume any obligations under this Agreement.

(b) Printer(s) shall be shipped to the Location(s) of your employees or agents ("Users"). You acknowledge that you have the requisite authority to permit shipment to the Ship To Address. The Printer shall be unpacked and set up by the User. The shipping carton and packing materials should be retained by the User for return of the Printer to CSA or its assignee. Users may access information concerning the Printer Services and their responsibilities at <https://csa.canon.com/printasaservice>.

2. RENEWAL.

(a) Notice Not to Renew. You shall be sent ninety (90) days advance written notice that the Printer Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"). You must provide written notice to CFS not to renew the Printer Services in part or in total within 30 days prior to the end of the Initial Term or each Renewal Term. Notice of non-renewal must be sent by email to customer@cfs.canon.com, or by certified mail or overnight courier to P.O. Box 5008, Mt. Laurel, NJ 08054 Attn: Customer Service.

(b) All Other Notices. Other than notices not to renew set forth on 2(a) above, all other notices hereunder must be in writing detailing all issues, and must be sent to CSA by email to customercare@csa.canon.com, or by certified mail or overnight courier to 300 Commerce Square Blvd., Burlington, New Jersey 08016 Attn: Customer Service, with a copy of any notice of default, breach, request for indemnity, or any other demand or claim against CSA or CFS, by email to legal@csa.canon.com or by certified mail or overnight courier to Senior Vice President, Legal Department, Canon Solutions America, Inc., One Canon Park, Melville, New York, 11747.

(c) The Initial Term and Renewal Term collectively the "Term". During each Renewal Term you shall receive the Printer Support and Printer Supplies as set forth below.

Canon Solutions America, Inc.
Master Sales and Printer Services Agreement
Rider H



(d) Upon expiration of the Term, you agree to return the Printer as instructed by CSA. CSA may increase pricing during each Renewal Term and may cancel Printer Services during any Renewal Term upon written notice to you, in which case CSA will refund any unearned charges for the balance of the Renewal Term to you.

3. DEFAULT. You shall be in default if you fail to make prompt payment of the Charges within 30 days of the invoice date. CSA may withhold Printer Services in whole or in part until any delinquent payment is received by CSA. CSA may terminate Printer Services in whole or in part upon your default with thirty (30) days' notice to you, unless such default is cured by you within the thirty (30) day period. In the event of your default, you shall promptly return the Printer as instructed by CSA; and CSA may, in its sole discretion and without limiting its other rights and remedies available under applicable law, require you to pay all payments then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the periodic payments of the Charges owed for the Term or Renewal Term. Should you fail or refuse to promptly return the Printer as required by Sections 2(d) or 3, you agree to pay a Charge equal to the fair market value of the Printer, as determined by CSA. You agree that such Charges are reasonable liquidated damages for loss of bargain and not a penalty.

4. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that the Printer Services will not be used for personal, family or household purposes.

5. PRINTER SUPPORT. You or the User may obtain Printer Support by calling 1-800-OK-CANON (652-2666) using the Printer serial number. Unless otherwise set forth on the Order Schedule,

Color Printer(s) include a three year warranty from Canon, USA, Inc. ("CUSA") which can be found at <https://www.usa.canon.com/internet/portal/us/home/support/details/printers/megatank-inkjet-printers/all-megatank-inkjet-printers/maxify-gx6020/maxify-gx6020-wireless-megatank-small-office-all-in-one-printer?tab=warranty>; and

B/W Printer(s) include a two year warranty from CUSA which can be found at <https://downloads.canon.com/warranty/Warranty-imageCLASS-Exchange-Carryin-2years.pdf> (each a "Warranty").

For the 3rd year of the Initial Term for B/W Printers and each annual Renewal Term for both Color Printers and B/W Printers, Services for the Printers are provided in accordance with eCarePAK Extended Service Plan (the "eCarePAK") provided by CUSA which can be found at <https://shop.usa.canon.com/shop/en/catalog/ecarepak-terms>.

CSA will automatically register you for both the Warranty and the eCarePAK. The terms of the Warranty and eCarePak are incorporated into this Rider and shall solely govern as to the matters contained therein. No other Maintenance terms shall apply to the Printers.

6. SUPPLY INCLUSIVE PROGRAM.

(a) The Printer Services includes replenishment of toner or ink cartridges and drum(s) or maintenance cartridges (collectively "Printer Supplies") for each Printer are as follows (the "Printer Plans"):

If "Standard Plan" is indicated on the Order Schedule for the Printer, two (2) toner cartridges and one (1) drum shall be delivered with the Printer. Thereafter you may order up to four (4) toner cartridges during the Initial Term which are included with the Standard Plan. You will also receive two (2) toner cartridge for each year of the Renewal Term.

If "Plus Plan" is indicated on the Order Schedule for the Printer, two (2) toner cartridges and one (1) drum shall be delivered with the Printer. Thereafter you may order up to nine (9) toner cartridges and one (1) drum during the Initial Term which are included with the Plus Plan. You may also order up to four (4) toner cartridge and one drum for each year of the Renewal Term.

Canon Solutions America, Inc.
Master Sales and Printer Services Agreement
Rider H



If "Color Ink Standard Plan" is indicated on an Order Schedule for a Color Printer, three (3) black ink cartridges, plus one (1) ink cartridge each of cyan, magenta, and yellow, and one (1) maintenance cartridge shall be delivered with the Printer. Thereafter you may order up to five (5) ink cartridges of any type and two (2) maintenance cartridges during the Initial Term, which are included with the Maxify Standard Plan. You may order up to five (5) ink cartridges of any color and 1 maintenance cartridge for each year of any Renewal Term.

If "Color Ink Plus Plan" is indicated on an Order Schedule for a Color Printer, three (3) black ink cartridges, plus one (1) ink cartridge each of cyan, magenta, and yellow, and one (1) maintenance cartridge shall be delivered with the Printer. Thereafter you may order up to ten (10) ink cartridges of any type and three (3) maintenance cartridges during the Initial Term, which are included with the Maxify Standard Plan. You will also receive may order up to 8 (eight) ink cartridges of any color and two (2) maintenance cartridges for each year of any Renewal Term.

(b) Printer Supplies are to be used solely with the applicable Printer for which it is ordered and provided. Yields for Printer Supplies are based on the manufacturer's specifications. All Printer Supplies will be shipped directly to the Ship to Address set forth on the Order Schedule during the Term. You agree to pay all applicable taxes and shipping charges for Printer Supplies. Included Printer Supplies must be ordered and used during the Initial Term or Renewal Term for which they are provided.

You may order included or additional Printer Supplies by contacting CSA customer service at 800-355-1390 using the Printer serial number.

(c) Additional toner and ink cartridges, maintenance cartridges and drums beyond those included with the Printer Plan as set forth above may be purchased at CSA's standard rates. Orders for additional Printer Supplies (and any other supplies such as staples, paper, etc.) (a) must include a valid Customer purchase order number; (b) will be shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to the actual delivery charges. Customer is solely responsible for any damage to Printer Supplies after delivery. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

RESOLUTION NO. 7516

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO APPROVING A COPIER LEASE AND
MAINTENANCE AGREEMENT FOR COPIERS AT CITY HALL,
PUBLIC WORKS, AND RECREATION AND COMMUNITY
SERVICES DEPARTMENTS**

WHEREAS, the City of San Fernando is authorized by California Government Code to participate in cooperative purchasing agreements;

WHEREAS, the City of San Fernando would like receive national volume pricing from the National Joint Powers Alliance (NJPA) contract #100-312SEC for copiers at City Hall, Public Works, and Recreation and Community Services Departments;

WHEREAS, Image 2000 is a member of the National Joint Powers Alliance and authorized dealer to provide NJPA pricing;

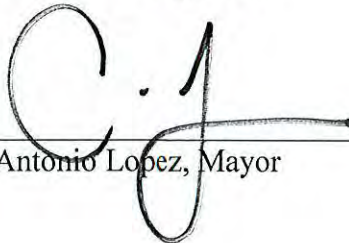
WHEREAS, the City of San Fernando would like to enter into a 60-month Lease Agreement with De Lage Landen Public Finance LLC, facilitated by Image 2000; and

WHEREAS, the City of San Fernando would like to enter into a 60-month Maintenance Agreement with Image 2000.

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 hereby approves the two agreements for the lease and maintenance of new copiers and copier maintenance support for City Hall, Public Works, and Recreation and Community Services Departments and authorizes the Interim City Administrator to execute said agreement, a copy of which is attached to this Resolution as Exhibits "A" and "B".

PASSED, APPROVED AND ADOPTED this 22nd day of January, 2013.



Antonio Lopez, Mayor

ATTEST:



Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 22nd day of January, 2013, by the following vote to wit:

AYES: Ballin, Gonzales, Fajardo, Avila – 4

NOES: None

ABSENT: Lopez – 1

ABSTAIN: None



Elena G. Chávez, City Clerk

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. **Bank Qualification Section**
 - Read and check box if appropriate
2. **Lessee Signature**
 - Complete and Sign

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Sign and date
- Print name

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Sign and date
- Print name
- Type in Complete Equipment Description to include serial numbers and location addresses (if applicable).

IV. STATE SPECIFIC ADDENDA — (WHEN PROVIDED)

- Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, NC, NJ, NY, OH, TX and OK
- Sign and/or Attest when required

V. ACCEPTANCE CERTIFICATE

- Date the date of equipment acceptance and Sign

VI. 8038 OR GC — IRS FORM

- In Box 2, Enter your Federal ID Number
- Sign, date and write in Name and Title
- 8038GC — Line 6 & 7 Enter Contact Name and Telephone Number
- 8038G — Line 9 & 10 Enter Contact Name and Telephone Number
- The enclosed 8038G or GC Form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

VII. CERTIFICATE OF INSURANCE

- Attach both **Property** and **Liability** Certificates of Insurance showing **De Lage Landen Public Finance and/or Its Assigns** as "loss payee" and "additional insured", respectively.)
- **THE CERTIFICATE MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.**

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:

- Original vendor invoice (if applicable)
- Advance payment check made payable to De Lage Landen Public Finance (if applicable)
- Copy of title/MSO listing De Lage Landen Public Finance &/or Its Assigns as 1st lien holder (if applicable)

ALL DOCUMENTATION SHOULD BE RETURNED TO:

De Lage Landen Public Finance LLC
 Lease Processing Center
 1111 Old Eagle School Road
 Wayne, PA 19087
 800-736-0220
 Attention: Barbara Wozniak

25226534

De Lage Landen Public Finance LLC1111 Old Eagle School Road
Wayne, PA 19087**State and Local Government Lease-Purchase Agreement**PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name City of San Fernando		Phone Number (818) 898-1200		
	DBA Name (if any)		Purchase Order Requisition Number		
EQUIPMENT INFORMATION	Billing Address 117 McNeil Street		City San Fernando	State CA	Zip 91340
	Equipment Make		Model No.	Serial Number	Description (Attach Separate Schedule If Necessary) Please See Attached Equipment Description As "Attachment 2"
PAYMENT INFORMATION	Number of Lease Payments 60		Lease Payments: See Lease Payment Schedule Attached as Attachment 1		
	Full Lease Term (in Months) 60		Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other		
BANK QUALIFICATION	Equipment Location (if not same as above)		City	State	Zip
	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. <input type="checkbox"/> Bank Qualification Elected				

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest, YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>Donald Penman</i>	Date <i>1/29/13</i>
	Title <i>City Interim Administrator</i>	
	Print Name <i>Don Penman</i>	
Legal Name of Corporation <i>City of San Fernando</i>		
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)		

LESSOR	Lessor Signature <i>Barbara Wozniak</i>	Date <i>3/19/13</i>
	Print Name Barbara Wozniak	
	Title Contract Specialist	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number PUB 11896	
	Lease Date January 18, 2013	
	Vendor I.D. Number K8143	

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment, provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due, (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease. WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable, sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease, charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law, charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason, and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US, (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule, or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder, (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease, (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment, (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained, (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes, (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person, and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW, JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT, SEVERABILITY, WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE City of San FernandoLEASE NUMBER PUB 11896LEASE DATE January 18, 20 13

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is monthly, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the second succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0 00	0 00	0 00	64,368 27	0 00
1	1,198 50	238 66	959 84	63,408 43	65,308 62
2	1,198 50	235 10	963 40	62,443 03	64,318 32
3	1,198 50	231 53	966 97	61,476 06	63,320 34
4	1,198 50	227 94	970 56	60,505 50	62,320 67
5	1,198 50	224 34	974 16	59,531 34	61,317 28
6	1,198 50	220 73	977 77	58,553 57	60,310 18
7	1,198 50	217 10	981 40	57,572 17	59,299 34
8	1,198 50	213 47	985 03	56,587 14	58,284 75
9	1,198 50	209 81	988 69	55,598 45	57,266 40
10	1,198 50	206 15	992 35	54,606 10	56,244 28
11	1,198 50	202 47	996 03	53,610 07	55,218 37
12	1,198 50	198 78	999 72	52,610 35	54,188 66
13	1,198 50	195 07	1,003 43	51,606 92	53,155 13
14	1,198 50	191 35	1,007 15	50,598 77	52,117 76
15	1,198 50	187 61	1,010 89	49,588 88	51,076 55
16	1,198 50	183 87	1,014 63	48,574 25	50,031 48
17	1,198 50	180 10	1,018 40	47,555 85	48,982 53
18	1,198 50	176 33	1,022 17	46,533 68	47,928 69
19	1,198 50	172 54	1,025 98	45,507 72	46,872 85
20	1,198 50	168 73	1,029 77	44,477 95	45,812 29
21	1,198 50	164 92	1,033 58	43,444 37	44,747 70
22	1,198 50	161 08	1,037 42	42,408 95	43,679 16
23	1,198 50	157 24	1,041 26	41,365 69	42,606 68
24	1,198 50	153 38	1,045 12	40,320 57	41,530 19
25	1,198 50	149 50	1,049 00	39,271 57	40,449 72
26	1,198 50	145 61	1,052 89	38,218 68	39,365 24
27	1,198 50	141 71	1,056 79	37,161 89	38,276 75
28	1,198 50	137 79	1,060 71	36,101 18	37,184 22
29	1,198 50	133 86	1,064 64	35,036 54	36,087 64
30	1,198 50	129 91	1,068 59	33,967 95	34,988 99

Sales tax of \$5,314 65 is included in the financed amount shown above.

 Lessee Signature Donald Penman
 Print Name Interim City Administrator

 Date 1/29/13
 Title Don Penman

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: **DE LAGE LANDEN PUBLIC FINANCE LLC**LESSEE: City of San FernandoLEASE NUMBER: PUB 11896LEASE DATE January 18, 20 13

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is monthly, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the second succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
31	1,198.50	125.95	1,072.55	32,895.40	33,882.26
32	1,198.50	121.97	1,076.53	31,818.87	32,773.44
33	1,198.50	117.98	1,080.52	30,738.35	31,660.50
34	1,198.50	113.97	1,084.53	29,653.82	30,543.43
35	1,198.50	109.95	1,088.55	28,565.27	29,422.23
36	1,198.50	105.91	1,092.59	27,472.68	28,296.86
37	1,198.50	101.86	1,096.64	26,376.04	27,167.32
38	1,198.50	97.80	1,100.70	25,275.34	26,033.60
39	1,198.50	93.72	1,104.78	24,170.56	24,895.68
40	1,198.50	89.62	1,108.88	23,061.68	23,753.53
41	1,198.50	85.51	1,112.99	21,948.69	22,607.15
42	1,198.50	81.38	1,117.12	20,831.57	21,456.52
43	1,198.50	77.24	1,121.26	19,710.31	20,301.62
44	1,198.50	73.08	1,125.42	18,584.89	19,142.44
45	1,198.50	68.91	1,129.59	17,455.30	17,978.96
46	1,198.50	64.72	1,133.78	16,321.52	16,811.17
47	1,198.50	60.52	1,137.98	15,183.54	15,639.05
48	1,198.50	56.30	1,142.20	14,041.34	14,462.58
49	1,198.50	52.06	1,146.44	12,894.90	13,281.75
50	1,198.50	47.81	1,150.69	11,744.21	12,096.54
51	1,198.50	43.55	1,154.95	10,589.26	10,906.94
52	1,198.50	39.26	1,159.24	9,430.02	9,712.92
53	1,198.50	34.96	1,163.54	8,266.48	8,514.47
54	1,198.50	30.65	1,167.85	7,098.63	7,311.59
55	1,198.50	26.32	1,172.18	5,926.45	6,104.24
56	1,198.50	21.97	1,176.53	4,749.92	4,892.42
57	1,198.50	17.61	1,180.89	3,569.03	3,676.10
58	1,198.50	13.23	1,185.27	2,383.76	2,455.27
59	1,198.50	8.84	1,189.66	1,194.10	1,229.92
60	1,198.50	4.40	1,194.10	0.00	0.00
	71,910.00	7,543.73	64,366.27		

Lessor Signature

Print Name

Donna Penman
Interim City Administrator

Date

Title

1/29/13
Don Penman

ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTIONLESSOR: De Lage Landen Public Finance LLCLESSEE: City of San FernandoLEASE NUMBER: PUB 11896LEASE DATE: January 18, 20 13

Quantity	Description/Serial No./Model No.	Location
1	Sharp MX-4111N Digital Copier With Attachments S/N: <u>25091697x</u>	117 McNeil Street San Fernando, CA 91340
1	Sharp MX-753N Digital Copier With Attachments S/N: <u>25007824</u>	
1	Sharp MX-4111N Digital Copier With Attachments S/N: <u>25091693x</u>	208 Park Avenue San Fernando, CA 91340
2	Sharp MX-4111N Digital Copiers With Attachments S/N: <u>2509568x</u> S/N: <u>2509712x</u>	505 S. Huntington Street San Fernando, CA 91340
1	Sharp MX-M283 Digital Copier with Attachments S/N: <u>2501225x</u>	117 N McNeil St San Fernando, CA 91340

LESSEE Signature: (X) Donald PenmanDate: 1/29/13

Print Name

Title:

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for De Lage Landen Public Finance LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name City of San Fernando
Billing Address 117 Macneil Street
San Fernando, CA 91340
Attention Sandra Rivas
(Name of individual who will process payments)
Telephone Number 818-898-7345
Email Address sfranco@sfcity.org
FEDERAL ID# 95-6000779

Primary Contact Name Sandra Rivas
Primary Contact Number 818-898-7345

INSURANCE INFORMATION

Insurance Agent Arthur J Gallagher & Co Insurance Broker of CA, Inc.
Policy Number ICRMA-Property EQ 501
Telephone Number 415-546-9300
Fax Number 415-536-4036

This form completed by: Ismail Aguila, operations Manager
(Name and Title)

CONTACT INFORMATION FOR 8038 FILINGS

Contact Name Sandra Rivas
Title Senior Account Clerk
Contact Address 117 Macneil Street, San Fernando, CA 91340
Contact Telephone Number 818-898-7345
Email Address sfranco@sfcity.org

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting Authority Check box if **Amended Return** ☐

1 Issuer's name
City of San Fernando

2 Issuer's employer identification number (EIN)

3 Number and street (or P.O. box if mail is not delivered to street address)
117 McNeil Street

4 City, town, or post office, state, and ZIP code
San Fernando CA 91340

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►

9 Amount of the reported obligation(s) on line 8a that is:

a	For leases for vehicles	
b	For leases for office equipment	
c	For leases for real property	
d	For leases for other (see instructions)	
e	For bank loans for vehicles	
f	For bank loans for office equipment	
g	For bank loans for real property	
h	For bank loans for other (see instructions)	
i	Used to refund prior issue(s)	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	
k	Other	

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐

12 Vendor's or bank's name: De Lage Landen Public Finance LLC

13 Vendor's or bank's employer identification number:

Signature and Consent
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only
Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check ☐ if self-employed PTIN _____
Firm's name _____ Firm's EIN _____
Firm's address _____ Phone no. _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)), to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(II).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.
Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of January 18, 2013, between
De Lage Landen Public Finance LLC, as Lessor, and City of San Fernando, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee <u>City of San Fernando</u>	
	Signature	Date
	Print Name	
	Title	

07PFD0C055v1



7510 Hazeltine Ave.

Van Nuys, CA 91405

Phone: (818) 781-2200

Fax: (818) 781-8314

www.image-2000.com

Maintenance Agreement

Date:	
Representative:	Joe Blatchford
Start Date:	2/1/2013
End Date:	1/31/2018

Equipment Location	
Company Name:	Please see Addendum A
Address:	
City, State, Zip:	
Contact:	
Phone:	
Fax/E-mail:	

Billing Information	
Company Name:	City of San Fernando
Address:	117 Macneil Street
City, State, Zip:	San Fernando, CA 91340
Contact:	Ismael Aguila
Phone:	818.898.1200
Fax/E-mail:	IAguila@ci.san-fernando.ca.us

Installation and Service Agreement Options: Appropriate categories must be initiated by the Client in the box to the left of the option.			
Full Maintenance		Monthly	
Estimated Charge:		\$1,719.30	
Estimated B/W Copy Allowance:		46,200	
B/W Impression Rate:		\$0.0115	
Estimated Color Copy Allowance:		19,800	
Color Impression Rate:		\$0.0600	
Items not covered: staples, paper, and freight.			
** Based on estimate copies made in 2012. Refer to "Maintenance & Lease Disclosures" section.			

Standard Maintenance		Monthly	
Base Charge:			
Copy Allowance:			
Impression Rate:			
Wide Format Impression Rate:			
Items not covered: toner, developer, fuser rollers, photoreceptors, cleaning blades, drum, fuser oil, waste toner bottles, PM kits, ink, masters, staples, thermal prints screens, drum screens, paper, and freight.			

Transaction Terms			
Maintenance Agreement (Choose One) :		Billing Period:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
<input checked="" type="checkbox"/> Full Maintenance <input type="checkbox"/> Standard Maintenance <input type="checkbox"/> None (declined)		Overages:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Sharp MX-4111N	208 Park Ave.	N/A	0	0
Sharp MX-4111N	Las Palmas	N/A	0	0
Sharp MX-4111N	After School Program	N/A	0	0
Sharp MX-4111N	City Hall	N/A	0	0
Sharp MX-M753N	City Hall	N/A	0	N/A
Sharp MX-M283N	Public Works City Yard	N/A	0	0

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms/conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

CUSTOMER ACCEPTANCE

x Don Penman 1/29/13
Customer Signature Date

Don Penman, Interim City Administrator
Name/Title

IMAGE 2000 REPRESENTATIVE

x [Signature] 1-31-2013
Image 2000 Representative Date

Joe Blatchford/CEO
Name/Title

Maintenance and Lease Disclosure

All maintenance contracts will be billed by Image 2000 at \$0.0115 per copy for black and white images and \$0.06 per copy for full color images with no increases for 60 months. All parts and labor are included plus supplies, minus paper and staples. There will be no minimum copies required. The City of San Fernando will only pay, per month, for the copies you use. Each month Image 2000 will gather meters from all copier systems and issue a combined statement (with each site listed separately and then combined).

Image 2000 Terms and Conditions

SCOPE & COVERAGE This Agreement is between Image 2000 and you, (our Client), and covers the labor and materials for adjustments, repairs and replacement of parts and supplies (where stipulated), as is required by normal use of the Equipment. It is subject to the exceptions herein, and in accordance with these terms and conditions. **It does not cover** costs for installation or de-installation of the Equipment if it is moved by anyone other than our personnel. Damage to the Equipment (or its parts) arising out of a non-Image 2000 installation, or that is caused by misuse; abuse; negligence; attachment of unauthorized components; accessories or parts; usage of sub-standard paper or supplies; or other causes beyond our direct control are not covered by this Agreement, and may subject you to a surcharge or to cancellation of this Agreement. Moreover, we may elect to terminate this Agreement if the Equipment is modified, damaged, altered, or serviced by personnel other than our Authorized Manufacturer-Trained/Certified Technicians. (Or if parts, accessories, etc. are used that do not meet our Manufacturers' product specifications.) In addition, the Agreement does not cover costs related to any repairs due to your (or other non-Image 2000 party's) modifications to software or hardware. You will also be responsible to pay for any &/all items not covered under this Agreement. If meter readings are not automated, you will be required to monitor and provide us with accurate meter readings to facilitate billing.

SERVICE CALLS Will be made during normal business hours to the installation address on the reverse side. Travel and labor time for service calls (after normal business hours, on weekends or on holidays), if and when available, will be charged at the published overtime rates in effect at the time the service call is made. Our personnel will not handle, disconnect or repair unauthorized attachments, components or software applications. (You are solely responsible for disconnecting or reconnecting unauthorized attachments/components. You also hereby indemnify and hold Image 2000 and its Representatives harmless for claims to damages to any unauthorized parts, components or accessories resulting from service performed on the Equipment.) Labor performed during a service call includes lubrication and cleaning of the Equipment, and the adjustment, repair or replacement of parts described below. In the event that the Equipment is non-operational for 3 business days after a service call, we will provide a Loaner at No Charge. Expenses incurred (for supplies or copies used in the course of our providing service), are non-recoverable. We are not responsible for service delays resulting from a manufacturer's non-availability of the parts or supplies necessary to complete the service call.

REPAIR & REPLACEMENT OF PARTS All parts and supplies necessary to the operation of the Equipment, (during normal and reasonable usage, with the exception of those listed below), are subject to the general scope of coverage, and will be furnished at no additional cost. (Photoconductors are a primary exception; i.e. copy drums -- unless the copier, MFP or fax is covered by a Full Maintenance Agreement). Unless otherwise stated, a Full Maintenance Agreement covers all parts, labor, repairs, toner, and ancillary supplies except paper, staples and toner waste tanks.

RECONDITIONING THIS IS NOT APPLICABLE TO EQUIPMENT COVERED BY OUR CONTINUOUS MAINTENANCE GUARANTEE. In all other cases, rebuilding or major overhauls of Equipment is not covered. When, or in our sole discretion we determine that Reconditioning is required, (as a result of expected wear and tear of materials, and age factors caused by normal office-environment usage), in order to keep the Equipment operational, we will provide you with a written estimate as to repairs and costs. (These will be in addition to those due under this Agreement.) If you do not authorize Reconditioning, we may discontinue service under this Agreement and refund the unused portion), or we may elect not to renew the Agreement when it expires. Thereafter, our service and technicians may only be made available on a "Per Call" basis, based on published rates in effect at the time of service.

USE OF IMAGE 2000 SUPPLIES If you use supplies in the Equipment other than those we provide, and if such supplies are defective or deemed unacceptable and cause abnormally frequent service calls or problems relative to the Equipment, we may elect to charge you for contaminated parts, assess a surcharge or terminate this Agreement. In the event of Termination, you may be offered service on a "Per Call" basis, again based on published rates at the time of service. (However, it is not a condition of this Agreement; that you use only our manufacturers' authorized supplies.)

SUPPLY-INCLUSIVE CONTRACTS If supplies are included in the service provided under this Agreement, we will supply you with toner, ink and developer, (based on normal yields), unless otherwise stated. If your usage of the supplies **exceeds 15%** of the Equipment manufacturer's published yield, we will subsequently invoice you for the excess. You hereby **agree to pay for this excess at our current retail prices then in effect, less 20% discount**. Additionally, we reserve the right to charge for shipping and handling.

SPECIFICATIONS In order to insure optimal performance, it is imperative that some Equipment be plugged into a Dedicated Line that complies with the manufacturer's electrical specifications. These power standards are required by UL and/or local safety regulations. You must also provide proper space requirements -- as specified by the manufacturer -- allowing ample room for us to move the Equipment to perform service.

CHARGES The initial non-refundable cost for maintenance under this Agreement is stipulated on the reverse side. This fee shall be increased to include applicable sales tax. The annual maintenance costs relative to any renewal term of the Agreement will be the charge in effect plus up to 10% when renewed. You agree to pay all fees within 10 days of invoicing, as well as, the administration fee for the processing of invoices. If the Equipment is moved to a new Image 2000 service territory, we have the option to charge, and you agree to pay the difference in published maintenance charges between the current territory and the new territory (on a pro-rata basis).

TERM This Agreement becomes effective upon our receipt of the initial non-refundable maintenance charge (provided on the reverse side of this Agreement), or if you are billed in arrears, it becomes effective on the date indicated in the "Start Date", and will continue for the specified period. In the event your usage reaches or exceeds the allowance specified, (prior to the expiration of the 1-year term), a New Contract can be negotiated -- or you will be charged for all excess meter clicks (overages), at the rate on the reverse side until the end of the initial contract term. **Your service contract will automatically renew each year, unless 30-days written notice is given stating your desire not to renew.** At the time of renewal, your contract will be evaluated, and is subject to a rate increase and/or revision. (The same 30-day written notice also applies to us with respect to notifying you of our intent to withdraw as you Service Provider.) If you elect to trade in your equipment, or upgrade through us, the unused portion of your service contract will be applied as a credit toward your new service contract.

EVENT OF DEFAULT AND TERMINATION If you fail to pay any portion of the invoiced charges relative to maintenance or parts, within the time parameters in which they are due, or if you fail to duly perform any covenant, condition or limitation of this Agreement, it constitutes an Event of Default. Upon an Event of Default we may elect to: (I) Refuse to service the Equipment; (II) Provide service on a C.O.D "Per Call" basis; and/ or (III) Terminate the Agreement. Within sixty (60) days of the expiration or termination of this Agreement, we will provide an itemized invoice for any fees due, including "Per Call" fees. Except where otherwise noted, once these invoiced amounts are paid, your liability/obligation to us will cease. If we are forced to terminate due to your breach of this Agreement, we shall be entitled to payment for all work in progress in addition to reimbursements for any out-of-pocket expenses.

FULL AGREEMENT This Agreement constitutes the entire agreement/understanding between both parties, (Image 2000 and our Client), pursuant to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and may not be added to, modified, supplemented or waived in any way except in writing and signed by both parties. (Excluding pricing changes previously noted herein.)

SUCCESSORS AND ASSIGNS This Agreement is binding on the parties hereto, their heirs, successors and assigns, and may not be unilaterally assigned by either party without the written consent of the original parties.

SEPARABILITY OF PROVISIONS Each provision of this Agreement shall be considered separable. If for any reason any provision, (that is not essential to the effectuation of the basic purposes) is determined invalid or contrary to existing or future laws, such invalidity shall not impair the operation of, nor affect the valid provisions of this Agreement.

COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. (A faxed signature of this Agreement bearing authorized signatures may be treated as an original.)

HOLD HARMLESS In no event shall Image 2000 be liable for any incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information arising out of or the inability to use the product: i.e. the Equipment, Software or other Hardware. You acknowledge that the service coverage is such that MFP Equipment may continue to provide copies but not function as a printer. You are solely liable for these types of repairs unless covered by a Network Connectivity Maintenance Agreement. (This Agreement is applicable to print volume only services and excludes help desk support, network support, software application support and any other connectivity support services.) **** Image 2000 will repair the machine, as well as, deliver a loaner if a machine has not been working for 3 business days. The only cost will be for the copies made on the loaner at the time of the customer's machine being repaired in shop. In the case of software malfunction with a machine (i.e. printing to a machine, network issues, and etc.) this will be a separate cost from the service agreement.**

FORCE MAJEURE Image 2000 shall not be liable to you for any failure or delay caused by events beyond our control, including, without limitation, your failure to furnish necessary information; sabotage; failures or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor; fuel; raw materials; machinery; or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority; instrumentality or agency. **DATA CLEANSING OR HARD DRIVE REMOVAL** Upon termination of this Agreement, **you may request our Data Cleansing or Hard Drive Removal services.** (To overwrite, reformat or remove the HDD(s) residing on your Equipment.) We offer TWO options as listed on our Data Cleansing or HDD Removal hand-out. It is understood that you are solely responsible for protecting and/or removing any confidential data/images stored on your Equipment. Under no circumstances, are we liable for any damages including special, exemplary, punitive, incidental, or consequential damages, regardless of the claim, that result from any information/data left on your Equipment's HDD. **(We DO NOT automatically delete, cleanse, overwrite, or otherwise modify HDDs upon termination of any Service Agreement.)**

NO WARRANTY Image 2000 disclaims all warranties (express or implied), including any implied warranties of merchantability, technical compatibility, fitness for use, or fitness for a particular purpose. As such, you agree that we are not responsible for direct, incidental or consequential damages including, but not limited to, the loss of equipment usage, unless caused in whole or in part by us. **** The service/warranty contract will be covered by Image 2000 for the machines under this contract. We cover all parts and supplies, as well as, we have support from the manufacturer.**

INSURANCE You are responsible for all costs related to obtaining and maintaining insurance as pertains to any injury claims and/or property damage, (including commercial and general liability insurance), with respect to use of the provided equipment, goods and/or machinery.

Addendum A

Location: City Hall

117 Macneil Street
San Fernando, CA 91340

1. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
16,700 B/W Copies @ 0.0115 = \$192.05
7,500 Color Copies @ 0.06 = \$450.00
Total = \$642.05 per month
2. Sharp MX-753N Digital System
Large Stapling Finisher
2,000 Sheet Large Capacity Cassette

Location: Parks & Recreation

208 Park Ave.
San Fernando, CA 91340

3. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
9,350 B/W Copies @ 0.0115 = \$107.53
4,650 Color Copies @ 0.06 = \$279.00
Total = \$386.53 per month

Location: Parks & Recreation (Las Palmas)

505 S. Huntington Street
San Fernando, CA 91340

4. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
9,350 B/W Copies @ 0.0115 = \$107.52
4,650 Color Copies @ 0.06 = \$279.00
Total = \$386.53 per month

Location: Parks & Recreation (After School Program)

505 S. Huntington Street
San Fernando, CA 91340

5. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit
8,000 B/W Copies @ 0.0115 = \$92.00
3,000 Color Copies @ 0.06 = \$180.00
Total = \$272.00

Location: Public Works City Yard
120 Macneil Street
San Fernando, CA 91340

6. Sharp MX-4111N Digital System
Dual Scan Feeder
Large Stapling Finisher
(2) 500 Sheet Cassettes
Print/Scan Board
Attachment Kit

2,800 B/W Copies @ 0.0115 = \$32.20
600 Color Copies @ 0.06 = \$36.00
Total = \$68.20

Grand Total: \$1,755.30



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

MANAGED PRINT SERVICES AGREEMENT

MPS Consultant Glen R. Hitchens Salesperson Paul Cohen Order Date: 01 / 05 / 17

Customer Name ("You"):			City of San Fernando Police Dept		
Billing Address: 910 First Street					
City: San Fernando		County:			
State: CA	Zip: 91340	Phone #: 818-898-1255			
Contact: Lt. Christian Colelli			Fax #:		
Email: ccolelli@sfcity.org					

Initial Term: <u>12</u> months
Requested Start Date: <u>01 / 15 / 17</u> (no sooner than 10 days after contract order date and completion of Schedule A, Schedule A-MICR or B an submission of a printed configuration page for each printer)
Do you require a P.O. for payment? Yes <u> </u> No <u>X</u>
Is there a statement of Work ("SOW") covering additional services? Yes <u> </u> No <u>X</u>
Note: Charges for additional services are billed separately.

The Printers covered under this Agreement are listed on Schedule A, Schedule A-MICR, and/or Schedule B.

Coverage Plan		Consumables	
<input type="checkbox"/> Per Unit	<input checked="" type="checkbox"/> Fleet	<input checked="" type="checkbox"/> Inclusive	<input type="checkbox"/> Exclusive

The initial price for Equipment listed on Schedule A and/or Schedule B is as follows

Estimated Quarterly Print Volume	Quarterly Base Charge	Per Image Charge (Fleet)	Toner Type
B & W		B & W	
Color		Color	
	\$	\$ 0.023	<input checked="" type="checkbox"/> OEM <input type="checkbox"/> 3 rd Party
		\$ 0.095	

The initial price for Equipment listed on Schedule A-MICR is as follows

Estimated Quarterly Print Volume	Quarterly Base Charge	Per Image Charge (Fleet)	Toner Type
B & W		B & W	
Color		Color	
	\$	\$ 0.	<input type="checkbox"/> OEM <input checked="" type="checkbox"/> 3 rd Party
		\$ 0.	

TERMS AND CONDITIONS

- 1. TERM.** The Managed Print Services (MPS) shall begin on the Start Date and continue for the initial term specified above. The initial term shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 30 days prior to the expiration of the then current term.
- 2. CHARGES.** Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes shall be added to the charges. If payments are late, CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or ten dollars (\$10) for each billing period or portion of a billing period such payment is delayed as reasonable collection fees, not to exceed the maximum amount permitted by law. CSA reserves the right to increase the prices above at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. The charges are subject to an annual increase on each anniversary of the start date. If you have selected the Fleet Coverage Plan, the Base Charge, Covered Images and Per Image Charges noted above shall apply to all of the Equipment on the Schedule. If you have selected the Per Unit Coverage Plan, the Base Charge, Covered Images and the Per Image Charges for each unit shall be reflected on the Schedule.
- 3. PRIOR ASSESSMENT.** Under a prior agreement, CSA has performed a network and system discovery analysis of your IT environment in which services are to be rendered under this Agreement. Under the prior agreement, CSA has used certain discovery tools to identify the components and conditions of your IT environment.
- 4. COVERED PRINTERS.** This agreement is intended to provide services for your entire fleet of printers however certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by CSA. At CSA's discretion, the ineligible printers may be placed under a Standard Plan and identified on the associated schedule (Schedule B) and shall only receive toner cartridges and monitoring services. The Premier scope of services as defined in Paragraph 7 covers only the printers identified on the associated schedule (Schedule A or Schedule A-MICR). The parties may agree to add or remove printers from time to time during the Term by mutual execution of a CSA MDS Change Order. Customer shall provide CSA a standard device configuration sheet showing the start meter reading of the added printer(s) as of the start date of this contract. Otherwise, CSA may compute a start reading for the printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CSA. In the event Customer acquires additional devices subsequent to the start date of this Agreement, the start meter shall be zero. If the quantity of printers changes during the Term from the original quantity listed on Schedule A, Schedule A-MICR or Schedule B, CSA reserves the right to adjust the pricing accordingly.
- 5. YOUR RESPONSIBILITIES.** As a condition precedent to CSA's duties:
 - The Printers shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion).
 - You shall provide CSA with an accurate location and printed configuration page for each printer placed under this Agreement. You shall notify CSA if you relocate any printers from the address indicated on Schedule A, A-MICR, B or any related Change Order.
 - You shall use only CSA-approved parts and supplies for the Printers.
 - You shall have proper electrical and network connections and install and use CSA approved surge protector(s) where appropriate.
 - You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the Printers.
 - You are solely responsible for security of your electronic and other data.
 - You must install and keep the DCA installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement. If the DCA does not communicate with CSA, you agree to provide manual meter readings upon request.
 - You agree that CSA may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
 - You shall utilize the CSA ordering procedures for adding or deleting printers and ordering Toner Cartridges. You acknowledge that CSA will not deliver services or toner for printers not listed on Schedule A, Schedule A-MICR, Schedule B or any related Change Order until you complete the proper ordering procedure to add the printer to the Agreement.
 - You shall provide timely meter readings for any printer not connected to the DCA for any reason.

SEE PAGE 2 FOR ADDITIONAL TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement and any listed Statement of Work above, CSA agrees to provide (i) Managed Print Services for the Printers listed in Schedule A, Schedule A-MICR and if applicable, (ii) toner cartridges for the Printers listed in Schedule B of this Agreement or in any future Change Order related to this Agreement (the "Printers") at the charges stated herein or therein.

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MANAGED PRINT SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY SCHEDULE(S) OR ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature [Signature]
Printed Name ANTHONY VABO Title POLICE CHIEF Date 1/20/17

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on page 1 to which they are attached (such page 1, and any addendum(s) hereto, collectively with these terms and conditions, the Agreement).

6. CSA RESPONSIBILITIES

(a) CSA will tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with a CSA Service tag indicating serial # and CSA contact information. (b) If you have selected Consumables Inclusive, Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer (OEM) or 3rd Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume (EPV) minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement. (c) CSA will perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. CSA will deliver, install, configure and test its network Data Collection Agent (DCA) with your IT staff assistance. CSA will perform a one-time installation of its local DCA to non-networked devices with the assistance of your IT staff however it will be your responsibility to re-install any local DCA if necessary. CSA will provide all technical support, updates and maintenance for the DCA. (d) You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures which are explained in the MDS Customer Expectation Document which you hereby acknowledge receipt of at the time of executing this agreement.

7. SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR. Such services are subject to the exclusions hereinafter described.

7.1 COVERED SERVICES.

(a) CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays). (b) You shall afford CSA full, free and safe access to the Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with maintenance services hereunder shall become the property of CSA and you disclaim any interest therein.

7.2 NON-COVERED SERVICE. You acknowledge that CSA shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3) used or consumed in the normal operations of the Printers (Excluded Items). The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumable supply item other than toner; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Printers; (d) repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

8. LIMITED WARRANTY. CSA's services shall be performed in a good and workmanlike manner consistent with generally prevailing industry practices, and all parts and materials provided by CSA shall be free from defects in materials or workmanship, for a period of thirty days after the date of installation. This limited warranty excludes normal wear and tear on parts or components thereof and Printer problems arising from or related to Excluded Items, misuse, abuse, neglect, accident or improper maintenance (other than services performed by CSA) and shall be null and void if you or any third party alters or modifies the Printers in any manner after CSA repairs or services the Printers.

9. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment (Data). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as: initialized All Data/Settings function) if

found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 9 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

10. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE PRINTERS AND SOFTWARE (OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA). YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRINTERS, SOFTWARE (OR METER COLLECTION METHODS). CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE (EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CSA may terminate this Agreement upon your default with thirty (30) days notice to you. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus the remaining base charges for the balance of the term (not to exceed a period of 6 months). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

12. TERMINATION. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party. CSA may also terminate this Agreement upon five (5) days written notice in the event of your failure to pay compensation due hereunder. Should you terminate this Agreement prior to the expiration of the Term other than for a material, uncured breach by CSA, you shall immediately pay to CSA an early termination fee equal to the average monthly billing to date and any excess toner charges per Section 6(b). Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of this Agreement. You shall promptly return, or permit CSA to remove, any Printers, parts, software or supplies owned, controlled or licensed by CSA.

13. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY CLIENT AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

14. MISCELLANEOUS. This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CSA upon commencement of the covered services. CSA is and shall at all times be an independent contractor and shall not be deemed an employee or agent of you. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement and the attached exhibits contain the complete agreement between the parties and shall, as of the Effective Date hereof, supersede all other agreements, if any, between the parties relating to the services provided hereunder. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representation as are specifically set forth herein. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. All provisions of this Agreement including Section 9, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. A failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Headings are for convenience only and shall not be considered in the interpretation of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



WSCA-NASPO Master Agreement Terms and Conditions

A Contract for the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO)
Acting by and through the State of Nevada (Lead State)

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701

Contact: Shannon Berry, Assistant Chief Procurement Officer
Phone: (775) 684-0171 • Fax: (775) 684-0188
Email: sberry@admin.nv.gov

and

Canon USA

1 Canon Park

Melville NY 11747

Contact: Mike Hurley, Supervisor, Contract Admin
Phone: (631) 330-3613 • Fax: (631) 330-5459
Email: mhurlev@cusa.canon.com

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) These WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work specific to Participating Entity;
- (5) The Solicitation, RFP 3091 Copiers, Printers and Related Devices (Attachment AA);
- (6) Negotiated Items (Attachment BB); and
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (Attachment CC).

• Awarded: Groups A, B, C, D, and F

- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The initial term of this Master Agreement is for five (5) years; effective upon execution through December 31, 2019. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of the RFP #3091.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any

adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality; (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable

Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

- c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar

officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Impose liquidated damages as provided in this Master Agreement; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
- d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate

item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights ("Intellectual Property Claim").

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) Specified by the Contractor to work with the Product; or
 - (c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their

purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insured's, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating

Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- F. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement number and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement. Placements made using the authority provided by this Contract will survive the Contract itself, per terms stated in Section 3.3.10 Survivability of the RFP #3091.

22. Participants

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.
- d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school

districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

- e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

- a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment P.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of a minimum of 90 days from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and

remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

- a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center. Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

- (2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**
 - (a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data within five days of approval from the Lead State of product updates to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update as needed, to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per month. The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).
 - (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can


be found at: www.seiquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

- f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
- i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

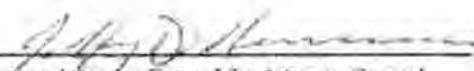
Independent Contractor Approval:

	Senior Vice President & General Manager
Independent Contractor's Signature	Independent's Contractor's Title
_____	_____
Date	

State of Nevada (Lead State) Approval:

	12-8-14
Greg Smith	CPO, NV State Purchasing Administrator
_____	_____
Date	

Approved as to form by:

	On 7 Dec 14
Nevada Deputy Attorney General for Attorney General	(Date)
_____	_____


Attachment BB

Negotiated Items


1. Additional Cost for hard drive removal and surrender must be disclosed to the Customer prior to the negotiation and signing of a lease or rental agreement.
2. Models added to a segment within an awarded Group must match or exceed the minimum discount proposed in the awarded Group.
3. Contractor is to negotiate SLA with each Participating Entity at time of initiating the Participating Addendum. Attachment O of RFP 3091 (Attachment AA) is meant to be a model Service Level Agreement only.
4. Attachment CC – Contractors Response:
 - a. Exceptions E1 through E5 noted on Attachment B were not acceptable by The State and WSCA-NASPO.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

	Senior Vice President & General Manager
Independent Contractor's Signature	Independent's Contractor's Title
Date	

State of Nevada (Lead State) Approval:

	12.8.14	CPO, NV State Purchasing Administrator
Greg Smith	Date	



PROCUREMENT DIVISION
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

COOPERATIVE AGREEMENT USER INSTRUCTIONS SUPPLEMENT #3

Important Note: Supplement #3 replaces and supersedes the previous User Instructions dated 6/22/2016

ISSUE AND EFFECTIVE DATE: 10/11/2016	
TITLE/DESCRIPTION:	Copiers, Printers and Related Devices (NASPO ValuePoint)
CONTRACT NUMBER(S):	7-15-70-23 Canon U.S.A., Inc. 7-15-70-24 Konica Minolta Business Solutions USA, Inc. 7-15-70-25 Ricoh USA, Inc. 7-15-70-26 Sharp Electronics Corporation 7-15-70-27 Xerox Corporation 7-15-70-29 Toshiba America Business Solutions, Inc.
CONTRACT TERM:	Various through 12/31/2019
CONTRACT CATEGORY:	IT Goods and Services
MAXIMUM ORDER LIMIT:	Unlimited
FOR USE BY:	State and Local Governmental Agencies (See Section B)
DGS-PD CONTRACT INFORMATION WEBSITE:	http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/Copiers2.aspx
STATE CONTRACT ADMINISTRATOR:	Cynthia Okoroike (916) 375-4389 cynthia.okoroike@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.

Notice to State Departments:

Products and/or services on these cooperative agreements may be available on Mandatory Statewide Contracts. If this is the case, the use of these cooperative agreements is restricted unless the State department has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Statewide Contracts are listed at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This restriction does not apply to local governmental agencies.

ORIGINAL SIGNED

10/11/2016

Cynthia Okoroike, State Contract Administrator

Date

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State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

SUMMARY OF CHANGES		
Supplement No.	Revision Description	Effective Date
3	<p>User Instructions Supplement #3 replaces and supersedes the previous User Instructions version (dated 6/22/16).</p> <p>Supplement #3 incorporates the following changes:</p> <ul style="list-style-type: none">• Updated the user instructions throughout to include new and revised information• Added new Contractor contract Manager for Ricoh USA, Inc.	10/11/2016

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in section 2 D.

A. SCOPE AND OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established California Participating Addendum contracts with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Copiers, Printers and Related Devices Master Agreements executed by the State of Nevada.

These California Participating Addendums provide State departments and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual California Participating Addendums. Attachment A identifies specific California Participating Addendum information and awarded product/service categories by Contractor.

Note: Throughout this document, "California Participating Addendum" may be used interchangeably with "agreement" or "contract." Unless otherwise specified within this document, the term "Ordering Agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and usage instructions exclusive to State departments or local governmental agencies shall be identified within each section.

B. CONTRACT AVAILABILITY

1. State Departments

- a. Use of these agreements is non-mandatory for State of California departments.
- b. State departments are restricted from using these agreements for products and services available on Mandatory California Statewide Contracts. See Section E.3.a. (Restricted/Disallowed Products and Services) for more information.

2. Local Governmental Agencies

- a. Use of these agreements is optional for local governmental agencies.
- b. Local governmental agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
- c. Each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

C. CONTRACT TERM

The term for these California Participating Addendums is from the date of the State's approval through December 31, 2019, or upon termination by the State, whichever occurs first.

Note: Orders placed under these contracts shall be executed on or before the expiration date of the California Participating Addendum.

D. CONTRACT ADMINISTRATOR

The State and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.

The State Contract Administrator contact for these agreements is:

Name: Cynthia Okoroike
Phone: (916) 375-4389
Fax: (916) 375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov

Contractor contact information is outlined in Attachment A.

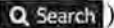


E. CONTRACT INFORMATION

1. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Participating Addendums are based on some or all of the products, services and prices from the NASPO ValuePoint Copiers, Printers and Related Devices issued by the State of Nevada. Copies of the Nevada NASPO ValuePoint Master Agreements are available at:
<http://www.naspovaluepoint.org/#/contract-details/35/overview/general>

2. California Participating Addendum (Contract Document)

California Participating Addendum contracts and related documents are posted on the Cal eProcure website. To obtain copies:

- Go to *Cal eProcure - State Contract Search*
(<https://www.caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>)
- Enter the Participating Addendum number in the *Contract ID* field and click Search ()
- Click View () to access Participating Addendum webpage.
- Click View () to download Participating Addendum attachments.

3. Available Products and Services

Product Groups include:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Devices
- Group D – Printers

Attachment A identifies specific California Participating Addendum information and awarded groups by Contractor.

4. Restricted/Disallowed Products and Services (State Departments Only)

The following restrictions apply to all State departments. These restrictions do not apply to local governmental agencies unless the restriction is identified within the Nevada NASPO ValuePoint Master Agreement.

a. Products/Services available on Mandatory Statewide Contracts

Products and services available on Mandatory California Statewide Contracts cannot be purchased by State departments without an exemption. State departments shall obtain an exemption in accordance with the Statewide Contract User Instructions prior to issuing a purchase order under these agreements. For current printer and copier Statewide Contracts see the State Contracts Index Listing located at <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>.

5. Contractor Pricing

A Product and Service Schedule (PSS) containing contract product and pricing information is posted on each Contractor's dedicated website. Pricing is based on a discount off list price. Contractors may offer greater discounts and/or lower prices than those published in their PSS. Links to each Contractor's dedicated website and PSS are identified in Attachment A.

F. CONTRACT USAGE/RULES

1. Goods and Services

This Participating Addendum is for equipment and associated maintenance services.

2. Adherence to Applicable Laws (State Departments Only)

State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volumes 1, 2 and 3).

3. Purchase Authority (State Departments Only)

Prior to placing orders under these agreements, State departments must have been granted purchasing authority by DGS-PD for the use of cooperative agreements. The State department's current purchasing authority number must be entered in the appropriate location on each purchase document. State departments that have not been granted purchasing authority by DGS-PD may access the Purchasing Authority Application by contacting DGS-PD's Purchasing Authority Management Section by email at pams@dgs.ca.gov.

4. California Seller's Permit (State Departments Only)

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these agreements, State departments should verify that permits are currently valid at www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

5. DGS Administrative Fee

Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements.

G. ORDERING PROCEDURES

1. Contractor Selection Process

a. State Departments

State departments electing to use these agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

- *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:
 - All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO; and
 - A detailed specification or scope of work (SOW) for the products and services is required.
- *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of three Contractors within the awarded product/service category.
 - If multiple Contractors are solicited and less than three offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
 - Agencies may use State-approved Servicing Subcontractors (Authorized Dealers) for soliciting offers. See Section G(2) (Authorized Dealers) for agency requirements.
 - Orders valued less than \$5,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.
- *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.
- *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining "best value". Ordering Agencies have the option to use the Best Value Determination Worksheet or the agency's own form to document the results.
- *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section G (3) (Purchase Order Form and Execution).

b. Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section G (1.a) above or other process in accordance with their procurement policies and regulations.

2. Authorized Dealers

- a. State-approved Authorized Dealers may provide offers, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Participating Addendum.
- b. Ordering Agencies may only use State-approved Authorized Dealers for soliciting offers and order execution when:
 - Attachment A indicates if Authorized Dealers are available for use under the specific California Participating Addendum; and
 - The firm is identified on the Approved Authorized Dealer listing posted on the State's eProcurement website.
- c. If soliciting offers from Authorized Dealers, State departments must retain a copy of the State's Approved Authorized Dealer listing, for the individual California Participating Addendum, in the procurement file.
- d. All purchase order documents to Authorized Dealers must contain the California Participating Addendum Number and the prime Contractor's name as instructed in Attachment A.

3. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A. See Section G (2) for additional requirements when executing orders through Authorized Dealers.

a. State departments

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

b. Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

H. INVOICING AND PAYMENT

1. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

2. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

3. CAL-Card

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Section G.3 (Purchase Order Form and Execution) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual Volumes 1, 2 and 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

I. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

J. ATTACHMENT A

Attachment A – Contract Information

California Participating Addendum (Contract) No.	7-15-70-23
Contractor Name	Canon U.S.A., Inc.
Term Dates	9/25/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Groups)	Group A – Convenience Copiers Group B – Production Copiers Group C—Wide Format Group D – Printers
Contractor Website (Product and Pricing Information)	http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=116
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	30625725
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Mike Hurley
Phone	(631) 330-3613
Fax	(631) 330-5459
Email	isgbidadmin@cusa.canon.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Canon U.S.A., Inc. One Canon Park Melville NY, 11747 (631) 330-3613 isgbidamin@cusa.canon.com
Ordering through State-Approved Authorized Dealers	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

2. Authorized Dealers

- a. State-approved Authorized Dealers may provide offers, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Participating Addendum.
- b. Ordering Agencies may only use State-approved Authorized Dealers for soliciting offers and order execution when:
 - Attachment A indicates if Authorized Dealers are available for use under the specific California Participating Addendum; and
 - The firm is identified on the Approved Authorized Dealer listing posted on the State's eProcurement website.
- c. If soliciting offers from Authorized Dealers, State departments must retain a copy of the State's Approved Authorized Dealer listing, for the individual California Participating Addendum, in the procurement file.
- d. All purchase order documents to Authorized Dealers must contain the California Participating Addendum Number and the prime Contractor's name as instructed in Attachment A.

3. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these agreements must contain the applicable California Participating Addendum Number as shown in Attachment A. See Section G (2) for additional requirements when executing orders through Authorized Dealers.

a. State departments

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available on the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

b. Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

H. INVOICING AND PAYMENT

1. Payment Terms

Payment terms for these agreements are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

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Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

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I. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

J. ATTACHMENT A

State of California
Department of General Services
Procurement Division

Cooperative Agreement
USER INSTRUCTIONS Supplement #2
NASPO ValuePoint Copiers, Printers and Related Devices

Attachment A – Contract Information

California Participating Addendum (Contract) No.	7-15-70-23
Contractor Name	Canon U.S.A., Inc.
Term Dates	9/25/2015 through 12/31/2019
Lead State Agreement	Nevada NASPO ValuePoint Master Agreement No. 3091
California Participating Addendum Website	<u>Cal eProcure</u> (See Section E.2 for Cal eProcure contract search instructions)
Product/Service Categories (Awarded Groups)	Group A – Convenience Copiers Group B – Production Copiers Group C—Wide Format Group D – Printers
Contractor Website (Product and Pricing Information)	http://ebb.cusa.canon.com/portal/page/portal/sites/home?state_site=116
Payment Terms	Net 45 days
CAL-Card Accepted	Yes (See Section H, 3 for CAL-Card use requirements)
SB/DVBE Certification(s)	None
Seller's Permit No.	30625725
CONTRACTOR CONTRACT MANAGER	
Contract Manager	Mike Hurley
Phone	(631) 330-3613
Fax	(631) 330-5459
Email	isgbidadmin@cusa.canon.com
ORDERING/REQUEST FOR OFFER (RFO) INFORMATION	
Contractor (Direct) Ordering Information	Canon U.S.A., Inc. One Canon Park Melville NY, 11747 (631) 330-3613 isgbidamin@cusa.canon.com
Ordering through State-Approved Authorized Dealers	Yes; Refer to the Participating Addendum State-Approved Authorized Reseller Listing posted on <u>Cal eProcure</u> .

REQUEST FOR PROPOSALS



The City Clerk Department is requesting proposals for:

CITYWIDE COPIER UPGRADE PROJECT

RELEASE DATE: April 28, 2022

RESPONSE DUE: May 24, 2022

GENERAL INFORMATION

The City of San Fernando is requesting proposals from qualified and experienced vendors for the Citywide Copier Upgrade Project for a three-year term with two optional one-year extensions. The required equipment and services are described in the Scope of Work.

BACKGROUND

The City of San Fernando incorporated in 1911, and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs full-time and part-time employees from a total Adopted Budget for Fiscal Year 2021-2022 of \$62.7 million, which includes a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is interested in receiving responsive and competitive proposals from experienced and qualified vendors to provide the lease/rental of multi-function printers and maintenance services for the Citywide Copier Upgrade Project. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Julia Fritz, City Clerk, via e-mail at cityclerk@sfcity.org. Questions must be received by 5:30 p.m. on **Wednesday, May 11, 2022**. All questions received prior to the deadline will be collected and responses will be emailed by **Tuesday, May 17, 2022**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Julia Fritz at cityclerk@sfcity.org and the subject line of the email shall read, "**City of San Fernando RFP – Citywide Copier Upgrade Project**". Proposals must be received no later than Tuesday, **May 24, 2022, before 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

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

G. Collusion

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

CURRENT INVENTORY

The City currently leases six (6) multi-function printers from Image 2000 and the Police Department leases seven (7) multi-function printers from Canon. The photocopiers are located throughout the City at City Hall, Public Works City Yard, Las Palmas Park, San Fernando Recreation Park, and the Police Department. Please see table below outlining the City's current inventory of leased multi-function printers that require upgrade/replacement and their respective department.

<u>Building/Dept.</u>	<u>Location</u>	<u>*Size / Make / Model #</u>	<u>B/W or Color</u>
City Hall/ City Manager/ City Clerk Area	Reproduction Room 108 117 Macneil St.	Large Sharp / MX-4111N	Color
City Hall/ Personnel Area	Reproduction Room 128 Admin 117 Macneil St.	Large Sharp / MX-M753N	B/W
Public Works City Yard	Copy Room 120 Macneil St.	Medium SHARP / MX-M283N	B/W
Las Palmas Park	505 S. Huntington St.	Large Sharp / MX-4111N	Color
Las Palmas Park	505 S. Huntington St.	Large Sharp / MX-4111N	Color
Recreation Park	208 Park Ave.	Large Sharp / MX-4111N	Color
Police Department - Detectives	910 First St.	Medium Canon	Color
Police Department - Property Control	910 First St.	(2) Printers Currently Not Working REPLACE WITH (1) PRINTER SIMILAR TO DETECTIVES	
Police Department - Records (Used Often)	910 First St.	Medium Canon	Color
Police Department - Records (Dispatch Back-Up)	910 First St.	Small Canon	B/W
Police Department - Dispatch (Used Often)	910 First St.	Medium Canon	B/W
Police Department – Reproduction Room	910 First St.	Large Canon	Color
Police Department - Watch Commander (Same as Records Color Printer)	910 First St.	Medium Canon	Color
Police Department - Report Writing Room (Same as Records B/W Printer)	910 First St.	Small Canon	B/W

*Size: Small, Medium, and Large refers to the production capacity of the printer

SCOPE OF SERVICE

The following sections describe the specific services being requested by this Request for Proposal. If the vendor feels that additional tasks are warranted, they must be clearly identified in the vendor's proposal.

A. Required Equipment

1. Unit Quantities
 - a. It is anticipated the City will lease/rent a total fourteen (14) machines during the term of the contract. However, the City reserves the right to increase or decrease the number of units depending on the City's needs/requirements.
 - b. Multi-Function Printers, if possible, should be of the same brand in order to maintain a uniform fleet.
2. Toner
 - a. Vendor shall provide at least two extra toner cartridge for each machine for staff to keep on hand.
3. Return of Equipment
 - a. At the end of the lease/rental term, the successful vendor shall be required to clean or scrub the hard drive from each device and pick-up and remove all equipment furnished under this proposal from each City location and return it to the owner/lessor at no additional cost to the City.
4. Network
 - a. All multi-function printers should have a 1000 MB Ethernet, RJ-45 connection to the City's network, and an analog phone line.
5. Capabilities

Each multi-function printer shall provide the following capabilities from the City's networked devices such as:

 - a) Print
 - b) Scan to network directories (multiple at a time)
 - c) Scan to Print
 - d) Collating and Stapling
 - e) Fax
 - f) Duplex and color-scanning
 - g) Copy quality on 20 lb. bond paper without feed problems

- h) 8.5" x 11", 8.5" x 14", and 11" x 17" paper sizes for reproduction; produce copy onto 8.5" x 11", 8.5" x 14", and 11" x 17" paper sizes, and, if necessary, accept 11" x 17" paper sizes for reduction.
- i) Equipped with Optical Character Recognition (OCR) software, which allows users to convert scanned documents into editable file formats including Microsoft Word and Excel
- j) Automatic document feeder that automatically handles duplexed originals
- k) Stop automatically when the paper supply is empty or when copies do not exit the normal paper path; feature "empty paper supply" and "paper jam" indicators
- l) Auto stapling in multiple configurations
- m) Page-numbering capability
- n) 2-hole and 3-hole punch capability
- o) Energy saving features (sleep mode and/or other energy efficiencies)

6. Minimum Equipment Requirements and Features

LARGE VOLUME EQUIPMENT (QTY 6 COLOR COPIER)	
Locations: City Hall (Reproduction Room 108), Las Palmas Park (2), Recreation Park, Police Department (Reproduction Room)	
Copy Speed	70-90 Copies per Minute
Scanner Speed	60 Copies per Minute
Document Feeder	Reversing/Duplexing Auto Document Feeder (RADF)/(DADF)
Duplex	Automatic
Maximum Size Original	11" x 17"
Multiple Copies	0-99 Minimum
Paper Supply Capacity	4,000 Sheets (8½" x 11")
Number of Paper Drawers	4 (Various Paper Sizes)
Other Required Features	Finisher, Collating, Stapling, Auto Contrast, 2 and 3 Hole Punch, Page numbering
Copy Volume per Month	5,000-15,000

MEDIUM VOLUME EQUIPMENT (QTY 6, 2 B&W, 4 COLOR COPIER)	
Locations: Public Works Yard, Police Department (Detectives, Property Control, Records, Dispatch, Watch Commander)	
Copy Speed	50-65 Copies per Minute
Scanner Speed	50 Copies per Minute
Document Feeder	Reversing/Duplexing Auto Document Feeder (RADF)/(DADF)
Duplex	Automatic
Maximum Size Original	11" x 17"
Multiple Copies	0-99 Minimum
Paper Supply Capacity	4,000 Sheets (8½" x 11")
Number of Paper Drawers	4 (Various Paper Sizes)
Other Required Features	Finisher, Collating, Stapling, Auto Contrast, 2 and 3 Hole Punch, Page numbering
Copy Volume per Month	7,000-20,000

SMALL VOLUME EQUIPMENT (QTY 2, B&W)	
Locations: Police Department (Records / Dispatch Back Up & Report Writing Room)	
Copy Speed	20-45 Copies per Minute
Scanner Speed	30 Copies per Minute
Document Feeder	Reversing/Duplexing Auto Document Feeder (RADF)/(DADF)
Duplex	Automatic
Maximum Size Original	11" x 17"
Multiple Copies	0-99 minimum
Paper Supply Capacity	500 Sheets (8½" x 11")
Number of Paper Drawers	3 (Various Paper Sizes)
Other Required Features	Finisher, Collating, Stapling, Auto Contrast, 2 and 3 Hole Punch, Page numbering
Copy Volume per Month	5,000-10,000 Copies

B. Required Services

1. Term Requested

- a. A proposal for a three-year equipment lease and maintenance services is requested with two optional one-year extensions.

2. Government Contract Pricing/Cooperative Agreement

- a. If most cost effective, the City's preference is for all equipment provided under this proposal to reflect government contract pricing. Vendors shall include in their proposal the name of the governmental entity or the organization that negotiated the contract and the contract number. Prices as proposed shall remain firm during the term of the contract.

3. Installation

- a. Prior to the installation at any site, the installing vendor shall survey and review the proposed installation location to ensure that it meets the manufacturer's established installation criteria. Should the proposed installation location not meet established installation criteria, the installing vendor and the City shall attempt to locate an alternate, mutually agreeable location for the machine at the appropriate site. Should a mutually agreeable location meeting the manufacturer's established installation criteria not be available, the installing vendor shall not install the machine and shall notify City Project Manager immediately, in writing, of all particulars prohibiting the installation.
- b. City Project Manager may, after review, terminate the order for that particular installation site without incurring any obligation or cost to the City or assessing any additional costs to the vendor.

c. Successful Vendor shall provide technical assistance as required for installation.

4. Maintenance

a. Vendors shall provide guaranteed maintenance service, including all parts and labor, at the rates proposed herein for the duration of the lease/rental period. In the event any machine cannot be repaired to the extent that it demonstrates adequate performance and reliability, vendor shall guarantee its replacement with the same or like model at no additional cost. Vendors shall include the cost of a full maintenance agreement in their proposal.

b. Vendors shall guarantee repair services Monday through Friday from 8:00 a.m. to 5:00 p.m. Maximum service response time at each City location shall not exceed nine (9) work-hours. Vendors shall also include in their proposals the number of technicians who will be responding to service calls from the City and the qualifications of those technicians.

5. Training

a. Training shall be provided by the successful Vendor to City staff upon equipment installation, and as required thereafter by the City. Instruction shall encompass basic operation, basic system feature utilization, and utilization of network features

PROPOSED TERM OF CONTRACT

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

SCHEDULE FOR SELECTION

RFP Available:	April 28, 2022
Deadline for submittal of Questions:	May 11, 2022
Response to Questions:	May 17, 2022
Deadline for submittal of Proposal:	May 24, 2022
Interviews and demonstrations	May 31, 2022 to June 10, 2022
Agreement Presented to Council for Review & Approval:	June 20, 2022

METHOD OF SELECTION AND NOTICES

The City Clerk will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

The Proposals must include the following information:

1. Prospective Vendors must submit one *digital copy of their proposal via email*.
2. Include a *Transmittal Letter*
 - a. This section should include the Vendor name and representative contact information (email and phone number).
 - b. A statement to the effect that the proposal will remain valid for 90 days from the proposal due date.
 - c. Acknowledgment of receipt of addenda, if any.
 - d. Signature of the person authorized to bind the terms of the proposal.

3. Include a *Proposal Summary Section*

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

4. Include a *Profile of the Proposing Vendor(s) Section*

This section shall include a brief description of the vendor, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Vendor where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Vendor or its insurers within the last five years.

5. Include a *Qualifications of the Vendor* Section

This section shall include a brief description of the Vendor's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

6. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Vendor's understanding of the City's objectives and work requirements and the Vendor's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Vendor in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

7. Include a *Project Staffing* Section

In this section, discuss how the Vendor would propose to staff this project. Designate an administrator who would serve as a day-to-day contact for the City. Vendor's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Vendor personnel will be an important factor considered by the City Clerk. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

8. Include *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City. Government contract pricing should be used if most effective. Exhibits "A-C" should be included in proposal.

The Vendor shall state any costs associated with de-installation and pick up of equipment at the end of the lease. The City will not be liable for any costs not specifically detailed in proposal.

In addition, include the costs for any other services that are considered optional additions.

9. Include a *Delivery* Section

The vendor shall state in its proposal the number of business days necessary for delivering and installing equipment.

The vendor is expected to start immediately after the Contract Services Agreement has been signed by all parties and executed by the City, business license has been obtained, and required insurance has been provided.

The vendor must detail all anticipated expenses that will be incurred by the City for the delivery and installation of equipment.

The City will not be liable for expenses not detailed in RFP response.

The vendor shall invoice the City for delivery and installation upon written acceptance of the equipment by the City.

Delivery and installation cost shall include on-site training by a fully qualified representative of the vendor. The date of the equipment training shall be chosen by the City after delivery and installation. It may be necessary for vendor to conduct multiple training sessions at City Hall as well as at off site City locations. All user manuals and operating guides shall also be provided with the equipment.

EXHIBIT "A"
EQUIPMENT PRICING

Model Number: _____	VENDOR RESPONSE
Description: _____	
Base Monthly Payment: 3 year lease or rental	
Network Printing	
Network Scanning	
Network Faxing	
OCR Software	
Additional Feature _____	
Additional Feature _____	
Copy and Scan allowance included in Base Monthly Payment (B&W & Color)	
Additional Copy Charge (B&W & Color)	
Additional Scan Charge (B&W & Color)	
Monthly Maintenance Charge	
Destination, Delivery and/or Installation Charge	
Training Charge	
Average Monthly cost for Supplies, including staples (based on estimated range)	
Monthly Subtotal	
Tax (10.25%)	
Other Costs	
Total Monthly Costs	
Responses are to reflect Government Contract Pricing. Please identify the jurisdiction and contract number	
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required	

EXHIBIT "B"
EQUIPMENT FEATURES

Model Number: _____	VENDOR RESPONSE
Description: _____	
Number of Units Proposed	
Dimensions & Weight	
Document Feeder (Type)	
Electrical Requirements	
Network Requirements	
Network Printer Speed (copies per minute)	
Network Scan Speed (scans per minute)	
Network Fax Speed (scans per minute)	
Color Scanning (Yes or No)	
Optical Character Recognition (OCR) Software	
Duplexing Capability (Yes or No; Speed)	
Reduction/Enlargement (Yes or No; %)	
Job Interrupt/Job Recovery Display	
Maximum Output Size (Dimensions)	
Maximum Size Original (Dimensions)	
Print Resolution	
Scan Resolution	
Page Numbering (Yes or No)	
Margin Shift (Yes or No)	
Stapling	
Paper Drawers (Number of)	
Paper Supply Capacity	
Single-Sheet Bypass Capability (Yes or No)	

EXHIBIT "B"

2 and 3 Hole Punch Capability (Yes or No)	
Memory Capacity	
Energy Star Certified (Yes or No)	
Energy Saving Features	
Estimated Energy Usage	
Estimated Energy Savings	
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

EXHIBIT "C"
EQUIPMENT PERFORMANCE AND SERVICE

Model Number: _____	VENDOR RESPONSE
Description: _____	
Recommended Volume Capacity per Month	
Frequency of Scheduled Preventative Maintenance	
Anticipated Performance Capability – Historical Pattern of Service	
Average Service Response Time	
Number of Technicians Capable of Providing Service to the City of San Fernando	
Length of Time Equipment Has Been Marketed	
Extensiveness of Product Testing - Scope of Quality Assurance	
Manufacturer or Distributor	
Number of Years Engaged in Providing Equipment within Scope of Specification Under Present Business Name	
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
MARY MENDOZA

May 18, 2022

VICE MAYOR
HECTOR A. PACHECO

COUNCILMEMBER
SYLVIA BALLIN

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
CELESTE T. RODRIGUEZ

RFP FOR CITYWIDE COPIER UPGRADE PROJECT RESPONSE TO QUESTIONS ADDENDUM NO. 1

Question No. 1: I was wondering if we can have a walkthrough to see where the existing copiers are located and the space around them?

Response No. 1: If the vendor desires, all photocopiers are located throughout the City at City Hall, Public Works City Yard, Las Palmas Park, San Fernando Recreation Park, and the Police Department.

Question No. 2: I noticed that all the copiers even the small ones require "Finisher, Collating, Stapling, Auto Contrast, 2 and 3 Hole Punch, Page numbering", Can you verify?

Response No. 2: The minimum equipment requirements and features for the Small Volume printer has been slightly revised, please see below:

SMALL VOLUME EQUIPMENT (QTY 2, B&W)	
Locations: Police Department (Records / Dispatch Back Up & Report Writing Room)	
Copy Speed	20-45 Copies per Minute
Scanner Speed	30 Copies per Minute
Document Feeder	Reversing/Duplexing Auto Document Feeder (RADF)/(DADF)
Duplex	Automatic
Maximum Size Original	8 ½" x 11"
Multiple Copies	0-99 minimum
Paper Supply Capacity	500 Sheets (8½" x 11")
Number of Paper Drawers	3 (Various Paper Sizes)
Other Required Features	Collating
Copy Volume per Month	5,000-10,000 Copies

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

Question No. 3: "Vendor shall provide at least two extra toner cartridge for each machine for staff to keep on hand." - Our MFPs come with full supplies not starter supplies. On color MFPs we have 4 toners. Are you asking for 8 for each and if we provide all color models then 8x14 = 112 toners.

RFP FOR CITYWIDE COPIER UPGRADE PROJECT

RESPONSE TO QUESTIONS

ADDENDUM NO. 1

Page 2 of 3

Response No. 3: The City is requesting ten (10) color printers and four (4) black/white only printers. At a minimum, each printer should have one extra toner on hand (black and color).

Question No. 4: Can you provide the current Canon models?

Response No. 4: The current Canon models can be found below:

- IRADV400IF
- IRADV4245
- IRADVC250
- IRADVC5535I
- IRADVC7570I
- IRADVC250
- IRADV400IF

Question No. 5: Can you provide a Copy of the Current contract and costs?

Response No. 5: Please see Exhibit "A" for the current costs

Question No. 6: Can we provide an alternate model for your low volume units?

Response No. 6: Yes, if necessary, please provide an alternate model.

Question No. 7: Will it be our responsibility to remove and ship back the old equipment, or is this the responsibility of the current supplier?

Response No. 7: The City will confirm with the current supplier. Please propose a line item with the cost.

Question No. 8: For the medium and/or small volume units, will you accept inner staple finishers or do you prefer console finishers at the side of the devices?

Response No. 8: Inner staple finisher is acceptable for medium volume unit. Please refer to Response No. 2 for small volume units.

Question No. 9: Page 5 under A.1. Unit Quantities. This section states that "the City reserves the right to increase or decrease the number of units depending on the City's needs/requirements." Can you expand on this? Can you provide anticipated (or historical) number of units over the term that would increase or decrease?

Response No. 9: The City is requesting upgrades to fourteen (14) printers throughout the City. The City cannot determine an increase or decrease in the future at this time.

RFP FOR CITYWIDE COPIER UPGRADE PROJECT

RESPONSE TO QUESTIONS

ADDENDUM NO. 1

Page 3 of 3

Question No. 10: Page 8-9, Method of Selection and Notices. Are the bulleted selection criteria equally weighted? If not, can you provide the weighting?

Response No. 10: Bullet points are listed by highest to lowest priority:

1. Cost Effectiveness
2. Potential to benefit the City
3. Responsiveness to City's issues
4. Completeness and Comprehensiveness
5. Experience of the firm providing similar services to other municipalities
6. Quality of proposed staff

Question No. 11: Can I request a copy of the existing lease agreements and monthly B&W and Color service volumes for the Sharp equipment currently installed at the City of San Fernando.

Response No. 11: Please refer to Exhibit "A".

Question No. 12: Is the City of San Fernando willing to accept a 5 year (60 Mo.) lease as an exception to the RFP in order to reduce the payment amount per month?

Response No. 12: Yes.

Question No. 13: On Page 6 of the RFP - A. Required Equipment, 5. Capabilities, i) Equipped with Optical Character Recognition (OCR) software, which allows users to convert scanned documents into editable file formats including Microsoft Word and Excel. Does the City of San Fernando require the ability to scan to Excel? Or will scan to Office Open XML (PowerPoint, Word) be sufficient?

Response No. 13: Office Open XML will suffice.



Using E NIPA FI-R-0251-18 (2018)

Config Qty	Line Qty	Description	Product Description
3	1	IMAGERUNNER ADVANCE DX C5870I	
	1	PAPER DECK UNIT-F1	• Print/Copy Speed: up to 70 ppm (BW/Color, Letter)
	1	2/3 HOLE PUNCHER UNIT-A1	• Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
	1	CASSETTE FEEDING UNIT-AQ1	• Print up to 12" x 18"
	1	STAPLE FINISHER-AB1	• Includes two 550-sheet paper cassettes
	1	BUFFER PASS UNIT-P1	• Standard security feature set, including McAfee Embedded Control
	1	ESP NEXT GEN PCS POWER FILTER (120V/15A)	• Includes uniFLOW Online Express for cloud-based accounting and cost control per user/department
2	1	IMAGERUNNER ADVANCE DX C5850I	
	1	CASSETTE FEEDING UNIT-AQ1	• Print/Copy Speed: up to 50 ppm (BW/Color, Letter)
	1	BUFFER PASS UNIT-P2	• Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
	1	STAPLE FINISHER-AB2	• Print up to 12" x 18"
	1	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP	• Includes two 550-sheet paper cassettes
			• Standard security feature set, including McAfee Embedded Control
1	1	IMAGERUNNER ADVANCE DX C5850I	
	1	CASSETTE FEEDING UNIT-AQ1	• Includes uniFLOW Online Express for cloud-based accounting and cost control per user/department
	1	INNER FINISHER-L1	
	1	INNER 2/3 HOLE PUNCHER-D1	
	1	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP	
3	1	IMAGERUNNER ADVANCE DX 4845I	
	1	INNER 2/3 HOLE PUNCHER-D1	• Print/Copy Speed: up to 45 ppm (BW, Letter)
	1	CASSETTE FEEDING UNIT-AW1	• Scan Speed: up to 270 ipm (300 dpi) (BW/Color, Duplex)
	1	INNER FINISHER-L1	• Print up to 12" x 18"
	1	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP	• Includes two 550-sheet paper cassettes
			• Standard security feature set, including McAfee Embedded Control
			• Includes uniFLOW Online Express for cloud-based accounting and cost control per user/department

Canon
CANON SOLUTIONS AMERICA



Dimensions (W x D x H)
59.49" x 28.43" x 46.77"



Dimensions (W x D x H)
45.75" x 28.43" x 46.77"



Dimensions (W x D x H)
27.95" x 29.17" x 46.77"



Dimensions (W x D x H)
26.97" x 27.24" x 45.08"

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: October 17, 2022

Subject: Consideration to Adopt Resolutions to Accept Grant Funds from the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the California Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership Program 22-APP24 (Attachment "A") in the amount of \$69,820;
- b. Adopt Resolution No. 8186 (Attachment "B") authorizing the Police Chief to execute Standard Agreement No. 22-APP24 (Exhibit "A" of Attachment "B") with ABC; and
- c. Adopt Resolution No. 8187 (Attachment "C") amending the budget of Fiscal Year (FY) 2022-2023 to appropriate the grant revenues and expenses.

BACKGROUND:

1. On March 31, 2022, the Police Department submitted an application to ABC requesting funds for the Alcohol Policing Partnership program (APP), which includes public awareness of selling alcohol to minors, Minor Decoy operations, Shoulder Tap operations and Inform Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) educational presentations.
2. On May 27, 2022, the Police Department received notification that it had been selected to receive funding for FY 2022-2023 from APP.

ANALYSIS:

The Police Department provides public safety services to a population of approximately 25,000 persons residing within the 2.42 square miles of San Fernando. Over the past three fiscal years (2019-2022) the Police Department averaged approximately 86 DUI arrests per year with minor DUI arrests composing approximately 6.15% of that total. With this APP grant, the Police

Consideration to Adopt Resolutions to Accept Grant Funds from the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program

Page 2 of 2

Department will strive to educate its Police Officers, Detectives, community members, and licensees and their employees regarding the rules of ABC and the impact of alcohol sales to minors. The Police Department will accomplish this education through a variety of trainings including roll call, License Education of Alcohol and Drugs (LEAD) classes, Neighborhood and Business Watch events, community meetings and IMPACT classes.

With this current grant, the Police Department will focus on the following:

- Sales of alcohol to minors by both on-sale and off-sale establishments.
- Curbing persistent criminal offenses that may result from problematic on-sale premises including alcohol sales to minors, loitering, civil disturbance, narcotics usage and sales and DUI.
- Training of licensees and their employees to prevent non-compliance with ABC rules and regulations.

ABC requires that the City adopt a Resolution that includes specific elements that will satisfy the stipulations made by ABC in the grant documentation. The goal of the program is to continue to reduce the availability of alcohol to local youth and to educate local merchants regarding the importance of adherence with ABC laws. Grant funds will be used to reimburse the City for overtime costs incurred during enforcement operations for those goals.

BUDGET IMPACT:

The ABC grant from the State of California is in the form of a reimbursement grant and requires the City to enter into an agreement with ABC to administer the grant. The grant is in the amount of \$69,820 and the proposed Budget Resolution will appropriate the full grant amount in FY 2022-2023.

CONCLUSION:

Staff recommends that the City Council approve the acceptance of the ABC Grant 22-APP24 in the amount of \$69,820, authorizing the Police Chief to execute the Standard Agreement contract with ABC, and adopt a resolution amending the Fiscal Year 2022-2023 Budget.

ATTACHMENTS:

- A. ABC Award Letter
- B. Resolution No. 8186, including:
Exhibit A: Standard Agreement
- C. Resolution No 8187

STATE OF CALIFORNIA — BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom, Governor

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

May 27, 2022

Chief Fabian Valdez
San Fernando Police Department
910 First Street
San Fernando, CA 91340

Dear Chief Fabian Valdez:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive funding for your 2022/2023 Alcohol Policing Partnership (APP) grant proposal.

We will be hosting a two day training conference beginning at 8:30 am on July 12, 2022 and ending at approximately 5:00 pm on July 13, 2022. This conference offers valuable training in alcohol enforcement and serves as an excellent opportunity for the representatives from your agency to meet and share information with other law enforcement agencies from across the State.

This year the conference will be held at the UC Davis Conference Center located at 550 Alumni Lane, Davis, CA 95616. The conference will accommodate up to two attendees from each agency. It is recommended that your sworn Project Director and an officer/deputy assigned to the grant program attend. There is a \$325.00 registration fee per person to attend the conference. This fee is reimbursable through the grant.

**An email will be sent out in June to notify your Project Director once the registration site is open.*

A grant agreement will be forthcoming in the next couple of weeks which requires a resolution, order, motion, ordinance or other similar document from your local governing body authorizing execution of the agreement. Due to the fact that these resolutions typically have to be put on your governing body's calendar, we ask that you do this as soon as possible.

If you have any questions, please call Kristine Okino, Grant Coordinator at (916) 419-2572 or email at Kristine.okino@abc.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'EH' or 'Eric Hirata'.

Eric Hirata
Director

Cc: Lt. Irwin Rosenberg, Project Director

RESOLUTION NO. 8186

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AUTHORIZING THE POLICE CHIEF TO PROPOSE AND ENTER
INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL TO DEVELOP AN ALCOHOL POLICING
PARTNERSHIP PROGRAM**

WHEREAS, The City Council of the City of San Fernando desires to undertake a certain project designated as 2022-2023 Alcohol Policing Partnership Program to be funded in part from funds made available through the Grant Assistance Program administered by the Department of Alcoholic Beverage Control (hereafter ABC).

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

SECTION 1. The Police Chief is authorized to execute, on behalf of the City Council and City Manager, the attached Contract/Agreement (Exhibit "A"), including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

SECTION 2. It is agreed that any liability arising out of the performance of this contract including civil court actions for damages, shall be the responsibility of the grant recipient and authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

SECTION 3. The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION 4. This award is not subject to local hiring freezes.

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 17th day of October, 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. 8186 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 17th day of October, 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 October, 2022.

Julia Fritz, City Clerk

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-APP24

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of San Fernando through the San Fernando Police Department

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$69,820.00 Sixty nine thousand eight hundred twenty dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Fernando through the San Fernando Police Department

CONTRACTOR BUSINESS ADDRESS

910 First Street

CITY

San Fernando

STATE

CA

ZIP

91340

PRINTED NAME OF PERSON SIGNING

Fabian Valdez

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-APP24

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2022 through June 30, 2023.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least four (4) Minor Decoy operations.
2. Conduct at least five (5) Shoulder Tap operations, including one Statewide operation.
3. Conduct at least four (4) IMPACT operations.
4. Conduct at least six (6) Park enforcement operations.

5. Conduct an annual community presentation at a Neighborhood Watch meeting.
6. Conduct an annual Business Watch presentation focusing on inviting on-site, off-site and non-retail to attend.
7. Provide at least three (3) press releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
8. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
9. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

San Fernando Police Department
Irwin Rosenberg, Lieutenant
910 First Street
San Fernando, CA 91340
(818) 898-1255
irosenberg@sfcity.org

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

San Fernando Police Department
Sonia Garcia, Interim Director of Finance
117 Macneil Street
San Fernando, CA 91340
(818) 898-1215
sgarcia@sfcity.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (22-APP24) and must not exceed the contract total authorized amount of \$72,780.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grant Coordinator
 3927 Lennane Drive, Suite 100
 Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2022.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2022 and on or before the project termination date, June 30, 2023.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Lieutenant (94 hours @ \$138.42/hour)	\$13,012.00
Officers/Detectives (392 hours @ \$89.49/hour)	\$35,080.00
Desk Officer (78 hours @ \$68.63/hour)	\$5,353.00
Sergeant (2.5 hours @ \$107.04/hour)	\$268.00
Benefits (estimated @ .2145)	\$11,173.00
TOTAL Personnel	\$64,886.00
B. Operating Expenses (receipts required)	
n/a	\$0.00
TOTAL Operating	\$0.00
C. Equipment (receipts required, must be purchased by 12/31)	
Camera – Nikon Z50	\$1,330.00
ID Reader – ID Vision Smart Plus ID Scanner (pre-approval req)	\$1,104.00
TOTAL Equipment	\$2,434.00
D. Travel Costs	
Registration, per diem, lodging and travel costs	\$2,500.00
TOTAL Travel	\$2,500.00
GRANT TOTAL	\$69,820.00

III. BUDGET CONTINGENCY CLAUSE

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

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2022, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



STATE OF CALIFORNIA

Department of Alcoholic Beverage Control

Alcohol Policing Partnership Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: San Fernando Police Department	
2. Description of Applicant Agency: <i>Provide your city or county jurisdiction, and include population data, relevant demographic, and socio-economic characteristics of the community.</i> The San Fernando Police Department (SFPD) is authorized for 35 sworn officers, 20 civilian employees and has 17 reserve police officers. The City of San Fernando is 2.4 square miles serving a population of near 24,000. The City demographically is 93% Hispanic/Latino and the median household income is \$60,655 with a per capita income of \$23,626. The population per square mile is 9,959. According to the US Census Bureau, 38.6% of residents are foreign born, and 64.6% of persons 25 years and older are high school graduates while 14.1% have bachelor or higher degrees. Those estimated to live in poverty is 9.3%.	
3. Number of licenses in Project Area: 61	4. Tax ID: 95-6000779
5. Funds Requested: \$72,780	6. Project Period: July 1, 2022 – June 30, 2023
7. Acceptance of Conditions: <i>By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.</i>	
A. Project Director <i>Person Having Day-To-Day Responsibility for the Project</i>	B. Chief of Police or Sheriff <i>Authorizing Official</i>
Name: Irwin Rosenberg Address: 910 First Street San Fernando, CA 91340 Phone: 818-898-1255 Email Address: irosenberg@sfcity.org Title: Lieutenant	Name: Fabian Valdez Address: 910 First Street San Fernando, CA 91340 Phone: 818-898-1250 Email Address: fvaldez@sfcity.org Title: Chief of Police
Signature:	Signature:
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Sonia Garcia Address: 117 Macneil Street San Fernando, CA 91340 Phone: 818-898-1215 Email Address: sgarcia@sfcity.org Title: Interim Director of Finance	
Signature:	

SCOPE OF WORK

Summary

During the most recent years under a 2020-2021 ABC Mini Grant and a 2021-2022 Alcohol Policing Partnership (APP) grant, San Fernando Police Department (SFPD) has been able to make a significant impact in addressing numerous ABC related violations through arrests and misdemeanor citations while conducting Shoulder Tap, Minor Decoy and DUI Saturation patrols. We have also educated local businesses and improved compliance with ABC regulations and state as well as local laws through IMPACT operations. SFPD proposes to continue these efforts in close collaboration and partnership with Agents of the Department of Alcohol Beverage Control Board if awarded this grant.

San Fernando is a small independent city founded in 1911 with a long history and strong community pride. Nestled in the northeast corner of the San Fernando Valley near the foothills of the San Gabriel Mountains, the City is 2.4 square miles with a population of near 24,000 and demographically is 93% Hispanic. The City is a general law City governed by a City Council elected at large and daily management is under the direction of the City Manager. The police department is budgeted for 35 sworn personnel assigned to patrol, detectives, K-9 and support services. There are 20 civilian professional staff and 17 sworn reserve officers.

We are asking for a grant funding amount of \$72,780.

The funding will support our efforts to conduct Minor Decoy details, Shoulder Tap details, IMPACT and Park Enforcement Details to prevent alcohol use in our parks by minors and adults during special activities such as Fourth of July fireworks show, concerts in the park and weekend sporting activities. We currently have 37 on sale retail, 22 off sale retail and 4 non-retail alcohol sales businesses.

Project Personnel

The Alcohol Policing Partnership (APP) will be overseen by Lieutenant Irwin Rosenberg who will have responsibility for supervising operations, grant management and reporting. Sworn personnel will participate in operations, education, IMPACT inspections and enforcement functions.

Minor Decoy operations will require two detectives and two patrol personnel, one supervisor (either a Lieutenant or a Sergeant), one desk officer and one minor decoy, typically a member of our Police Explorer or Jr Police Cadet personnel on a volunteer basis.

Shoulder Tap Operations will require two detectives, two patrol personnel, one supervisor (either a Lieutenant or Sergeant), one desk officer and one minor decoy again usually selected from our Police Explorer or Jr. Cadet programs.

The IMPACT operations will require two sworn personnel, usually a detective or patrol officer, and a supervisor, either a Lieutenant or Sergeant.

The new operation proposed for 2022-2023 grant period is the Park Patrol. The operations would require 4 sworn personnel in modified uniform, a supervisor (Lieutenant or Sergeant) and a desk officer.

All the above operations would be performed on overtime by all the named positions.

SCOPE OF WORK

Problem Statement

SFPD provides public safety to near 25,000 people living in 2.4 square miles. Our community is predominantly Hispanic/Latino (93%). During the past two fiscal years, thanks to our ABC partnership and APP grant funds, we have conducted Minor Decoy, Shoulder Tap and IMPACT operations as well as focused attention on retailer and community education. Despite these efforts, we continue to identify violations by members of the public and our retailers related to local ordinances and Business and Profession Codes for selling and furnishing alcoholic beverages to minors. To address these issues and prevent the illegal sale of alcohol to minors towards achieving our City's strategic goal to provide the highest quality of life for all, we need this funding to continue focused enforcement and education. As a small City with a small police department with limited resources, we require funding to conduct these enforcement operations utilizing existing personnel on an overtime basis.

During our participation in the Shoulder Tap Statewide operation on March 12, we issued 4 misdemeanor citations, which included 3 for furnishing alcohol to a minor and one for 12500(a) VC. This operation was unique because it also resulted in the detention of 4 youth who attempted a beer run/theft at a licensed off site retailer in the presence of our undercover operation. The driver of the vehicle that attempted to get away was unlicensed. We have conducted 4 Shoulder Tap operations, 3 Minor Decoy operations this year, which in all but one case resulted in citations for violations of the Business and Professions Code.

In addition to IMPACT operations, Minor Decoy operations and Shoulder Tap operations, our community has expressed concern for use of alcoholic beverages in our public parks during special events and weekend sport activities. Continued and increased enforcement, education, and inspections are important to prevent these illegal activities impacting public safety and quality of life.

Project Description *section 1 of 3*

The following goals, in priority order as required, will be performed if awarded this grant. SFPD will commit to:

1. Conduct Five Shoulder Tap operations, including one Statewide Operation, at various licensed off sale sites as well as at our Swap Meet that was recently licensed for beer sales on site. During the March 12 Statewide Shoulder Tap operation, two citations were issued for furnishing alcoholic beverage to a minor by Swap Meet patrons. It is critical we work towards zero violations at this location through enforcement, education and these operations. The number of violations issued and operations completed will be the measureable outcome.
2. Conduct Four Minor Decoy Operations at various on sale sites within our City to further prevent the sale and furnishing of alcoholic beverages to minors at these locations. The desired outcome is zero violations and the number of violations issued and operations completed will be the measureable outcome.
3. Conduct Six Park Enforcement operations to focus on violations of business and profession code violations as well as local municipal ordinances prohibiting consumption of alcoholic beverages in the City's parks during sporting activities, special events and weekend family activities. Measurable outcomes will be the citations issued and the decrease in number of citations as enforcement is conducted over the 12 month period.

SCOPE OF WORK

Project Description *section 2 of 3*

4. Conduct Four IMPACT inspections to assure retail on site, off site and non retail sellers maintain compliance. Measureable outcomes will be reduced violations and number of operations completed.
5. Conduct an annual community presentation at our Neighborhood Watch Meeting in partnership with our ABC partners. Measureable outcome is the completion of presentation and the number of attendees.
6. Conduct an annual Business Watch presentation focusing on inviting on site, off site and non retail sellers to attend. This presentation would be conducted in collaboration with our ABC partners. The measureable outcome would be the number of attendees and the completion of the presentation.
7. Issuance of at least three press releases during the course of the grant including announcing award of the grant, the completion of the Statewide Shoulder Tap Operations and the announcement of the Neighborhood Watch and Business Watch Presentations.
8. If the APP conference is held in person, send two sworn members of the department to attend this conference to bring back valuable information and share with other members of the department through roll call presentations.
9. When an incident warrants it, contact our ABC partners at TRACE to conduct point of sales investigations to assure the protection of the public and prevention of future incidents.

SCOPE OF WORK

Project Description *section 3 of 3*

10. Invite our ABC partners to host a booth at our annual National Night Out event in October 2022. This will allow agents to interact with the local community, disseminate valuable information and be a part of a community policing event that annually draws over 1,000 local residents.

ALCOHOL POLICING PARTNERSHIP GRANT PROPOSAL BUDGET DETAIL

A. Personnel Services

Salaries

Classification/Positions	Computation	Total Cost
1		
2		
3		
SUBTOTAL		\$ 0.00

Overtime

Classification/Positions	Computation	Total Cost
1 Lieutenant	94 hours x 138.42	\$ 13,012.00
2 Police Officer/Detective	392 hours x 89.49	\$ 35,080.00
3 Desk Officer	78 hours x 68.63	\$ 5,353.00
4 Sergeant	2.5 hours x 107.04	\$ 268.00
5		
6		
SUBTOTAL		\$ 53,713.00

Benefits

Classification/Positions	Computation	Total Cost
1 Lieutenant	.2145 x 13,012.	\$ 2,792.00
2 Police Officer/ Detective	.2145 x 35,080	\$ 7,525.00
3 Desk Officer	.149 x 5,353	\$ 798.00
4 Sergeant	.2145 x 268	\$ 58.00
5		
SUBTOTAL		\$ 11,173.00

B. Operating Expenses and Equipment

Operating Expenses *

Description	Computation	Total Cost
1		
2		
* maximum of \$2,500.00		
SUBTOTAL		\$ 0.00

Equipment *

Description	Computation	Total Cost
1 Camera Nikon Z50	1199 + 131 tax	\$ 1,330.00
2 ID Reader- ID Visor Smart Plus ID Scanner	995 + 109 tax	\$ 1,104.00
3		
* maximum of \$2,500.00		
SUBTOTAL		\$ 2,434.00

C. Travel Expenses *

Description	Computation	Total Cost
1 APP Conference	2 x 325	\$ 650.00
2 Hotel	3 nights, 2 persons, \$155 nightly	\$ 3,900.00
3 Per diem	2 dinners \$20, 2 lunches \$15, 2 breakfast \$10, 2 people	\$ 140.00
4 Travel	Airfare \$350 each x 2 persons, Uber \$35 each way to hotel	\$ 770.00
SUBTOTAL		\$ 5,460.00

* APP Conference only. All travel cannot exceed current state rates

GRANT TOTAL **\$ 72,780.00**

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services	64,886.00	0.00	64,886.00
B. Operating Expense	2,434.00	0.00	2,434.00
C. Travel/Registration Fees	5,460.00	0.00	5,460.00
D. Equipment			0.00
TOTALS	\$ 72,780.00	\$ 0.00	\$ 72,780.00

*This form does not become part of the contract but is **required** in the Request for Proposal package.*

RESOLUTION NO. 8187

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 ADOPTED ON JUNE 21, 2022 REGARDING AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO DEVELOP AN ALCOHOL POLICING PARTNERSHIP PROGRAM

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2031, commencing July 1, 2022, and ending June 30, 2023; and

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

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending July 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

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

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

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) ALCOHOL POLICING PARTNERSHIP PROGRAM 22-APP24

Increase in Revenues	<u>\$69,820</u>
Account No. 110-3696-3713	

Increase in Expenditures	<u>\$69,820</u>
Account No. 110-225-3696-4105	64,886
Account No. 110-225-3696-4300	2,434
Account No. 110-225-3696-4360	2,500

SECTION 2. 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 17th day of October, 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. 8187 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 17th day of October, 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 October, 2022.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
CJ Chiasson, Police Sergeant

Date: October 17, 2022

Subject: Consideration to Accept the Governor's Office of Emergency Services High Frequency Communications Equipment Grant

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Governor's Office of Emergency Services (CalOES) High Frequency Communications Equipment Grant FH21 01 1410 (Attachment "A"), in the amount of \$59,968, to reimburse equipment and overtime associated with the grant;
- b. Adopt Resolution No. 8185 (Attachment "B") amending the budget for Fiscal Year 2022-2023 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related document; and
- d. Authorize the Police Chief to expend the funds as detailed in the CalOES High Frequency Communications Grant.

BACKGROUND:

1. The CalOES's mission is to protect lives and property, build capabilities, and support our communities for a resilient California.
2. CalOES supports local jurisdictions and communities through planning and preparedness activities, training, and facilitating the immediate response to an emergency through the longer-term recovery phase. During this process, CalOES serves as the State's overall coordinator and agent to secure federal government resources through the Federal Emergency Management Agency.

Consideration to Accept the Governor's Office of Emergency Services High Frequency Communications Equipment Grant

Page 2 of 3

3. The purpose of the High Frequency Communications Equipment Program is to provide funding to Alerting Authorities, Emergency Operation Centers (EOC) or County Sheriff's Offices, for equipment that will allow local governments to be included in an integrated high frequency radio network service that utilizes frequencies authorized by the Federal Communications Commission and intended to be capable of communications with state, local, and federal agencies.

ANALYSIS:

The Police Department's main objective during emergencies and natural disasters is to protect life and property. One way that this is accomplished is by coordinating resources, equipment, and services to our community from the County, State, and Federal Governments. During these critical incidents, timely, accurate, and mission-necessary communications are vital to this objective.

The City faces many unique challenges from a disaster preparedness standpoint. Many of these have been laid out in the City's 2020 Multi-Hazard Mitigation Plan. These include the fact that San Fernando is near an earthquake fault, is in a flood plain, has a company that handles radiological materials, has frequent high winds and power outages, and is susceptible to wildfires. All of these vulnerabilities mean that the City's ability to communicate in a disaster is critical to the safety of the community and City employees.

With this grant, the Police Department would have the capability of communicating with partners across the County, State, and Federal Governments even if the City's infrastructure was disabled. High frequency communications does not rely on modern terrestrial means of communications and can reach far distances through radio waves to its intended recipient. This particular system is also capable of encrypted digital communications to ensure that the voice messages transmitted are secure when relaying mission-critical information.

BUDGET IMPACT:

The CalOES High Frequency Communications Equipment Grant from the State of California is in the form of a reimbursable grant and required the Police Department to enter into an agreement with CalOES to administer the grant. The grant is in the amount of \$59,968 and the proposed Budget Resolution will appropriate the full grant amount in Fiscal Year 2022-2023.

Consideration to Accept the Governor's Office of Emergency Services High Frequency Communications Equipment Grant

Page 3 of 3

CONCLUSION:

Staff recommends that the City Council approve the acceptance of the CalOES High Frequency Communications Equipment Grant FH21 01 1410 in the amount of \$59,968.00 and approve a resolution amending the Fiscal Year 2022-2023 Budget.

ATTACHMENTS:

- A. High Frequency Communications Equipment Grant FH21 01 1410
- B. Budget Resolution No. 8185

GAVIN NEWSOM
GOVERNOR



ATTACHMENT "A"
MARK S. GHILARDUCCI
DIRECTOR

May 27, 2022

Irwin Rosenberg, Lieutenant
San Fernando, City of
910 First Street
San Fernando, CA 91340-2992

Subject: **Notification of Grant Subaward Application Approval**
High Frequency Communications Equipment Program
Grant Subaward #: FH21 01 1410

Dear Lt. Irwin Rosenberg:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$59,968, subject to Budget approval. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those funds owed as a result of a close-out or audit, must be refunded to Cal OES within 30 days upon receipt of an invoice.

Please contact your Program Specialist, Nicolas Martin, at (916) 539-3501 with questions about this notice.

VS Grants Processing Unit

cc: Subrecipient's file
Program Specialist

(Cal OES Use Only)

Cal OES #	037-66140-04	FIPS #	037-66140	VS#		Subaward #	FH21 01 1410
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** City of San Fernando 1a. DUNS#: 840171035 *Jl*

2. **Implementing Agency:** San Fernando Police Department 2a. DUNS#: 840171035 *Jl*

3. **Implementing Agency Address:** 910 First Street San Fernando 91340-2992
(Street) (City) (Zip+4)

4. **Location of Project:** 910 First Street Los Angeles 91340-2992
(City) (County) (Zip+4)

5. **Disaster/Program Title:** FH - High Frequency Communications Equipment Program 6. **Performance/Budget Period:** 4/1/2022 10/31/2023
7/1/2022 7/1/2023 NM to (Start Date) (End Date)

7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	PSC1	\$59,968	\$59,421					\$59,968 \$59,421
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	\$59,968	\$59,421	\$59,968	\$59,421			\$59,968 \$59,421


13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Fabian Valdez Title: Chief of Police

Payment Mailing Address: 117 Macneil Street City: San Fernando Zip Code+4: 91340-2992

Signature:  Date: 2-28-2022

16. **Federal Employer ID Number:** 956000779

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

DocuSigned by:
Mary Rucker 5/23/2022
(Cal OES Fiscal Officer) (Date)

DocuSigned by:
Heather Carlson 5/23/2022
(Cal OES Director or Designee) (Date)

RECEIVED

By Al Hardoy at 9:07 am, Mar 30, 2022

ENY: 2021-22 Chapter: 21 SL: 01765
Item: 0690-001-0001 Pgm: 0395
Fund: General Fund
Program: High Frequency Communications
Equipment Program
Match Req.: None
Project ID: OES21PSC1000000 Amount: \$59,968.00
SC: 2021-01765

mail log: 753520



Grant Subaward Contact Information

Grant Subaward #: FH21 01 1410

Subrecipient: City of San Fernando

1. Grant Subaward Director:

Name: Irwin Rosenberg Title: Lieutenant
 Telephone #: 818-898-1255 Email Address: irosenberg@sfcity.org
 Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992

2. Financial Officer:

Name: Sonia Garcia Title: Finance Director
 Telephone #: 818-898-1215 Email Address: sgarcia@sfcity.org
 Address/City/ Zip Code (9-digit): 117 Macneil St., San Fernando, CA 91340-2992

3. Programmatic Point of Contact:

Name: CJ Chiasson Title: Sergeant
 Telephone #: 818-282-8216 Email Address: cjchiasson@sfcity.org
 Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992

4. Financial Point of Contact:

Name: Sonia Garcia Title: Finance Director
 Telephone #: 818-898-1215 Email Address: sgarcia@sfcity.org
 Address/City/ Zip Code (9-digit): 117 Macneil St., San Fernando, CA 91340-2992

5. Executive Director of a Non-Governmental Organization or the Chief Executive Officer (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Fabian Valdez Title: Chief of Police
 Telephone #: 818-898-1250 Email Address: fvaldez@sfcity.org
 Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992

6. Official Designee, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Fabian Valdez Title: Chief of Police
 Telephone #: 818-898-1250 Email Address: fvaldez@sfcity.org
 Address/City/ Zip Code (9-digit): 910 First St., San Fernando, CA 91340-2992

7. Chair of the Governing Body of the Subrecipient:

Name: Nick Kimball Title: City Manager
 Telephone #: 818-898-1202 Email Address: nkimball@sfcity.org
 Address/City/ Zip Code (9-digit): 117 Macneil St., San Fernando, CA 91340-2992



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES



Grant Subaward Signature Authorization

Grant Subaward #: FH21 01 1410

Subrecipient: City of San Fernando

Implementing Agency: San Fernando Police Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Irwin Rosenberg

Signature: [Signature]

Date: 2/28/22

Financial Officer:

Printed Name: Sonia Garcia

Signature: [Signature]

Date: 2/28/22

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: [Signature]

Printed Name: CJ Chiasson

The following persons are authorized to sign for the **Financial Officer**:

Signature: [Signature]

Printed Name: Sylvia Ortega

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form. For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name



Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of San Fernando

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	NM High Frequency Communications Equipment Program		04/01/22 - 10/31/23
2		FH21 01 1410	
3			
4			
5			
6			

I, Fabian Valdez (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

**IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030**

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____

Official Designee's Typed Name: Fabian Valdez

Official Designee's Title: Chief of Police

Date Executed: 2.28.2022

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

☐ City Financial Officer

☐ County Financial Officer

☒ City Manager

☐ County Manager

☐ Governing Board Chair

Signature: _____

Typed Name: Nick Kimball

Title: City Manager

Date Executed: 2/28/2022



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: City of San Fernando		Grant Subaward #: FH21 01 1410
A. Personnel Costs - Line-item description and calculation		Total Amount Allocated
Sergeant Chiasson x 40 hours of training and installation x \$124.99 per		\$5,000
PERSONNEL COSTS CATEGORY TOTAL		\$5,000 ✓



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: City of San Fernando		Grant Subaward #: FH21 01 1410	
B. Operating Costs - Line-item description and calculation		Total Amount Allocated	
Site Inspection and Training by NVIS Communications, LLC		NM	\$13,250
Installation costs and modification to the building for new radio system			\$1,700
OPERATING COSTS CATEGORY TOTAL		NM	\$1,700 \$15,650 ✓



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Pages
Single Fund Source

Subrecipient: City of San Fernando		Grant Subaward #: FH21 01 1410
C. Equipment Costs - Line-item description and calculation		Total Amount Allocated
NASPO 3G Envoy HF Base Station package		\$13,543
NASPO 3G Envoy FLYK-125-SMART Transportable package (\$25,125) NM		\$25,125
Shipping Cost for Equipment (\$650) NM		\$650
Training HF Installation Site Visit and Training for Voice/Data and Remote (\$13,950) NM		
EQUIPMENT COSTS CATEGORY TOTAL NM		\$53,268 \$39,318 ✓
Total Project Cost (Must match the Grant Subaward Face Sheet)		\$59,968 ✓

JI

VSPS Budget Summary Report

FH21 High Frequency Communications Equipment Program
San Fernando, City of
High Frequency Communications Equipment Program
Subaward #: FH21 01 1410
Performance Period: 04/01/22 - 10/31/23
Latest Request: , Not Final 201
A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	5,000	0	5,000	0	5,000
Total A. Personal Services - Salaries/Employee Benefits:		5,000	0	5,000	0	5,000

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	1,700	0	1,700	0	1,700
Total B. Operating Expenses:		1,700	0	1,700	0	1,700

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
S	21PSC1	53,268	0	53,268	0	53,268
Total C. Equipment:		53,268	0	53,268	0	53,268

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	59,968	0	59,968	0	59,968
Total Project Cost:	59,968	0	59,968	0	59,968

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

RESOLUTION NO. 8185

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

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

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2021.

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

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

ALLOCATION OF FUNDS FOR GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CalOES)
HIGH FREQUENCY COMMUNICATIONS EQUIPMENT GRANT FH 21 01 1410

Increase in Revenues	<u>\$59,968</u>
Account No. 110-3696-3663	

Increase in Expenditures	<u>\$59,968</u>
Account No. 110-220-3663-4100	5,000
Account No. 110-220-3663-4300	1,700
Account No. 110-220-3663-4500	53,268

SECTION 2. 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 17th day of October, 2022.

Mary Mendoza, Mayor of the City of San
Fernando, California

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8185 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 17th day of October, 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 October, 2022.

Julia Fritz, City Clerk

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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: October 17, 2022

Subject: Consideration to Award a Construction Contract for the Pedestrian Fencing Glenoaks Boulevard Bridge Project, Project No. 7618, Plan No. P-740

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsible bid in the amount of \$134,120 from CT&T Concrete Paving, Inc., for construction of these improvements;
- b. Approve a construction contract with CT&T Concrete Paving, Inc. (Attachment "A" – Contract No. 2120) for an amount not-to-exceed \$134,120; and
- c. Authorize the City Manager to execute change orders for an amount not-to-exceed 10% of the contract amount, or \$13,412, to cover costs of unforeseen conditions and execute all related documents.

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), construction administration, inspection, and labor compliance.

Consideration to Award Construction Contract for the Pedestrian Fencing Glenoaks Boulevard Bridge Project, Project No. 7618, Plan No. P-740

Page 2 of 3

5. On August 15, 2022, the City Council authorized the formal solicitation of bids for the Pedestrian Fencing Glenoaks Boulevard Bridge Project to be advertised and publicly noticed.
6. On September 14, 2022, two bids were received and opened by the City Clerk.

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.

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 chain link fence, preparation and painting of existing bridge railing, and traffic control.

Bid Analysis.

Staff analyzed the two bids received and determined that CT&T Concrete Paving, Inc., met all the requirements for the bid submittal. The table below summarizes the bids received:

RANK	BIDDER	BID AMOUNT
1	CT&T Concrete Paving, Inc.	\$134,120.00
2	United Construction & Landscape, Inc.	\$224,110.00

Project Schedule.

The project is expected to begin in November 2022 and completion is anticipated by December 2022.

BUDGET IMPACT:

The total funds available for the project, which would need to cover the engineering design, preparation of bid package, project management, inspection services, and construction, is \$219,345 (\$171,497 SB 1 and \$47,848 Measure R). The original engineer's estimate for construction provided by the Los Angeles County Department of Public Works was \$90,000. The City's contract engineer revised the engineer's estimate for construction to \$145,000. Though the actual cost for construction of \$134,120 came in lower than the engineer's estimate.

Consideration to Award Construction Contract for the Pedestrian Fencing Glenoaks Boulevard Bridge Project, Project No. 7618, Plan No. P-740

Page 3 of 3

SOURCES		
Fund	Account Number	Allocation
SB 1	025-3623-0000	\$ 171,497
Measure R	012-3210-0000	\$ 47,848
Total Sources:		\$ 219,345

USES		
Activity	Account Number	Cost
Design/Construction Management/Inspection	012/025-311-0565-4600	\$ 71,813
Construction	012/025-311-0565/0000-4600	\$ 134,120
Contingency	025-311-0565-4600	\$ 13,412
Total Uses:		\$ 219,345

CONCLUSION:

It is recommended that the City Council approve Contract No. 2120 and authorize the City Manager to execute the agreement and all recommended actions necessary to successfully execute the project.

ATTACHMENT:

A. Contract No. 2120



CONSTRUCTION CONTRACT/AGREEMENT

CT&T CONCRETE PAVING, INC.

Pedestrian Fencing Glenoaks Boulevard Bridge Project
Project No. 7618, Plan No. P-740

THIS AGREEMENT, made and entered into this 17th day of October, 2022, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and CT&T CONCRETE PAVING, INC., hereinafter, "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 **Pedestrian Fencing Glenoaks Boulevard Bridge Project, Plans (Plan No. P-740) and Specifications (Project No. 7618)**, 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: **Pedestrian Fencing Glenoaks Boulevard Bridge Project, Plans (Plan No. P-740) and Specifications (Project No. 7618)** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated September 13, 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 Hundred Thirty-Four Thousand, One Hundred and Twenty Dollars (\$134,120)**.

CONSTRUCTION CONTRACT/AGREEMENT
Pedestrian Fencing Glenoaks Boulevard Bridge Project
Project No. 7618 and Plan No. P-740
Page 2 of 4

CONTRACT NO. 2120

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 within fifteen (15) 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 **Twenty (20)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

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

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

CONSTRUCTION CONTRACT/AGREEMENT
Pedestrian Fencing Glenoaks Boulevard Bridge Project
Project No. 7618 and Plan No. P-740
Page 3 of 4

CONTRACT NO. 2120

9. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

10. 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."

11. 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.

SIGNATURES ON NEXT PAGE

CONSTRUCTION CONTRACT/AGREEMENT
Pedestrian Fencing Glenoaks Boulevard Bridge Project
Project No. 7618 and Plan No. P-740
Page 4 of 4

CONTRACT NO. 2120

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:

By: _____
Nick Kimball, City Manager

Date: _____

ATTEST:

By: _____
Julia Fritz, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, City Attorney

Date: _____

CT&T CONCRETE PAVING, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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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: October 17, 2022

Subject: Consideration to Approve an Exchange Agreement and Assignment of Federal Surface Transportation Program-Local (STP-L) and Highway Infrastructure Program (HIP) Funds for Use on the City's Sidewalk Repair Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Exchange Agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) (Attachment "A" – Contract No. 2119) for an exchange of \$256,008 in eligible STP-L and HIP funds previously allocated to the City for like total amount of LACMTA Local Transportation Funds;
- b. Adopt Resolution No. 8188 (Attachment "B") amending the Fiscal Year (FY) 2022-2023 adopted budget appropriating the revenues and expenditures for Street Maintenance – Capital Projects; and
- c. Authorize the City Manager to execute the agreement and all related documents and make non-substantive changes, if necessary.

BACKGROUND:

1. In September 2021, representatives from LACMTA reached out to the City to see if there was interest in exchanging Federal STP-L and HIP program funds for LACMTA local funds. The benefit to the City for making the exchange is that for a small administrative fee of two percent, the City would be able to use the exchanged funds for a variety of street improvement projects, including sidewalk repair.
2. On September 6, 2022, the City Council approved the appropriation of \$500,000 in American Rescue Plan Act (ARPA) funds for use in the City's Sidewalk Repair Program.

Consideration to Approve an Exchange Agreement and Assignment of Federal Surface Transportation Program-Local (STP-L) and Highway Infrastructure Program (HIP) Funds for Use on the City's Sidewalk Repair Program

Page 2 of 3

3. On October 4, 2022, LACMTA's legal counsel finalized the Exchange Agreement and staff representatives sent the agreement over to City for staff to review and consideration for approval by the City Council.

ANALYSIS:

The City periodically receives allocations in certain Federal funding programs to be used for eligible federal aid projects. In April 2021, LACMTA's Board of Directors approved a program for cities in Los Angeles County to exchange these federal funds, which includes STP-L and HIP funds, for LACMTA local funds. Since the City did not have any eligible federal aid projects for use of the funds, staff recognized an opportunity to convert these funds into LACMTA local funds for use on street improvements – specifically as a way to start funding a sidewalk repair program.

City Sidewalk Repair Program.

These LACMTA local funds will be combined with previously appropriated Capital Outlay and ARPA funds to begin a sidewalk repair program. Staff is currently assembling a bid package, including plans and specifications to begin sidewalk repairs across the City. Focus is being put on areas with sidewalks that have significant stress and damage as identified through service requests from residents and businesses, as well as inspections of sidewalks by City staff. It is anticipated that at the November 7, 2022 City Council meeting, staff will be requesting authorization to release a request for bids to all interested contractors. Staff will then return at the first meeting in January 2023 with a contract to begin the sidewalk repair work in the City.

Agreement Details.

LACMTA will charge a two percent administration fee of \$5,121 for facilitating the exchange of the federal funds. After the administration fee has been deducted, the City will receive a total of \$250,887 in LACMTA local funds for use on the sidewalk repair program.

BUDGET IMPACT:

City Council had previously approved \$100,000 in Capital Outlay funds for use on Sidewalk Repairs as part of the adoption of the Fiscal Year 2021-2022 budget. These funds when added to the ARPA allocation from September 2022 and this exchange agreement bring the total available for the City's Sidewalk Repair Program to \$850,887, which staff will use to fund a contract for sidewalk repairs to begin in January 2023.

Consideration to Approve an Exchange Agreement and Assignment of Federal Surface Transportation Program-Local (STP-L) and Highway Infrastructure Program (HIP) Funds for Use on the City's Sidewalk Repair Program

Page 3 of 3

SOURCES		
Fund	Account Number	Allocation
LACMTA Local Fund Exchange (STP-L)	022-3664-0000	\$ 140,133
LACMTA Local Fund Exchange (HIP)	022-3932-0000	\$ 115,875
American Rescue Plan Act (ARPA)	121-3668-3689	\$ 500,000
Capital Outlay Fund	032-3970-0000	\$ 100,000
Total Sources:		\$ 850,887

USES		
Activity	Account Number	Cost
Design	032-311-0000-4600	\$ 25,000
Construction Management/Reporting	032-311-0000-4600	\$ 25,000
Construction	032-311-0000-4600	\$ 800,887
	022-311-0866-4600	
	121-311-3689-4600	
Total Uses:		\$ 850,887

CONCLUSION:

It is recommended that the City Council approve Contract No. 2119, authorize the City Manager to execute the contract, and adopt Resolution No. 8188 amending the FY 2022-2023 adopted budget appropriating the revenues and expenditures for Street Maintenance – Capital Projects.

ATTACHMENTS:

- A. Contract No. 2119, including:
 - Exhibit A: Automated Clearing House (ACH) Payment Authorization
 - Exhibit B: Statement of Work
- B. Resolution No. 8188

**EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE
PROGRAMS FUNDS**

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds ("AGREEMENT"), is made and entered into as of July 1, 2022, by and between the City of San Fernando ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

CITY is eligible for and has available Federal Surface Transportation Program-Local ("STP-L Funds") and Highway Infrastructure Programs funds ("HIP Funds").

- A. CITY desires to exchange \$140,133 of CITY's STP-L Funds ("STP-L Funds Balance") and its total allocation of \$115,875 of CITY's HIP Funds ("HIP Funds Balance") that LACMTA approved on April 22, 2021 for a like total amount of \$256,008 of LACMTA Local Transportation Funds ("LACMTA Funds").
- B. LACMTA is willing to exchange \$256,008 in LACMTA Funds for a like total amount of CITY's STP-L Funds and CITY's HIP Funds subject to the terms and conditions contained herein.
- C. An exchange of CITY's STP-L Funds and CITY's HIP Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

1. CITY hereby assigns to LACMTA \$140,133 of CITY's STP-L Funds and \$115,875 of CITY's HIP Funds. LACMTA shall be authorized to deduct such amounts from CITY's STP-L Funds Balance and CITY's HIP Funds Balance, respectively. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds and HIP Funds.
2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds and CITY's HIP Funds for use on federal-aid eligible project(s), to be determined by LACMTA in its sole and absolute discretion.

3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amounts of CITY's STP-L Funds Balance and CITY's HIP Funds Balance, as defined herein, which CITY's STP-L Funds Balance and CITY's HIP Funds Balance show that CITY has sufficient STP-L Funds and HIP Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds and CITY's HIP Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$250,887 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Funds Balance" and CITY's "HIP Funds Balance" shall mean the amounts of funds contained in CITY's STP-L Funds and CITY's HIP Funds accounts as of the date that this AGREEMENT is fully executed, which include CITY's apportionment share of FY22 STP-L Funds and share of HIP Funds from the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) that was enacted on December 27, 2020. If the STP-L Funds Balance and HIP Funds Balance become insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future balance of STP-L funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds and CITY's HIP Funds specified in paragraph 1 above.

4. CITY must complete and submit an Automated Clearing House (ACH) form (Exhibit A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee (the "Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on an STP-L and HIP Eligible Project and by the Lapsing Date, consistent with the Statement of Work, Schedule and Budget provided in Exhibit B. For the purposes of this AGREEMENT, the "Lapsing Date" shall mean the date that is three (3) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

A. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in Exhibit B that: i) would normally qualify under Section 133(b) of Title 23, U.S.C: or ii) are for costs related to preventive maintenance, routine maintenance, debt service payments, availability payments, operations, personnel (including salaries of employees and those employees who have been placed on administrative leave, or contractors), and coverage for other revenue losses due to the coronavirus pandemic. Any other applicable federal regulations and standards related to procurement and project delivery issues may be substituted with applicable state and local regulations, standards, and policies.

- B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract or paid for an eligible transportation activity".
- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated HIP Funds Balance, then from CITY's STP-L Funds Balance, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, then from CITY's Measure R local return funds, and then from CITY's Measure M local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable HIP, STP-L or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L and HIP Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to

return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds and CITY's HIP Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF SAN FERNANDO

Matt Baumgardner
Director of Public Works
117 North Macneil St.
San Fernando, CA 91340

LACMTA

Michael Richmai
Senior Manager, Countywide Planning and Development
One Gateway Plaza (Mail Stop: 99-23-3)
Los Angeles, California 90012-2952
Email: RichmaiM@metro.net

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF SAN FERNANDO

By: _____
Stephanie N. Wiggins
Chief Executive Officer

By: _____
Nick Kimball
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dawyn R. Harrison
Acting County Counsel

By: _____
Richard Padilla
City Attorney

By: _____  10/4/2022
Deputy

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

SECTION I: <i>Supplier Information</i>		
Supplier Number:		
Company Name:		
Payment Address:		
City:	State: CA	Zip Code:
Contact Name:	Contact Phone Number:	
Email Address:		
SECTION II: <i>Banking Information</i>		
Tax ID:		
Bank Name (Required):		
Account Name:		
Account Type (Required): <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
Account Number (Required):		
Routing Number (Required):		
SECTION III: <i>Authorization</i>		
Print Name of Authorized Person:		
Print Title :		
Phone Number:		
Signature of Authorized Person:		
Date:		
SECTION IV: <i>Approval - Metro Use Only</i>		
Approved by:	Date:	
Entered by:	Date:	

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Field	Description
Supplier Number	If you know the supplier number, please enter. If not, not required.
Company Name	Enter name of company doing business with L.A. Metro.
Payment Address	Enter address where payment may be mailed in accordance with Metro records.
Contact Name	Enter name of person from your company that Metro may contact for more information if required.
Contact Phone Number	Enter number where contact person may be reached.
Email Address	Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.)
Tax ID Number	Enter company's tax identification number.
Bank Name	Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.)
Routing Number	Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip.
Account Name	Enter the official name of the account.
Account Number	Enter the account number to which funds are to be sent.
Account Type	Check the appropriate account type
Authorized Person & Title	Enter name and title of person of your company authorized to approve ACH transactions.
Signature	Must be a wet signature
Phone Number	Enter phone number where authorized person may be contacted.

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Please mail your completed form along with a copy of a
voided check to:

Metro Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051

Questions? Please feel free to contact the AP hotline at:

213-922-6811 option 3

STATEMENT OF WORK**Project Description:**

The Project includes the repair of sidewalks, sections of curb and gutter, and drive approaches in the City of San Fernando due to lifting, cracking, and misalignment resulting from poor drainage and overgrown tree roots. The Project will also address missing curb ramps and sidewalks.

Project Schedule:

Advertise Contract:	February 2022
Award Contract:	May 2022
Start Construction:	June 2022
Complete Construction:	March 2023

Project Funding:

City General Fund	\$33,088
LACMTA Funds*	250,887
Total Project Funding	\$283,975

**Net of 2% processing and administrative fee.*

RESOLUTION NO. 8188

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022 REGARDING EXCHANGE AGREEMENT WITH
LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY FOR
FUNDING RELATED TO CITY SIDEWALK REPAIR PROGRAM**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

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

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending July 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

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

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

LACMTA LOCAL FUNDS EXCHANGE: CITY SIDEWALK REPAIR PROGRAM

Increase in Revenues	\$250,887
Account No. XXX-XXXX-XXXX	

Increase in Expenditures	\$250,887
Account No. 001-311-0000-4600	

SECTION 2. 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 17th day of October, 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. 8188 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 17th day of October, 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 October, 2022.

Julia Fritz, City Clerk

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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: October 17, 2022

Subject: Consideration to Approve a Memorandum of Understanding between the City of San Fernando and the County of Los Angeles to Support Broadband Connectivity and Address the Digital Divide

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 2115) between the City and the County of Los Angeles to support broadband connectivity and address the digital divide; and
- a. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. The digital divide, or, the gap between those that have opportunities to access and benefit from the internet and those that do not, has been brought to the forefront during the COVID-19 pandemic.
2. In response to the COVID-19 pandemic, both the public and private sectors have prioritized digitizing and providing their services online, which requires residents to have basic internet connectivity to access these services.
3. The Federal Government and the State of California have demonstrated their commitment to bridge the digital divide by providing competitive grants to fund broadband internet access, affordability, and adoption. The term broadband commonly refers to high-speed internet access that is always on and faster than the traditional dial-up access. Broadband

Consideration to Approve a Memorandum of Understanding between the City of San Fernando and the County of Los Angeles to Support Broadband Connectivity and Address the Digital Divide

Page 2 of 4

includes several high-speed transmission technologies such as Digital Subscriber Line (DSL), Cable Modem, Fiber Optic, Wireless, Satellite, and Broadband Over Powerline (BPL).¹

4. On September 6, 2022, the City Council approved Resolution No. 8175 to appropriate \$300,000 in American Rescue Plan Act (ARPA) funds for Fiscal Year 2022-2023 to install high-speed wi-fi and computer rooms at Las Palmas Park and Recreation Park that will work in tandem with forthcoming broadband connectivity efforts.
5. On September 13, 2022, the Los Angeles County Board of Supervisors approved several key items to advance digital equity within Los Angeles County, including establishing an intergovernmental Broadband Committee, allocating \$56 million of ARPA funding for Community Broadband Network Demonstration Projects, and establishing MOU's with broadband service providers through a competitive procurement process.
6. The Los Angeles County Internal Services Department (County ISD) identified the City of San Fernando to be within one of the digital divide areas by examining low to moderate-income households without internet connectivity and in response has invited San Fernando to be a partner agency.

ANALYSIS:

The COVID-19 pandemic has changed daily routines for many and especially affected the way in which students learn through online education. Despite the flexibility in online learning and telecommuting, it is estimated that approximately 365,000 households in Los Angeles County lack broadband internet service. This disproportionately impacts lower income communities as well as populations that are predominantly Black and Latino/a from accessing high-speed internet service and connecting to critical information. Several government initiatives are underway to address this crisis, yet digital inequities persist in both rural and urban areas.

The County of Los Angeles Board of Supervisors have directed the County ISD to assess viable options to facilitate residential access to reliable broadband service in low-income communities where more than 20% of the households lack internet service, based on data from the United States Census Bureau's American Community Survey. As part of the County ISD's assessment of the digital divide, the City of San Fernando has been identified within the Supervisorial District 3 Target Area as a prime candidate for increasing broadband connectivity. Compared to other areas of the County, San Fernando has a high number of low and middle-income residents, and a high percentage of households who lack internet connectivity. These criteria make San Fernando ideal for a partnership with Los Angeles County to improve internet connectivity.

¹ (2014). Types of Broadband Connections. Federal Communications Commission.
<https://www.fcc.gov/general/types-broadband-connections#bpl>

Consideration to Approve a Memorandum of Understanding between the City of San Fernando and the County of Los Angeles to Support Broadband Connectivity and Address the Digital Divide

Page 3 of 4

Under this proposed MOU, collaboration with the Los Angeles County on expanding broadband connectivity will include the following joint efforts:

- Build a shared organizational framework that can be used to develop a comprehensive regional strategy.
- Share non-personally-identifiable data that can help inform this effort and related strategies.
- Identify, assess, and share information on each party's assets and operations that may be considered for hosting or otherwise supporting new infrastructure.
- Identify and share projected costs and funding sources for planned investments and for projects under consideration.
- Share timelines and locations for potential and planned investments.
- Explore grant opportunities to jointly pursue.

Based on the findings of potential assets in San Fernando, the City may support broadband technologies through the use of existing infrastructure, such as buildings, utility poles, or existing subterranean lines to expand fiber optics, wireless broadband, or other technologies as appropriate. The County ISD plans to make use of Internet Service Providers who have been selected through a competitive Request for Qualifications (RFQ) process in March 2022, in each partner community. As a requirement, respondents to the RFQ must be able to deliver high-speed, high-quality broadband internet service to each residence using wireless technology, fiber or a combination of both. The required capacity includes download speeds of up to 100 Megabits per second (Mbps), and upload speeds of up to 20 Mbps. For example, the typical minimum download speed per student or telecommuter is 5-25 Mbps, allowing for multiple users per household without interruption.² County ISD will also hire local, digital navigators to support residents sign up for broadband service. The digital navigators who will work with residents, at call centers, and promote the program through tabling at local events.

Next Steps.

Once the MOU is executed, the County ISD will work to include San Fernando as a partner to help close the digital divide and work with City staff to assess the next steps in expanding broadband technology throughout San Fernando.

BUDGET IMPACT:

There is no budget impact associated with adopting the proposed Memorandum of Understanding.

² (2022). Broadband Speed Guide. Federal Communications Commission.
<https://www.fcc.gov/consumers/guides/broadband-speed-guide>

Consideration to Approve a Memorandum of Understanding between the City of San Fernando and the County of Los Angeles to Support Broadband Connectivity and Address the Digital Divide

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CONCLUSION:

It is recommended that the City Council approve the MOU (Attachment “A” – Contract No. 2115) with the County of Los Angeles to increase broadband connectivity in San Fernando and help address the digital divide, and authorize the City Manager to execute the MOU. Doing so will help achieve the 2022-2027 Citywide Strategic Goal 1, *Focus on Community First*, section 1.6: “Improve the City’s use of technology to enhance customer service, work more efficiently, improve transparency for residents, businesses and other stakeholders, and increase community access to broadband.”

ATTACHMENT:

A. Contract No. 2115

ATTACHMENT "A"
CONTRACT NO. 2115

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN
FERNANDO AND THE COUNTY OF LOS ANGELES FOR COORDINATION
OF DIGITAL CONNECTIVITY INVESTMENTS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into this 17th day of October , 2022, by and between the **CITY OF SAN FERNANDO**, a municipal corporation and general law city ("City"), and the **COUNTY OF LOS ANGELES**, acting by and through its Internal Services Department ("COUNTY" or "ISD"), (individually as "Party", or collectively as "Parties").

RECITALS

WHEREAS, ISD is authorized pursuant to Section 23005 of the Government Code and by the November 16, 2021 motion of the County Board of Supervisors' (Agenda Item #19, Investments to Accelerate Digital Equity) to enter into an MOU to partner with agencies to coordinate efforts for digital equity and connectivity; and

WHEREAS, the digital divide – the gap between those that have opportunities to access and benefit from the internet and those that do not – has been brought to the forefront by the disparities in the underserved communities negatively impacted by the COVID-19 pandemic; and

WHEREAS, in response to the COVID-19 pandemic, both the public and private sectors have prioritized digitizing and providing their services online, which requires residents to have basic internet connectivity to access these services; and

WHEREAS, the Federal Government and the State of California have demonstrated their commitment to bridge the digital divide by providing competitive grants to fund broadband internet access, affordability and adoption; and

WHEREAS, eligibility for grant funding requires local agencies to coordinate and collaborate to leverage the competitive advantages of each agency, including existing capital assets, authorities, and services, to build toward a coherent and interoperable regional strategy; and

WHEREAS, the Parties desire to collaborate and commit resources towards digital equity to ensure residents and businesses have access to high-speed internet; and

NOW THEREFORE, in consideration of the mutual benefits contained herein, and for good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to reduce duplication of efforts by establishing a partnership to plan for coordinated investments that would deploy each Parties' competitive advantages (including

assets and operations) to effectively, efficiently, and equitably bring new wide range public connectivity infrastructure to communities and build a comprehensive regional strategy.

The partnership is intended to encourage coordination and collaboration in regard to both community-based connectivity projects (such as wireless and/or fiber-optic technology that provides last-mile access within a particular geographic area) as well as the buildout of regionally-supportive backbone infrastructure such as open-access public fiber-optic networks.

2. TERM

This MOU will be effective from the date of authorized signature by the Parties through (DATE), unless terminated earlier by any Party as set forth in this MOU.

3. AMENDMENT

Any amendments to this MOU must be made by mutual written consent of the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

4. TERMINATION

This MOU may be terminated by either Party with twelve (12) days written notice.

5. ROLES AND RESPONSIBILITIES

Parties agree to work collaboratively to coordinate each party's digital connectivity investments to maximize public impact and to secure additional funding in this vital area.

Furthermore, Parties agree to:

- Build a shared organizational framework that can be used to develop a comprehensive regional strategy.
- Advocate for a coordinated digital connectivity strategy.
- Share non-personally-identifiable data that can help inform this effort and related strategies.
- Identify, assess, and share information on each party's assets and operations that may be considered for hosting or otherwise supporting new infrastructure.
- Identify and share projected costs and funding sources for planned investments and for projects under consideration.
- Share timelines and locations for potential and planned investments.
- Explore grant opportunities to jointly pursue.

While the intent of the Parties is to collaborate to the greatest extent possible, the Parties are free and able to use any shared information as each Party sees fit for their respective purposes around digital connectivity. Information being shared, or withheld, imposes no other duty on the Parties,

outside of information sharing, and no duty to work collaboratively on future projects without entering into a separate agreement or an amendment to this MOU. Likewise, nothing in this MOU shall constitute a binding obligation of City to commit City funds or any other City resources, unless by separate written agreement between the Parties.

6. REPORTING

Each Party is responsible for the collection, collation, and submission of required reporting under its own jurisdiction. When mutually agreed, the Parties will share information on areas of mutual interest or in relation to jointly pursued grants.

7. CONFIDENTIALITY

Parties shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality.

8. PUBLIC RECORDS ACT

Section 7 of this MOU notwithstanding, the Parties understand and agree that any documents shared with the other Party for purposes of this MOU, become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq., (Public Records Act or PRA) and which are marked "trade secret", "confidential", or "proprietary". Parties will not in any way be liable or responsible to the other Party for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9. INDEMNIFICATION

Pursuant to the provisions of sections 895.4 et seq. of the California Government Code, each Party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this MOU. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one Party, each Party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

10. CONFLICT OF INTEREST

Each Party shall comply with all federal, State, and local conflict of interest laws and policies applicable to the particular Party now in effect or hereafter to be enacted during the term of this MOU. Each Party warrants that it is not now aware of any facts that create a conflict of interest. If the Party 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 the other Parties. 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 paragraph shall be a material breach of this MOU.

11. COMPLIANCE WITH APPLICABLE LAW

In the performance of this MOU, Parties must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

12. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict the Parties from entering into similar or equal MOUs with other entities or agencies.

13. GOVERNING LAW, JURISDICTION AND VENUE

This MOU will be governed by, and construed in accordance with, the laws of the State of California. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

14. ENTIRE AGREEMENT

This MOU constitutes the entire understanding and agreement of the Parties. Neither verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this MOU.

15. NOTICES

All notices and approvals must be in writing and directed to the following representative of the Parties:

City of San Fernando:

City of San Fernando
Attn: Nick Kimball, City Manager
117 Macneil St.
San Fernando, CA 91340
Email: nkimball@sfcity.org

County:

County of Los Angeles, Internal Services Department (ISD)
Attn: Selwyn Hollins
1100 N. Eastern Ave.
Los Angeles, CA 90063
Email: shollins@isd.lacounty.gov

16. COUNTERPART AND ELECTRONIC SIGNATURE

The MOU may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Parties agree to consider facsimile and electronic/digital versions of the original signature of authorized personnel of each party to have the same force and effect as original signatures, email or electronic signature of the Parties shall be deemed to constitute original legally binding signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the Parties hereto, by their duly authorized respective officers as follows:

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
DAWYN R. HARRISON
ACTING COUNTY COUNSEL

By: _____
NAME
Title
Date: _____

By: _____
NAME
Title
Date: _____

CITY OF SAN FERNANDO

APPROVED AS TO FORM:
Attorney of Party

By: _____
Nick Kimball, City Manager
Date: _____

By: _____
Richard Padilla, City Attorney
Date: _____

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Director of Community Development

Date: October 17, 2022

Subject: Consideration to Approve a Professional Services Agreement with Rincon Consultants, Inc. to Prepare Phase I of the Climate Action and Resilience Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Agreement) (Attachment “A” – Contract No. 2116) with Rincon Consultants, Inc. in an amount not-to-exceed \$50,000 for preparation of Phase 1 of the Climate Action and Resilience Plan; and
- b. Adopt Resolution No. 8184 (Attachment “B”) amending Fiscal Year (FY) 2022-2023 Adopted Budget to appropriate expenditures for Phase I of the Climate Action and Resilience Plan; and
- c. Authorize the City Manager to make non-substantive changes and execute the Agreement and all related documents.

BACKGROUND:

1. In November 2021, the City submitted a grant application to Southern California Gas Company (SoCalGas) to obtain funds through the SoCalGas Climate Adaptation and Resiliency Planning grant program.
2. On December 1, 2021, the City was awarded a \$50,000 grant from SoCalGas for preparation of the City’s Climate Adaptation and Resilience Plan.
3. On January 18, 2022, SoCalGas presented a \$50,000 check to the City for preparation of the Climate Adaptation and Resilience Plan.
4. On March 21, 2022, the City issued a Request for Proposals (RFPs) from qualified consultants to prepare the City’s Climate Action and Resilience Plan (CARP) and proposals were received by the due date of April 11, 2022.

Consideration to Approve a Professional Services Agreement with Rincon Consultants, Inc. to Prepare Phase 1 of the Climate Action and Resilience Plan

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5. On April 12, 2022, the City issued an extension for the due date of the RFPs to April 25, 2022 and two additional proposals were received.

ANALYSIS:

In 2021, the City successfully applied for a \$50,000 grant from SoCalGas to prepare a Climate Adaptation and Resilience Plan. The award was presented to City Council on January 18, 2022.

In March 2022, the City issued a RFPs to prepare the City's Climate Action and Resilience Plan (CARP) that will provide a roadmap that outline specific activities that the City will undertake to reduce greenhouse gas (GHG) emissions and to adapt to climate change. The CARP will incorporate both a "Climate Action Plan" and a "Climate Adaptation and Resilience Plan." A Climate Action Plan focuses on identifying GHG emissions reduction targets and actions to mitigate climate change. A Climate Adaptation and Resilience Plan focuses on strategies for adapting and being resilience to climate change.

The CARP will be completed in two phases. Phase 1 involves data collection and analysis of GHG Emissions Inventory and a Vulnerability Assessment. Phase 2 will be completion of the CARP that will build upon the information gathered in Phase I. Phase 2 will focus on identifying strategies and actions to mitigate climate change through GHG emission reductions in the most cost effective manner, and include strategies for climate adaptation and resilience.

Selection of Consultant.

In April 2022, four proposals were received from Dynamhex, MapCollective, Rincon Consultants (Rincon), and PlaceWorks. Staff reviewed all four proposals based on their project team experience and expertise, technical competency as demonstrated by the project approach and understanding, reasonableness of fees requested, and quality assurance.

Rincon and PlaceWorks were identified as the top two qualified firms and an interview with these two firms was conducted in late August 2022. After the interview, each firm was requested to provide an addendum to their proposal to clarify the following information:

1. Community outreach and engagement for San Fernando residents and be flexible to host in-person workshops/events as appropriated.
2. Level of City staff support needed for community outreach and engagement.
3. Support for preparation of staff report and presentation at Commission and City Council meetings, and in-person attendance.
4. Include flexibility to have stakeholder meetings for vulnerability assessment
5. Provide a CARP consistency checklist for streamlining development projects.

PlaceWorks did not submit revised proposal.

Consideration to Approve a Professional Services Agreement with Rincon Consultants, Inc. to Prepare Phase 1 of the Climate Action and Resilience Plan

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Rincon submitted a revised proposal that included a budget of \$50,000 to complete Phase I and \$215,000 to complete Phase 2. Rincon will partner with Climate Resolve to lead the community engagement and outreach efforts in Phase 2. The community engagement and outreach efforts will include a \$10,000 grant given to a local community-based organization, such as the Fernandeño Tataviam Band of Mission Indians, to effectively engage with hard to reach population groups.

Scope of Work.

Phase I is anticipated to be completed in six months. A summary of the project scope to be provided in Phase 1 under this Professional Services Agreement (Agreement) is provided below and a detailed scope of work is included in the proposal from Rincon, included as Exhibit “B” of the Agreement.

Task 1: Project Meetings

- Project kick-off meeting
- Participation in regular team meetings throughout the project

Task 2: GHG Emissions Inventory

- 2015 Los Angeles County Inventory Review and Reconciliation
- Data collection and current GHG emissions inventory, include both municipal operation and citywide activities

Task 3: Vulnerability Assessment

- Vulnerability Assessment Report
- City Staff and Asset Manager Interviews

Task 4: Phase I Report Presentation to City Council

- Presentation to City Council of GHG emissions inventory and vulnerability assessment results

Phase 2 will be provided under a separate professional service agreement after funding is obtained from Southern California Association of Government (SCAG) through a Sustainable Communities Program grant.

BUDGET IMPACT:

The total budget to prepare a CARP is \$265,063. Of this amount, \$50,000 is needed to complete Phase I and this funding is available through the \$50,000 grant received from SoCalGas set aside in Revenue Account No. 3686-7527 in the FY 2022-2023 adopted budget. Through this agenda, staff is requesting to amend the FY 2022-2023 Adopted Budget to appropriate the \$50,000 grant for Phase I of the Climate Action and Resilience Plan (110-310-7527-4270).

Consideration to Approve a Professional Services Agreement with Rincon Consultants, Inc. to Prepare Phase 1 of the Climate Action and Resilience Plan

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Phase 2 is anticipated to be funded through the Sustainable Communities Program grant from SCAG or other grant opportunities in 2023. The cost estimate of \$215,063 for Phase 2 will help demonstrate to SCAG the grant amount needed to complete the CARP.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement with Rincon Consultants in an amount not-to-exceed \$50,000, amend FY 2022-2023 adopted budget to appropriate funding for Phase I, and authorize the City Manager to execute the Agreement and all related documents.

ATTACHMENTS:

- A. Contract No. 2116, including:
 - Exhibit A: Request for Proposals
 - Exhibit B: Rincon Consultants, Inc. Proposal
- B. Resolution No. 8184



2022
PROFESSIONAL SERVICES AGREEMENT
Climate Action and Resilience Plan – Phase I
(Rincon Consultants, Inc. and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 17th day of October, 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RINCON CONSULTANTS, INC., (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 to prepare Phase I of the Climate Action and Resilience Plan; 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 October 17, 2022 under Agenda Item No. 10.

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

I.
ENGAGEMENT TERMS

1.1 **TERM**: This Agreement shall have a term commencing from the Effective Date through **December 31, 2023** (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 **SCOPE OF WORK**:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Climate Action and Resilience Plan", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for the City of San Fernando Climate Action and Resilience Plan" (hereinafter, the "CONSULTANT Proposal") dated October 10, 2022. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the

CONSULTANT Proposal. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with “Proposed Cost by Task” (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Fifty Thousand Dollars (\$50,000)** (hereinafter, the “Annual Not-to-Exceed Sum”) during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2116

Phase I of the Climate Action and Resilience PlanPage 3 of 20

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 thereof 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 Kanika Kith, Director of Community Development (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 Erik Feldman, Principal, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 2116

Phase I of the Climate Action and Resilience PlanPage 4 of 20

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 in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member 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;

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- 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 in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member 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.

PROFESSIONAL SERVICES AGREEMENT

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- 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: Erik Feldman (Principal-in-Charge), Reema Shakra (Project Manager), and Hannah Mize (Assistant Project Manager).
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

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- 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.

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- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.

INDEMNIFICATION

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

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of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

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

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- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance

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

- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.**TERMINATION**

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

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VI.

MISCELLANEOUS PROVISIONS

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

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CONSULTANT:

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, CA 90012
Attn: Erik Feldman, LEED AP, Principal
Phone: 805-644-4455
Email: efeldman@rinconconsultants.com

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Community Development Dept.
Phone: (818) 898-1227

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.

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- 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.

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- 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.

SIGNATURES ON NEXT PAGE

PROFESSIONAL SERVICES AGREEMENT
Phase I of the Climate Action and Resilience Plan
Page 20 of 20

CONTRACT NO. 2116

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

CITY OF SAN FERNANDO:

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, City Attorney

Date: _____

RINCON CONSULTANTS, INC.:

By: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS



The Community Development Department is requesting proposals for:

Climate Action and Resilience Plan

RELEASE DATE: Monday, March 21, 2022

RESPONSE DUE: Monday, April 11, 2022

Response Due Date Extended to Monday, April 25, 2022

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified consultants to prepare the City's Climate Action and Resilience Plan (CARP) and associated environmental document pursuant to the California Environmental Quality Act (CEQA). The CARP will provide a roadmap that outline specific activities that the City will undertake to reduce greenhouse gas emissions and to adapt to climate change. The CARP must provide an inventory of greenhouse gas (GHG) emissions and a vulnerability assessment, outline actions to mitigate climate change through GHG reductions, and identify strategies to adapt to the effects of climate change. The CARP will be used for CEQA project streamlining.

The CARP will be completed in two phases. The Phase 1 involves data collection and analysis of Greenhouse Gas Emission Inventory and a Vulnerability Assessment. Phase 2 will be completion of the CARP that will build upon the information gathered in Phase I. Phase 2 will focus on identifying specific activities that the City can achieve with the greatest emission reductions in the most cost effective manner, and include strategies for climate adaptation and resilience.

SCOPE OF WORK

The primary goal of the CARP is to provide tools for the City of San Fernando and the community to build community resilience to climate challenges. Consultant will be asked to recommend GHG emission reduction targets through 2030 that align with Senate Bill 32 and through 2050 to align with Executive Order B-30-15. The CARP must also address climate adaptation strategies in accordance with Senate Bill 379, resilience measures, as well as risks and vulnerabilities.

The Consultant will produce a CARP that aligns with the City's other sustainability efforts and outlines clear strategies that serve as the City's roadmap for achieving the newly established reduction goals and adapting to a changing climate. At the minimum, the CARP must:

1. Develop inventory of GHG emissions and a vulnerability assessment.
2. Develop clear GHG emission reduction targets.
3. Develop goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals.
4. Develop climate adaptation and resilience strategies.
5. Identify funding and implementation measures.
6. Develop methods for reporting and monitoring the effectiveness of the plan.

The final document should be reader friendly, contain graphic summaries.

Phase 1. Analyze GHG Emissions & Vulnerability Assessment

The Consultant will develop inventory of GHG emissions and a vulnerability assessment.

GHG Emission Inventory

The Consultant will prepare a GHG inventory based on tools and guidance provided by the International Conference for Local Environmental Initiatives (ICLEI). Information should be collected and used to create a methodology worksheet using tools and guidance provided by ICLEI-Local Governments for Sustainability. The methodology worksheet should include the City operations inventory (data gathered from City departments will be presented in a worksheet for a community wide inventory), and a worksheet that calculates the equivalent CO2 emission from those energy uses. Resources used on the City operation inventory should include the Local Government Operations Protocol (LGOP), developed by ICLEI, the California Air Resources Board (CARB), the California Climate Action Registry (CCAR), and The Climate Registry (TCR). The LGOP provides internationally recognized GHG accounting and reporting principles for cities wanting to quantify and report emissions in a transparent way.

Vulnerability Assessment

The Consultant will provide a vulnerability assessment of the risks that San Fernando is likely to face as the impacts of climate change become more severe. The risks evaluated must include, but are not limited, to drought, extreme heat, precipitation, air quality, winds, wildfires, and any indirect effects of sea level rise in nearby coastal communities (e.g. population migration). The analysis will also address any disproportional impacts that climate change may have on vulnerable populations across the City (e.g., seniors, children, low-income residents, persons with disabilities, etc.). Considerable experience in analyzing data, writing, preparing figures, and in communicating with the public, Commissions, and Councils is desirable.

Deliverable

- GHG Emissions Inventory and Vulnerability Assessment.
- Written report for City Council of GHG inventory and vulnerability assessment that details the methodology and provides an analysis of the information.
- Presentation of the GHG Inventory and Vulnerability Assessment to the City Council.

Phase 2: Completion of CARP and CEQA Document

The Consultant must provide a draft CARP utilizing a fully transparent and collaborative process. Recommendation for GHG emission reduction targets that align with Senate Bill 32 and with Executive Order B-30-15 must be provided in the CARP. The Consultant must also provide climate adaptation strategies in accordance with Senate Bill 379, resilience measures, as well as risks and vulnerabilities.

The Consultant must develop and prioritize adaptation measures for each identified risk based on level of severity (low-risk, medium-risk, and high risk). This effort should include both community adaptation measures as well as those for City operations and calculate the costs and benefits for each measure. The consultant may use the City's Hazard Mitigation Plan in order to coordinate adaptation measures and current City hazard mitigation efforts related to natural events and infrastructure improvements.

The final CARP must include GHG emission analysis, goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals, climate adaptation and resilience strategies, and means of reporting and monitoring the effectiveness of the plan. Specific strategies and priority actions selected to meet recommended target reductions should be summarized into a strategic framework with specific near-term, mid-term, and long-term implementation plans. Measures should identify agencies and departments responsible for implementation, indicators for success, potential partnerships, recommended funding sources, and appropriate methods to measure progress.

The Consultant will provide staff reports throughout the CARP development process, as needed, in addition to drafting the staff report for the final CARP adoption. The consultant will also support staff in preparing for and presenting to the Planning and Preservation Commission and City Council. Four (4) public hearings are anticipated.

Outreach and Engagement Methods

The Consultant will collaborate with the City and community partners to plan, manage and implement community engagement. This effort should include leading and facilitating meetings with the overall community in addition to targeted outreach to the City's diverse population.

The consultant is expected to prepare and provide any materials required to implement the proposed outreach plan including but not limited to flyers, posters, presentation material, engagement tools (e.g. surveys), and reports. The consultant should be prepared to attend meetings and engage with City Council throughout the CARP development process. Consideration will need to be given to the education level and English-proficiency of prospective attendees, with an emphasis on Spanish bi-lingual translation.

If permissible, the meetings will be hosted in person at a City Facility, at a pre-existing event, or in the form of a pop-up location.

Outreach and Notification: The Consultant shall reach out to all City residents to get a broad range of opinions for the project. The task of inviting participants can include direct mailers, newspaper advertisements, email blasts, social media, etc.

Community Meetings and Workshops: The Consultant shall facilitate three community meetings to gather feedback from the community. A pop-up meeting format at an existing event may also be planned as a community meeting. Meetings will be documented, and the findings are to be reported to the City.

Presentations to City Commissions and City Council: The Consultant shall summarize and present community engagement findings, as well as a summary of the CARP, to a City Commission or the City Council as directed by staff.

Social Media: The Consultant, under the guidance of the City, shall develop social and digital media content that corresponds with the project or plan. Social media content shall be developed for the City's Instagram, Facebook, and Twitter, and Next Door accounts.

Advisory Group Meetings: The consultant shall convene an Advisory Group to identify key issues and opportunities for the project, review findings, and confirm plan recommendations. The Advisory Group shall meet a minimum of three (3) times during the project.

Survey: The Consultant shall develop an online survey to receive input on project goals/objectives, barriers, attitudes and preferences, and demographic information. The online survey will be completed early in the planning process, and will be used to inform project recommendations. QR codes shall be used on promotional materials for additional distribution of the survey. City staff may require supplementing the online survey with in-person, intercept surveys along the project area to ensure ease of access.

Language Needs: All engagement materials and methods shall be conducted in English and Spanish, unless explicitly instructed by City staff.

Printing: Consultant shall anticipate the need for printing across the project. Consultant and City Project Manager will review printing-related expenses on a rolling basis to ensure the budgeted amount is sufficient and equitably applied across the project. The Consultant shall procure all print requests.

Material Procurement: Consultant shall anticipate the need for educational tools and presentation materials to support engagement tasks. The City will approve the proposed list of educational tools and material (oversized maps, pop-up banners, virtual reality equipment, interactive live polling equipment, etc.) in part or in whole within seven (7) days of receipt of a proposed list. The Consultant shall procure all items on the final list within a timely manner.

CEQA Document

The Consultant must prepare the appropriate environmental document pursuant to CEQA for adoption of the CARP and for future streamlining.

Deliverable

- CARP document for adoption by City Council
- CEQA document for adoption by City Council

- Written reports and presentations to Planning and Preservation Commission, and City Council for adoption of the CARP. Four (4) public hearings are anticipated.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this Request for Proposal (RFP), and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kanika Kith, Director of Community Development, via e-mail at kkith@sfcity.org. Questions must be received by 5:00 p.m. on **Friday, March, 25, 2022**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, March 30, 2022**.

C. Submission of Proposals

Provide cost estimates for Phase 1 and Phase 2.

All proposals shall be submitted via email to Kanika Kith at kkith@sfcity.org and the subject line of the email shall read, **"City of San Fernando RFP – Climate Action and Resilience Plan."** Proposals must be received no later than **Monday, April 11, 2022 at 5:00 p.m.** All proposals received after that time will not be accepted.

Proposal Due Date Extended to Monday, April 25, 2022 at 5:00 p.m.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

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

G. Collusion

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

SCHEDULE FOR SELECTION

RFP Available:	March 21, 2022
Deadline for submittal of Questions:	March 25, 2022
Response to Questions:	March 31, 2022
Deadline for submittal of Proposal:	April 11, 2022
Execute Agreement (at City Council Meeting):	May 2, 2022

SELECTION CRITERIA

The City of San Fernando will select the consultant on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Project Manager and key personnel's experience most closely related to the stated scope of work.

2. Relevant experience within the past ten years.
3. Responsiveness and clarity of the proposal.
4. References.
5. Time commitment and availability.

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. Name, Address and Phone Number of the firm.
2. Related experience during the last ten years.
3. Name and detailed resume of key personnel including Project Manager, whom proposer intends to use to work on the City's projects, showing educational background and assignment experience for at least the past ten (10) years.
4. References from previous clients with direct knowledge of each key personnel's, including Project Manager's, past performance.
5. Estimated Project Schedule broken down by (1) Phase 1 – GHG Emission Inventory & Vulnerability Assessment; and (2) Phase 2 – CARP and associated CEQA.
6. Cost proposal broken down by Phase 1 and Phase 2, the services being provided during each phase, and hourly wage rates for all personnel providing the service. The cost proposal should follow the estimated project schedule. The City will not be selecting the firm based on price, but will evaluate the thought that went into developing the estimated schedule and the staffing to accomplish each phase.
7. The estimated project schedule and cost proposal should be organized such that Phase 1 is completed first then Phase 2.



Proposal for the City of San Fernando

Climate Action and Resilience Plan

October 10, 2022



Submitted to:

City of San Fernando

Attn: Kanika Kith
Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Submitted by:

Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842
rinconconsultants.com



250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842

April 11, 2022
Revised October 10, 2022

Kanika Kith
Director of Community Development
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Subject: Proposal to Prepare the City of San Fernando Climate Action and Resilience Plan (CARP)

Dear Ms. Kith:

Rincon Consultants, Inc. (Rincon) is excited to submit this proposal to assist the City of San Fernando with development of a Climate Action and Resilience Plan (CARP) in support of the City's goal to reduce greenhouse gas emissions (GHG) and adapt to climate change. Rincon's submittal represents our team's commitment to serve as an extension of City staff with the necessary technical, managerial, and strategic thinking skills to successfully complete the project. Rincon is currently assisting the City with an update to the city's Safety Element which provides an excellent foundation in understanding climate risks and vulnerable populations and provides time and cost efficiencies. Rincon is one of the leading climate action and resilience planning firms in California and has extensive experience with cities across the state on plans that address both GHG emissions and climate resilience. Rincon has worked on more than 45 climate action plans and more than 20 climate vulnerability assessments, including for the cities of Pasadena, South Pasadena, Walnut, Burbank, La Canada, Monterey Park, Ojai, Ventura, Oxnard, and Port Hueneme.

We believe the combination of our statewide experience with climate action and resilience planning, our existing and ongoing work with the City of San Fernando, and regional experience inform our unique understanding of and sensitivity to the broad range of issues that will be important to this project. Leading the Rincon team, **Erik Feldman, LEED-AP**, will serve as the Principal-in-Charge. Mr. Feldman oversees Rincon's statewide climate action, climate adaptation, and climate investment grant program and is responsible for the leadership and development of Rincon's climate action and sustainability services. **Reema Shakra, AICP**, will serve as the Project Manager and Point-of-Contact and will directly oversee the vulnerability assessment and resilience measures. Ms. Shakra co-authored the Southern California Association of Governments (SCAG) Adaptation Planning Guide which established a climate adaptation planning process, along with tools and resources, for all 198 member cities, counties and tribes in the SCAG region. She is currently managing the City of San Fernando Safety Element update, which identifies key climate risks and resilience and environmental justice policies and programs. Our team will be supported by **Hannah Mize**, as Assistant Project Manager and will be responsible for the technical oversight of the greenhouse gas inventory and mitigation measures. Ms. Mize has extensive regional sustainability and climate experience, including the recent management and development of climate action plans for the cities of South Pasadena, Burbank, and Walnut. This structure will provide an efficient parallel track approach to completion of the climate action and resilience phases of the project.

To maximize the benefits of Rincon's proven CARP expertise, we have developed a team of strategic partners including **Climate Resolve** a renowned LA County community-based organization focused on building collaborations to champion equitable climate solutions to lead community engagement and outreach and advise on community-based resilience strategies. Climate Resolve has extensive climate related community engagement in the greater LA region, including recent work on the Canoga Park Urban Cooling project, Boyle Heights Resilience Hub, and Los Angeles County Climate Change Vulnerability Assessment. To better help the community visualize the strategies being promoted in the CARP, we have partnered with **Virtual Planet Technologies** to create virtual reality 3-D models to be deployed as an interactive and fun engagement tool. Virtual Planet Technologies excel at contextualizing abstract concepts into day-to-day lived experiences. To round out the engagement approach, we have set aside a mini-grant in our proposed cost estimate to be directed towards community-based organizations of the City's choosing to effectively engage with hard-to-reach population groups. We have identified the **Fernandeño Tataviam Band**

City of San Fernando
City of San Fernando Climate Action and Resilience Plan (CARP)

of **Mission Indians** as an excellent recipient for the mini-grant due to their past partnerships with the City of San Fernando, including tree-plantings at the San Fernando Recreation Park and creation of the Youth Diversion Program for Native Teens, and their proven ability to effectively engage with communities that are traditionally excluded from typical planning processes. Our team is also supplemented by **HIP Investors** who will identify equitable funding and financing mechanisms to support the City with implementation of GHG-reduction and adaptation measures. **Iteris** will support the transportation emissions calculations for the GHG emission inventory as part of Phase 1. This multi-disciplinary team is specifically designed to provide CARP expertise, leverage stakeholder and community relationships, and identify funding for CARP implementation, all of which is critical to the success of the CARP program.

Located less than 22 miles from San Fernando, Rincon is a California "S" Corporation with an office in downtown Los Angeles at 250 East 1st Street. Rincon has a long and successful track record working with municipal clients, and we have played a prominent role in California's sustainability and climate action environment, providing strategic consulting on decarbonization and adaptation plans to public and private clients for more than a decade. We believe that Rincon's clear understanding of San Fernando's operations and community and our proven track record on other complex sustainability and climate action related programs across the state make us uniquely qualified to assist San Fernando with the development of a CARP.

We are confident that you will find the Rincon Team to be uniquely suited and highly qualified in all of the technical and management areas that are required for successful execution of this program. The work program outlined herein is fully negotiable to meet San Fernando's needs for this exciting assignment. We welcome the opportunity to meet with you to discuss this submittal. Please do not hesitate to contact us if you have questions or need additional information.

Sincerely,

Rincon Consultants, Inc.



Reema Shakra, CARP Project Manager
Phone: 213-973-4209
Email: rshakra@rinconconsultants.com

Contact for Clarification



Erik Feldman, LEED AP, Principal
Phone: 805-644-4455
Email: efeldman@rinconconsultants.com

Authorized to contractually obligate and negotiate
on behalf of Rincon

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Appendices

- Appendix A Staff Resumes
- Appendix B Standard Fee Schedules



Firm Profile

"The Rincon Team made the development of our updated Greenhouse Gas Reduction Plan simple and designed the Plan to provide a set of implementable measures that reflect the diverse voices in our community in order to reduce emissions, mitigate and adapt to climate change risks, establish resilient neighborhoods, and lead the way toward a more sustainable future. They were very responsive collaborator in the development of the plan with City staff and were mindful of budget and timelines."

– Karen Pan, Administrative Officer, City of Burbank

1 Firm Profile

About Rincon

Rincon Consultants, Inc. (Rincon) is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides professional services to both government and industry. Our skilled professionals have many years of experience in climate action, adaptation, and resilience planning, greenhouse gas (GHG) emissions inventorying and analysis, vulnerability assessment, California Environmental Quality Act (CEQA) compliance and streamlining, energy conservation and electrification, green building, and public engagement related to these services. Our approach focuses on well-designed solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon has extensive experience in climate action and resilience planning as well as implementation and monitoring. We have assisted numerous counties and cities throughout the state with climate action, adaptation, and implementation and have built cutting-edge tools to help jurisdictions track their implementation progress over time. We have also prepared GHG inventories and developed CEQA Guidelines section 15183.5 qualified CAPs and associated CAP/CARP compliance checklists and CEQA GHG thresholds for purposes of CEQA tiering. We have worked on the ground with developers and contractors to design highly efficient all electric buildings utilizing the newest technology including solar photovoltaic, solar thermal, air and water source heat pumps, and battery storage.

Through our extensive CARP experience, we have gained an understanding of the variety of goals that drive the development of a CARP, such as GHG reduction, local vulnerabilities, CEQA streamlining for future development, grant funding and co-benefits such as improved economy, cleaner air, more resilient communities, and improved health. We work with communities to help guide CARP development to meet the needs of the community and establish measures that are implementable within the local political context. We look forward to working with San Fernando and the local community to identify a CARP strategy that fits the local perspective and derives equitable benefits for the entire community.

Rincon *at a Glance*

ESTABLISHED 1994

Rincon Consultants, Inc. was founded in 1994 in Ventura, California. Our guiding principles and core values hold strong to this day.



LOCAL

With an office in Los Angeles and 12 additional offices throughout the state, Rincon is always close enough to provide responsive professional services.



28 PROJECT AWARDS

Rincon has received numerous project awards including awards from APWA, APA and AEP.



400+ STAFF

Our employees are leaders in their professional fields and continually work together to produce high-quality products.



WEBSITE

Find out more about RinconConsultants at www.rinconconsultants.com



Rincon's corporate culture focuses on providing environmental consulting services in a manner that is beneficial to both the environment and our client's needs. We perceive ourselves as an extension of our client's team and function with their best interests in mind. By managing each project with a focus on three primary objectives – economic efficiency, technical excellence, and sustainable approach – we provide superior service that efficiently and effectively meets the needs of our clients.

The Rincon Team knows that fostering a workplace where diversity of thought and opinion, and people who are celebrated will lead to a smarter, more creative, aligned, and socially aware team. These values are built into our project approach by incorporating use of equity guardrails in our planning practice. These values are also carried through our corporate approach where our Diversity, Equity, and Inclusion Committee is working to recruit diverse talent, partner with more diverse business enterprises, and provide high-quality environmental education in the communities in which we live and work. We operate in this capacity because we truly love what we do and want to build the most sustainable future by regularly applying our knowledge and experiences in achieving the highest levels of sustainability in our business operations, as well as our daily lives.

Subconsultants

Climate Resolve | Community Engagement



Climate Resolve focuses on local solutions to global climate change and works to achieve outcomes bestowing multiple benefits. Climate Resolve strives to make California more equitable, just, livable, prosperous, and sustainable today and for future generations by inspiring people to reduce climate pollution and prepare for climate impacts. Climate Resolve fundamentally believes that solutions must

benefit all, especially low-income communities who are most affected by climate change and least able to defend against its impacts. Climate Resolve works with policymakers, planners, and project teams to develop cutting-edge strategies that maximize greenhouse gas reductions, climate adaptation, and other community co-benefits, such as increased access to opportunity and improved public health outcomes. To do this, Climate Resolve works with diverse stakeholders to shape and build consensus around integrated solutions. The state has turned to Climate Resolve as a key partner in developing climate resilience strategies for communities throughout California; for example, through its partnership in updating the Safeguarding California Plan. Climate Resolve also serves as a mentor and facilitator of knowledge exchanges around community climate resilience efforts through its role as chair of the Alliance of Regional Climate Collaboratives for Climate Adaptation (ARCCA). The organization's areas of expertise include: climate resiliency, climate mitigation and adaptation, climate financing, land use planning, environmental equity, government processes, stakeholder engagement, transit-oriented strategies, urban greening/cooling, and community co-benefits.

Equity is at the center of everything Climate Resolve does, and our outreach work has centered on communicating climate change and its impacts as a means of inspiring local action. We take climate research concerning the fate of Los Angeles and make those findings data-accessible and relevant in the day-to-day lives of Angelenos, especially those in vulnerable, low-income communities. Over the last several years, Climate Resolve has organized community presentations in underrepresented communities across the entirety of Los Angeles and has focused on local climate actions by presenting low-cost, achievable solutions. Climate Resolve staff concentrate our outreach on local centers of communities, places like public libraries, community college classes, neighborhood councils, senior centers, and community events. We find that introducing solutions that are both cost-saving and sustainable appeals to a vast majority of audience members. Climate Resolve also addresses the environmental and health co-benefits of climate action, ensuring better air quality, less extreme heat, and more accessible public transportation in residents' communities. Climate Resolve aims to make climate change extremely local, especially in disadvantaged communities that are being most affected by it.

Climate Resolve assisted the City of Long Beach in developing a comprehensive CAAP that set aspirational yet achievable measures to reduce community-wide and municipal greenhouse gas emissions and feasible implementation strategies for adaptation to climate change impacts. Climate Resolve also helped develop and implement a Community Outreach Plan for the CAAP. Facilitating many collaborative discussions with stakeholders, Climate Resolve solicited feedback to shape strategies while also building support and momentum for the implementation of those strategies. Through this project, Climate Resolve interacted directly with disadvantaged communities; many of the census tracts in Long Beach are in the top 25% designated by CalEnviroScreen. A link to the final CAAP is available here:

www.longbeach.gov/lbds/planning/caap/

Iteris, Inc. | Transportation Emissions



Iteris, Inc. (Iteris), a Delaware corporation founded in 1987, is the market leader in providing Traffic Information Management Solutions to the Intelligent Traffic Management Industry. Decades of expertise in traffic management, along with superior services and patented products help detect, measure, and manage traffic and vehicular performance; minimize

traffic congestion; and empower Iteris' clients with solutions to better manage their transportation networks. The firm is headquartered in Santa Ana, California with offices nationwide. Iteris' 425+ staff are experts in transportation planning, traffic engineering, and Intelligent Transportation Systems. Knowledge of these practice areas enables the firm to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. The innovative solutions Iteris develops and deploys help public agencies reduce traffic congestion, enhance transit use, monitor, and manage transportation networks, and provide greater access to reliable traveler information.

HIP Investors | Funding and Financing



HIP Investor Inc. (HIP) is a globally recognized, multi-sector firm serving sustainable, responsible, and impact investors and investees. Founded in 2006, HIP produces and licenses 125,000 sustainability ratings of investments of all types – including more than 100,000+ municipal bond issuers. HIP's clients include institutional investors and fund managers, as well as family offices, foundations, and endowments, along with hedge funds and retirement plans. HIP's investment methodologies are used by investees to quantify and communicate the level of sustainability and impact, including climate action and energy efficiency. HIP Investor's team of professionals are based in San Francisco, Oakland, Los Angeles, New York City, Copenhagen, and Berlin.

HIP has worked with more than 21 cities and counties, and their sustainability leaders, via the Urban Sustainability Directors Network (USDN), to identify climate-action initiatives that reduce GHG emissions and have a positive return on investment (ROI). These GHG-ROI projects and programs can be financed by sustainability-focused impact investors and fund managers. HIP created, with the City of Palo Alto and USDN, a Scan and Toolkit for Financing Sustainable Cities. HIP's three centers of expertise include: (1) rating investments on sustainability, (2) advising investors seeking impact and profit, and (3) recommending to investees on how to pursue higher impact that can be financed by investors, including climate action plans. HIP authors how-to guides and books, including *The HIP Investor: Make Bigger Profits by Building a Better World* (John Wiley & Sons, 2010), which is included in the curricula of 27 universities, colleges, and graduate degree programs for MBAs and MPAs, as well as Executive Education.

Virtual Planet Technologies LLC | Virtual Reality



Virtual Planet Technologies LLC produces immersive experiences that support community engagement, outreach, and science and policy communication to diverse audiences. Our goal is to educate, start dialog, drive action, and inspire hope for the future of our planet.

As communities worldwide face climate impacts including more frequent flooding, heatwaves, and wildfires, a critical piece of the puzzle has become educating stakeholders in highly creative, insightful, and practical ways. Virtual Planet's immersive stories allow anyone to actually experience climate impacts through hyper realistic 3D models and 360° views of their communities. These experiences convey complex concepts in simple ways, including climate impacts and possible solutions to reduce future and current risks. Our team has a range of expertise including climate scientists, filmmakers, script, communications experts, 3D artists, software developers, and drone pilots. Our applications support planning, management and monitoring activities related to flooding, coastal erosion, heatwaves, wildfire, mental health, and more.

Virtual Planet aims to create accessible, experiential VR products that allow its users—everyone from elementary school students to policy makers—to better grasp the implications of climate change, the long-term timelines around coastal impacts, and experience educational story materials while immersed in VR. In our tools, users interact with 3D models and can raise sea levels to observe potential flooding in real-time and understand the tradeoffs between nature-based vs hard engineering solutions; they can watch a firestorm consume several acres per second in California and visualize the benefits of safety buffers and vegetation management to reduce risks; experience an urban heat island being transformed to include more trees and bike lanes. Finally, equity and inclusion are in the forefront of our minds and is reflected in our core team and collaborators.

Virtual Planet Technologies completed a virtual reality application and complimentary video for the City of Cleveland, Ohio that reimagines how the City could look by implementing measures to reduce or sequester GHG emissions and improve adaptive capacity, such as planting trees. The virtual reality application was interactive and allowed the viewer to physically explore the communities that they are familiar with. The story is narrated by a resident and tells the story of how they grew up in the City and have experienced the impacts of climate change firsthand. The narrator is a young student, waiting for the bus in an unsheltered bus stop as he listens to an announcer on the radio talk about an impending heat wave, defining integral climate change terms, such as urban heat island, throughout the explanation. Cars continue to pass, and the color of the video begins to change, demonstrating the change in temperature. In the community outreach events, heaters are used to blow warm air simultaneously and provide an immersive experience for the viewer. Views from the past are shown with lush trees that line the areas where the current streets are located, providing insight into what a greener, and cooler, Cleveland may look and feel like. As the virtual reality experience and video transition into the future, the screen becomes bright, trees begin to grow, providing shade for residents who ride by on bikes and scooters demonstrating that there is hope and providing visual insight into real solutions. A link to the video if available here:

<https://vimeo.com/637224183/1ce3f01d06>



Experience

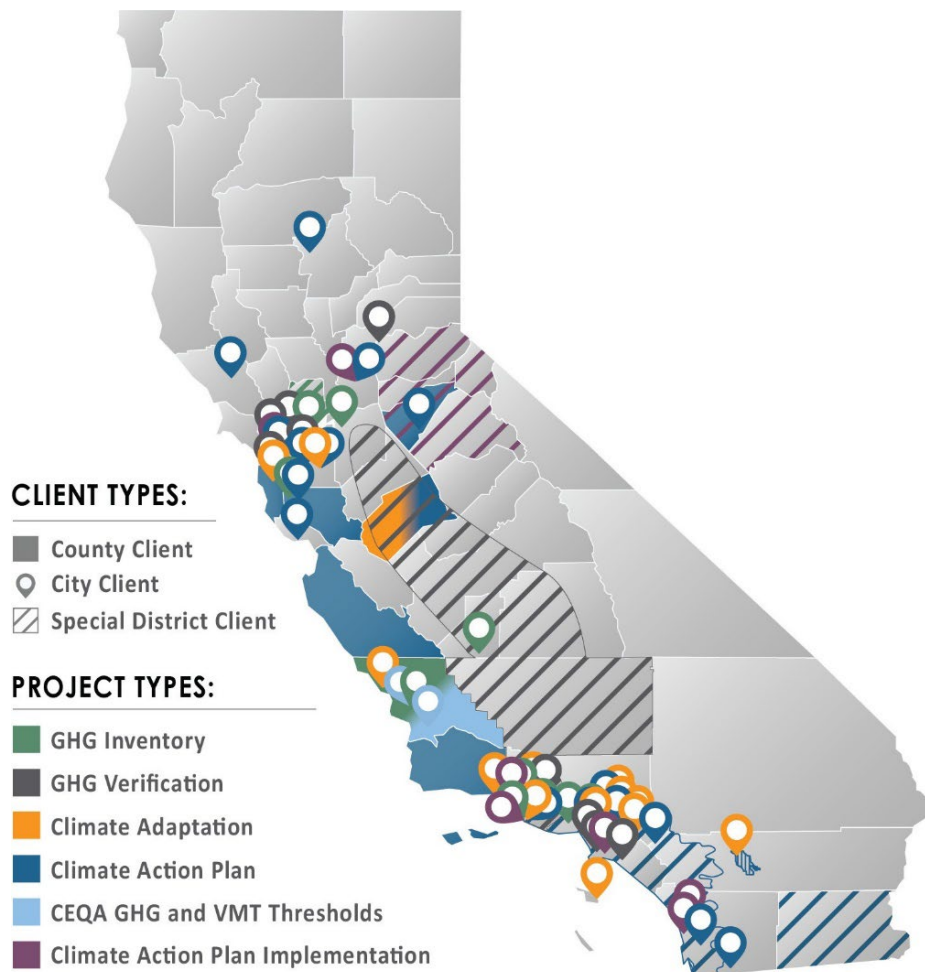
"We developed a great partnership with Rincon during the climate action planning process. Rincon ensured that, at its core, the City's Climate Action Plan reduced greenhouse gas emissions through equitable, achievable, and implementable actions that equally benefit all South Pasadenans. We consider them trusted advisors and look forward to working together again in the future!"

– Arpy Kasparian, Water Conservation and Sustainability Analyst, City of South Pasadena

2 Experience

Climate Action and Adaptation Planning

Rincon has a team of more than 400 staff, making us large enough to provide the expertise needed to successfully support our clients plan for and execute meaningful, innovative, and complex projects, yet flexible enough to quickly respond to changes in direction or special challenges that may emerge. Our broad experience in climate action and resilience planning, as well as implementation of the related measures and the advanced experience of key staff in past projects establishes us as particularly well-suited for this project. We have developed policies and ordinances for sustainability measures relating to buildings, energy, water, waste, and transportation as part of our work developing CARPs and CARP implementation for clients across California. Our Rincon Team not only develops plans but also works with our clients to implement those plans to create real change. We work with developers to create all-electric buildings, internally with municipalities like our work with the San Mateo Regional Climate Action Planning Suite program implementing measures and actions, and recently with the City of Berkeley on a first-of-its-kind analysis and plan for citywide electrification. Our unique combination of policy and implementation experience allows us to craft real world solutions to some of California's most difficult climate-related challenges. The image below demonstrates the breadth of the climate action, adaptation, and resilience work that the Rincon has completed for various jurisdictions throughout the state.



Rincon recognizes the role that climate action planning plays in achieving California's GHG reduction targets and resilience strategies and has made it a priority in our practice. As such, this program will be among the firm's highest priorities. Our references will attest to Rincon's demonstrated ability to respond on short notice to our clients' needs and our proven track record of innovative and completion of highly complex assignments on time and within budget. To do so, we have developed web-based tools to analyze key emission sectors, develop emission reduction and resilience measures, determine implementation feasibility, and track of implementation over time, as detailed to the right. Rincon also has extensive experience in CEQA for plan adoption and as well as in implementation and monitoring of CARPs after adoption. We have conducted CEQA analysis in nearly every city in California for nearly 30 years, including the City of San Fernando. We have also developed qualified CARPs and associated project-level CARP compliance checklists, as well as GHG thresholds for CEQA tiering.

Climate Action Plans and Greenhouse Gas Inventories

Rincon has prepared CAPs, GHG Reduction Strategies, Sustainability Plans, and GHG Reduction Scorecards, as well as the associated GHG inventories, for municipalities, special districts, universities, and private clients throughout California. Specifically, our team has prepared over 50 CAPs and GHG Reduction Strategies throughout the state. None of the CAPs prepared by Rincon have been legally challenged. Our team is comprised of California Air Resources Board (CARB) -Accredited Lead Verifiers who specialize in understanding the intersection of emissions across the state. Cumulatively, we have audited approximately 40 percent of the state's Cap-and-Trade covered GHG emissions annually, giving us unparalleled experience with a wide variety industries and inventory methodologies and a comprehensive understanding of best practices. The table below includes Rincon's recent climate action planning and GHG inventory experience. Rincon has also prepared the associated CEQA assessments for the majority of our climate action planning efforts and recognizes the benefits of establishing a qualified CARP framework, which provides the City with the ability to streamline future CEQA GHG analyses by being able to tier off the CARP. This unique combination of expertise allows us to develop accurate and defensible CEQA documents in a cost-effective manner.

Agencies that Rincon has Assisted with GHG Inventories and/or CAPs

Berkeley College	City of La Canada	City of Pinole	County of Santa Barbara
Calaveras County	City of Lake Elsinore	City of Pismo Beach	CSU, Channel Islands
City of Albany	City of Livermore	City of Pittsburg	Imperial County
City of Arroyo Grande	City of Madera	City of Pleasanton	Kings County
City of Atascadero	City of Montclair	City of Port Hueneme	Merced County
City of Beverly Hills	City of Morro Bay	City of Sacramento	Oxnard College
City of Burbank	City of Pasadena	City of San Luis Obispo	Peralta Community College District
City of Chico	City of Paso Robles	City of San Marcos	San Mateo County
City of Cupertino	City of Vista	City of Santa Barbara	Santa Clara County
City of Dublin	City of Walnut	City of Santa Cruz	
City of Grover Beach	City of West Hollywood	City of South Pasadena	

Select project experience, which include the website where each document is available, are featured further in this section under "Project Experience."

Climate Adaptation Plans, Vulnerability Assessments and Safety Elements

Rincon prepares cutting edge climate vulnerability assessments and develops effective adaptation and resilience plans across local and regional scales. At the local level, Rincon prepares climate vulnerability assessments and adaptation plans as a component of CARPs, Local Coastal Programs, General Plan updates, and Local Hazard Mitigation Plans. The following list shows Rincon's climate adaptation planning experience.

Agencies that Rincon has Assisted on Climate Adaptation and Resilience Planning

- Calaveras County & Angels Camp City Wildfire-related GHG Inventory and Adaptation Strategies
- City of Calabasas General Plan Update + Wildfire and Evacuation Assessments
- City of Carmel Adaptation Strategy
- City of Cupertino Adaptation Strategy
- City of Pajaro Valley Water Management Agency Local Hazard Mitigation Plan
- Greater Placerville Wildfire Evacuation preparedness, Community Safety, and Resiliency Plan
- Nevada County Extreme Climate Event Mobility/Adaptation Plan
- San Bernardino Water Valley Authority Climate Adaptation and Resilience Plan (CARP)

Agencies that Rincon has Assisted on Climate Change Vulnerability Assessments

- City of Avalon General Plan Update + Local Coastal Plan
- City of Beverly Hills Climate Vulnerability Assessment
- City of Burbank Climate Vulnerability Assessment
- City of Carlsbad Vulnerability Assessment
- City of Hayward Climate Vulnerability Assessment
- City of La Cañada Flintridge Climate Vulnerability Assessment
- City of Livermore Climate Vulnerability Assessment
- City of Monterey Park Climate Vulnerability Assessment
- City of Nevada City Climate Vulnerability Assessment
- City of Ojai Climate Vulnerability Assessment
- City of Oxnard Local Coastal Plan Update, Climate Vulnerability Assessment, + Sea Level Rise Adaptation Strategy Report
- City of Pasadena Climate Vulnerability Assessment
- City of Port Hueneme General Plan Update + Local Coastal Plan¹
- City of Rolling Hills Climate Vulnerability Assessment
- City of San Leandro Climate Vulnerability Assessment
- City of Santa Barbara (Yanonali St.) Sea Level Rise Assessment
- City of Simi Valley Climate Vulnerability Assessment
- City of South Pasadena Climate Vulnerability Assessment
- City of Ventura Climate Vulnerability Assessment
- City of Walnut Climate Vulnerability Assessment
- Fresno County Vulnerability Assessment
- San Mateo County Climate Vulnerability Assessment
- Stanislaus County Climate Vulnerability Assessment
- Trinity County Vulnerability Assessment

Agencies that Rincon has Developed Resilience Policies as part of Safety Element Updates

- City of American Canyon Safety Element
- City of Bakersfield Safety Element
- City of Beaumont Safety Element
- City of Brea Safety Element
- City of Burbank Safety Element
- City of Carlsbad Safety Element
- City of Claremont Safety Element
- City of Duarte Safety Element
- City of Hayward Safety Element
- City of Monterey Park Safety Element
- City of Nevada City Safety Element
- City of Ojai Safety Element
- City of Palmdale Safety Element
- City of Rolling Hills Safety Element
- City of San Fernando Safety Element
- City of Sierra Madre Safety Element
- City of Simi Valley Safety Element
- City of Thousand Oaks Safety Element
- City of Ventura Safety Element
- City of Palo Alto Safety Element
- City of Petaluma Safety Element
- City of Piedmont Safety Element
- City of Port Hueneme Safety Element
- City of San Leandro Safety Element
- City of San Ramon Safety Element
- City of Santa Maria Safety Element
- City of Solvang Safety Element
- City of Ukiah Safety Element
- Trinity County Safety Element

¹ Received Award of Excellence from the APACA Central Coast & Award of Merit from AEP

Project Experience

The following section includes detailed experience for projects involving similar scopes of service.

City of Burbank

Greenhouse Gas Reduction Plan and Environmental Review

Burbank, California



Rincon is currently overseeing the preparation of a Greenhouse Gas Reduction Plan (GGRP) Update for the City of Burbank that will serve as a “qualified GGRP” under CEQA. The work scope includes development of an updated GHG inventory, forecast, reduction measures, and CEQA analysis with streamlining documentation. The Burbank GGRP Update builds upon the efforts of the City’s 2035 GGRP, adopted in 2013, with an updated GHG inventory and GHG-reduction targets to meet the state’s stringent 2030 reduction targets of reducing GHG emissions to 40 percent below 1990 levels. The Rincon team is working closely with Burbank to engage all City departments, including the utility provider Burbank Water and Power, in development of GHG-reduction measures that are supported by substantial evidence. Rincon is also using the unique opportunity of virtual community and stakeholder outreach to implement tools to further the reach of engagement efforts to enable a diverse and equitable community voice in plan development. Prior to adoption of the GGRP Update, Rincon will develop the documentation needed to unlock the potential to use the GGRP Update as a tool for streamlining development review, including the CEQA analysis and GGRP consistency checklist. To ensure future legal defensibility of the GGRP Update, Rincon is establishing a streamlined implementation tracking program centered around the use of the Rincon’s proprietary CAPDash tool, which will allow regular and transparent reporting of the status of the GGRP Update implementation. The Public Review Draft is currently available and the Final GGRP Update is anticipated to be adopted in May 2022.

Dates: February 2020 to Present

Staff: Erik Feldman (Principal-in-Charge), Hannah Mize (Project Manager), Andrew Beecher (Technical Lead)

Website: www.burbankca.gov/web/community-development/climate-action-plan

City of Beverly Hills Climate Action and Adaptation Plan

Beverly Hills, California



The City of Beverly Hills has been engaged in climate change mitigation and resilience for a long time, with a keen focus on maintaining economic vitality. Beverly Hills was an early member of the Clean Power Alliance, which allowed businesses and residents to purchase low carbon electricity without increasing electricity rates. Beverly Hills has also converted a portion of the City-owned vehicle fleet to renewable fuels through the assistance of the State's Low Carbon Fuel Standards Program.

Rincon is currently preparing a Climate Action and Adaptation Plan (CAAP) to assist Beverly Hills in furthering their previous efforts in greenhouse gas mitigation, and to prepare the city's residents and business for the current and future impacts of climate change. The CAAP will layout tiered greenhouse gas emissions reduction pathways for Beverly Hills to eventually become a carbon neutral city, with each pathway evaluating the economic impact to businesses and residents while considering priorities of their unique demographics. The CAAP includes a robust climate change vulnerability assessment which guided the development of resilience strategies. The CAAP is intended to demonstrate compliance with key state greenhouse gas reduction legislation, including Senate Bill 32 and Executive Order B-55-18, and will be supplemented with analysis under CEQA for greenhouse gas emissions streamlining purposes. To track CAAP implementation and greenhouse gas emissions reductions tracking over time, Rincon is providing Beverly Hills with the proprietary CAPDash tool, which will allow for streamlined reporting of implementation status to stakeholders.

Dates: February 2021 to December 2023

Staff: Erik Feldman (Principal-in-Charge), Reema Shakra (Adaptation Advisor and Project Manager), Andrew Beecher (Greenhouse Gas Technical Lead and Assistant Project Manager), Camila Bobroff (Climate Vulnerability Assessment Technical Lead)

Website: 9021zeroemissions.rinconconsultants.com

City of Port Hueneme

Climate Action and Adaptation Plan

Port Hueneme, California



The City of Port Hueneme has approximately 21,954 residents and is a similar size as San Fernando. Additionally, similar to the City of San Fernando, Port Hueneme has a large population of residents that speak a language other than English at home, over ten percent of residents lack health insurance, fewer than 25 percent of residents have a bachelor's degree or higher, and the median household income is less than \$65,000, which is over \$10,000 less than the median household income statewide (\$78,672).¹

Rincon prepared a Climate Action and Adaptation Plan (CAAP) as part of the comprehensive update of the Port Hueneme General Plan and EIR program. The CAAP including a climate vulnerability assessment, GHG inventory, and adaptation and GHG mitigation measures and incorporated work completed to date and address contemporary planning issues like climate change, safety, housing, and economic resilience. The CAAP also addressed all new statutory State requirements such as: climate change, greenhouse gas emissions, and sustainability (Executive Orders, AB 32, SB 375, SB 197, SB 32), climate adaptation and resiliency strategies (SB 379, AB 2140), vehicle miles travelled (VMT) analysis under CEQA (SB 743), and environmental justice (SB 1000). The Rincon team accomplished this during the State's shelter-in-place mandate and conducted all engagement virtually. This program was accomplished in a way that worked within the context of Port Hueneme's needs and environment while creating a modern, legally defensible document. The project won Award of Excellence for the 2022 American Planning Association's California Chapter (APACA) Central Coast Planning Award and the Award of Merit for the 2022 Associates of Environmental Planning (AEP), Planning Document Award.

Dates: November 2019 to October 2021

Staff: Reema Shakra (Adaptation Advisor), Camila Bobroff (Climate Action and Adaptation Plan Assistant Project Manager)

Website: <https://www.ci.port-hueneme.ca.us/1272/2045-General-Plan>

¹ <https://www.census.gov/quickfacts/CA>



Key Personnel

"We had an extremely positive experience with Rincon on Berkeley's Existing Buildings Electrification Strategy. The team was thoughtful, collaborative, and professional, providing high quality deliverables on time and within budget. They consistently went above and beyond what was expected, bringing technical expertise, skillful project management and excellent graphic design resulting in a great product. They fostered a positive and supportive team culture and were a pleasure to work with."

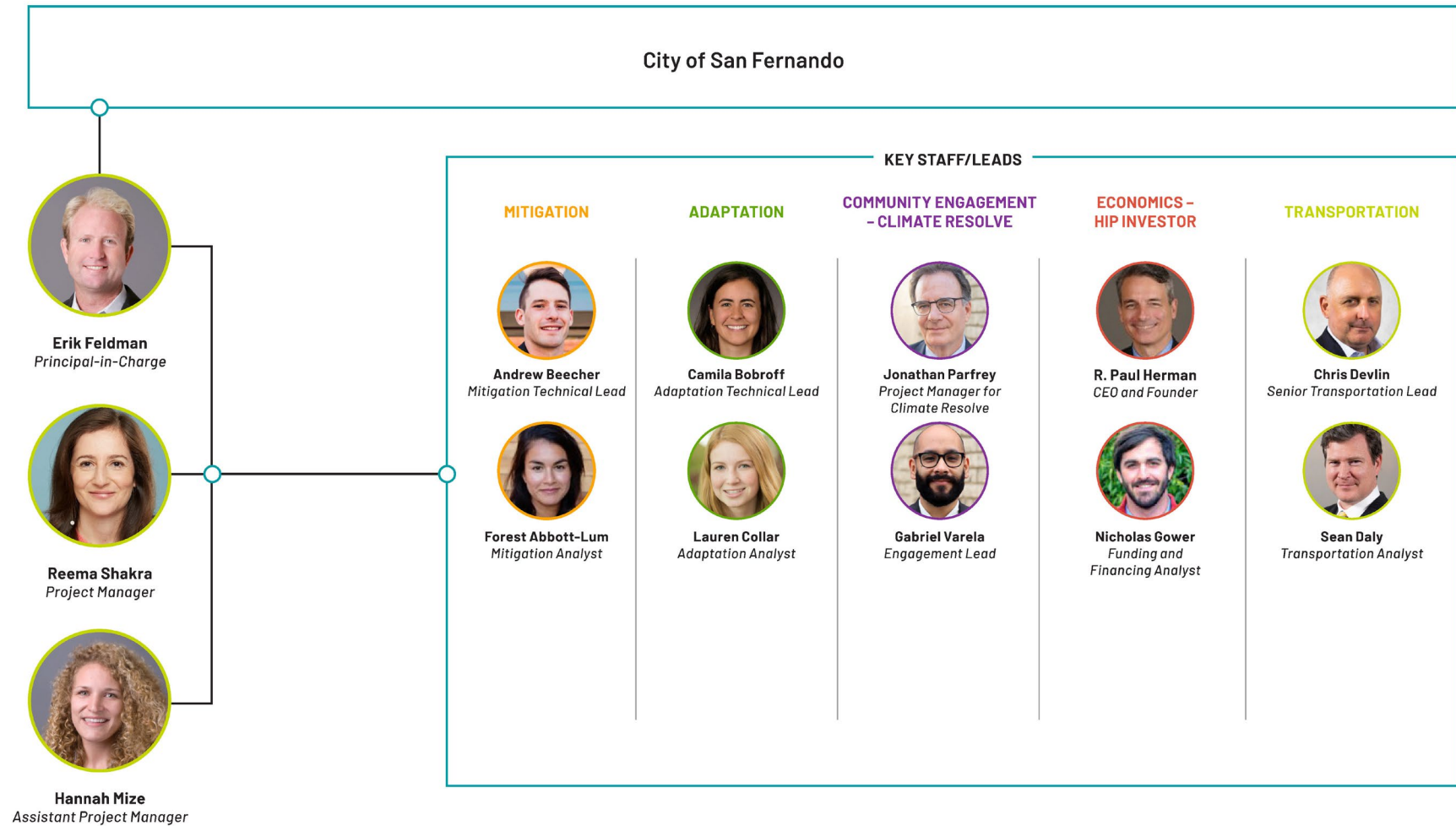
Katie Van Dyke, Chief Resilience Officer Office of Energy & Sustainable Development, City of Berkeley

3 Key Personnel

Rincon has operated its climate service line with the simple idea that we want our work to result in tangible, positive change in the community. Plans and roadmaps that sit on the shelf serve no purpose. Therefore, we set out to tackle the hurdles to successful climate action and resilience planning by working with our clients and their communities, opening communication across City and County departments, and not shying away from complex problems. For the City of San Fernando CARP, Rincon has assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of climate action and resilience planning with several years of experience working in the region. Additionally, we have partnered with a team of experts from Climate Resolve, Iteris, and HIP Investors. Virtual Planet Technologies are available to join the team should the City select the virtual reality optional task. We also recommend offering the mini-grant set aside in our proposed budget to organizations such as the Fernandeano Tataviam Band of Mission Indians to serve as a partner in engaging harder-to-reach community members. Brief biographies for key team members are included on the following pages. Detailed resumes with project references are provided in Appendix A.

Team Organization

The following page illustrates the composition of our team.



Biographies for Key Personnel

Rincon has assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of CEQA with several years of experience working in the region. Brief biographies for key team members are included on the following pages, with full resumes attached.

Rincon Team

Erik Feldman | Principal-in-Charge



Erik Feldman's experience includes greenhouse gas modeling and auditing, climate action and adaptation planning and sustainability design and program development. Additionally, he is involved in a wide range of urban planning and land use studies, sustainable development review, and CEQA environmental documentation and permitting activities. He has assisted numerous local agencies and development projects with the development of greenhouse gas thresholds, analytical methods, and resilience and reduction strategies in California. Mr. Feldman also has extensive experience preparing Qualified greenhouse gas Reduction Plans as defined by CEQA Guidelines 15183.5 and utilizing these plans to streamline greenhouse gas CEQA analysis for

development projects. Mr. Feldman applies this experience in the successful management of environmental and sustainability projects for variety of clients in the public and private sectors. He has led and participated in numerous greenhouse gas- and sustainability-related presentations including for the California American Planning Association and at universities such as California State University (CSU), Channel Islands, California State University, CSU Long Beach, Cal Poly San Luis Obispo, University of San Diego, and University of California, Santa Barbara. He has also served as a member of the Board of Directors for the U.S. Green Building Council

California Central Coast Chapter and is a member of the Steering Committee for the Gridley Water Group in Ojai.

Reema Shakra | Project Manager



Ms. Shakra is a Climate Adaptation Program Manager with 17 years of consulting and public agency experience in climate action and adaptation planning and community outreach and engagement. Ms. Shakra has a wide-ranging policy background, having prepared or managed general plan updates, climate action plans, local coastal program updates, corridor plans, and climate adaptation plans. She co-authored a step-by-step guidebook for the Southern California Association of Governments region which provides local governments with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. Ms. Shakra is preparing climate vulnerability assessments and adaptation policies and measures for several

cities in the Los Angeles region, including for the cities of San Fernando, Calabasas, Beverly Hills, Monterey Park, and Claremont. She is an active member of the statewide Alliance of Regional Collaboratives for Climate Adaptation, Los Angeles Regional Collaborative for Climate Action and Sustainability, and the American Society of Adaptation Professionals.

Hannah Mize | Assistant Project Manager

Hannah Mize has a strong foundation in and experience with a wide range of climate action planning as well as greenhouse gas emissions assessments. She has experience assisting with and managing climate action plans, which includes overseeing data collection; completing inventory and forecast calculations; setting targets; developing emission reduction and adaptation/resilience measures; participating in community outreach; and completing draft and final plans. She is currently managing the City of Burbank's Greenhouse Gas Reduction Plan Update as well as the City of Pittsburg's Climate Action Plan and recently oversaw the completion of the City of South Pasadena's inaugural Climate Action Plan, all of which are CEQA streamlined greenhouse gas emissions reductions

plans. Ms. Mize also oversees the verification of greenhouse gas emissions and low carbon fuel through the California Air Resource Board Cap-and-Trade Program following the requirements of the Mandatory Reporting Regulation and the Low Carbon Fuel Standard, respectively. Ms. Mize manages the team's robust auditing program, which has collectively verified approximately 40 percent of the State of California's industrial greenhouse gas emissions annually, over the past four years. She has conducted greenhouse gas verification services throughout the State for electricity generators, electricity and natural gas providers, oil and gas production facilities, refineries, mines, and fuel suppliers in conformance with the Assembly Bill 32 Mandatory Reporting Regulation. She has also worked with transportation agencies to verify low carbon fuel.

Andrew Beecher | Mitigation Technical Lead

Andrew Beecher is a Sustainability Planner for Rincon Consultants, Inc., where he works as GHG technical specialist and project manager for the Environmental Planning Services Group. His experience includes greenhouse gas inventory development, GHG reduction strategy development and quantification, Climate Action Plan implementation and state GHG reporting audits. He has worked as technical lead on municipal, city and county-wide GHG inventories and GHG reduction measure development, for which he has developed tools to streamline calculation of GHG emissions inventories, forecasts, and GHG reduction measures simultaneously for multiple jurisdictions and years. He has experience conducting GHG verification services for oil and gas production facilities and fuel

suppliers in conformance with AB-32 Mandatory Reporting Regulation, as well as verification for the California Low Carbon Fuel Standards Program. He has also worked as outreach coordinator for Rincon's award-winning Climate Action Plan Implementation project, the Del Mar Home Energy Savings Program, taking on a unique approach to socially equitable policy implementation.

Camila Bobroff | Adaptation Technical Lead

Camila Bobroff is a Sustainability Planner with Rincon's Environmental Planning and Sustainability Group. Ms. Bobroff has substantial experience with data analysis, greenhouse gas emissions inventories, and developing climate action measures and adaptation strategies. She is currently responsible for assisting in the preparation of Climate Action Plans, Climate Adaptation Plans, Climate Change Vulnerability Assessments, Carbon Inventories, and Safety Elements for jurisdictions across California. Ms. Bobroff authored the climate vulnerability discussion in the Safety Element update for San Fernando.

Lilly Rudolph | Expert Grant and Ordinance Writer

Ms. Rudolph is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of experience ranging from preparing long range planning documents to overseeing civic engagement and outreach strategies. She has processed a range of development applications for cities and counties and has prepared land use-specific ordinances and is experienced in the preparation of nonprofit-funded grant applications and grant management.

Subconsultant Team***Jonathan Parfrey | Climate Resolve | Project Manager for Climate Resolve***

Before founding Climate Resolve, Jonathan Parfrey served as a commissioner at the Los Angeles Department of Water and Power (2008-2013). Jonathan is a founder and board member of CicLAvia, the popular street event, as well as a founder of the statewide Alliance of Regional Collaboratives for Climate Adaptation. He served as director of the GREEN LA Coalition (2007-2011), and as the Los Angeles director of Nobel Peace Prize-winning organization Physicians for Social Responsibility (1994 to 2007). Prior to that, Jonathan founded and directed the Orange County Catholic Worker (1987-1993). He was appointed to Governor Schwarzenegger's Environmental Policy Team in 2003. Jonathan received the Paul S. Delp Award for Outstanding Service, Peace and Social

Justice (1992), and was awarded a Durfee Foundation Fellowship (2002), a Stanton Fellowship (2010), and was appointed a Senior Fellow at the USC Marshall School of Business (2011).

Gabriel Varela | Climate Resolve | Engagement Lead

Gabriel Varela is an experienced outreach and community liaison having spent years working closely with his local communities. He started by providing grassroots educational opportunities on a myriad of local issues in Boyle Heights and has continued to advocate for access to local resources on behalf of the communities he grew up in. He focuses on relationship building by sharing his lived experience as a native Angeleno and learning from the stories of those communities he works with. Before joining Climate Resolve, Gabriel worked with GRID Alternatives, a local non-profit organization dedicated to democratizing access to solar energy and solar jobs in communities that have historically lacked access to those resources. As an outreach coordinator and manager, he guided

countless families and individuals through the process of obtaining photovoltaic systems on their homes potentially saving families up to 100% of their energy consumption. Before GRID Alternatives, Gabriel worked with the Los Angeles Center for Affordable Tenant Housing where he engaged multiple local stakeholders in the local affordable housing community around housing rights education. He collaborated with multifamily housing owners, managers, and tenants to spearhead an educational effort to disseminate knowledge about section-8 housing rights, responsibilities, and habitability standards.

Chris Devlin | Iteris | Senior Transportation Lead

Mr. Devlin has served as a Senior Engineer Planner of Iteris' Consulting Solutions since 2013. He has 31 years of experience in transportation planning and has managed and participated in a wide variety of transportation studies. These include travel demand forecasting studies, travel surveys, traffic impact studies, parking studies, and corridor studies. Mr. Devlin is an experienced travel demand forecaster, having developed and worked on over twenty different traffic models throughout the world. He is proficient in several modeling packages including TransCAD and Cube. He has developed model outputs to support the economic, financial, and environmental analysis of major highway, transit, and aviation projects and well as vehicle miles traveled (VMT) statistics for Senate Bill 743. Mr.

Devlin is also proficient in the use of Geographic Information Systems (GIS) for problem-solving, analysis, and presentation of results. He has designed and run GIS training courses specifically for Transportation Planners, including the design and coding of GIS utilities and scripts. Mr. Devlin has also performed several large-scale transportation surveys from the survey design stage, through implementation, data cleaning, database population, and reporting.

Sean Daly | Iteris | Transportation Analyst

Mr. Daly is a Senior Planner for Iteris' Consulting Solutions. He has 22 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean's approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris' focus on to bring professional planning services to his clients through a broad array of knowledge, expertise, and experience. Before Iteris, Sean was the Transportation Improvement Program Manager at the Boston Metropolitan Planning Organization (MPO). He is the Membership Officer for the American Planning Association (APA) Louisiana Chapter, and previously served on the National Planning Conference Committee as the Mobile Workshop Chair

for the 2018 National Planning Conference in New Orleans. He is the past Chair of the ASCE Louisiana Transportation and Development Institute, and currently serves on the St. Tammany Parish Board of Zoning Adjustment.

R. Paul Herman | HIP Investor | Funding and Financing Lead

R. Paul Herman is CEO of HIP Investor, is a globally recognized leader in investing to pursue positive impact and profit. HIP (Human Impact + Profit) Investor produces and licenses 125,000 impact investment ratings of stocks, bonds, and funds to investors, family offices, family foundations, fiduciaries, wealth advisors, fund managers, hedge funds, and retirement plans, including 401(k)s. HIP's Ratings also help drive the Newsweek Green Rankings and the Peter Drucker Index. HIP's Portfolios focus on sustainable equities and REITs, and thematically invest in "great places to work" and fossil-fuel-free strategies. He founded HIP Investor 13 years ago to show that investments across all asset classes can solve human, social and environmental problems - and can be more

profitable and less risky than being extractive of people, natural resources and trust.

Nicholas Gower | HIP Investor | Funding and Financing Analyst

Nicholas Gower is the Vice President of HIP Investor. His work has focused on managing much of the daily operations, as well as, marketing and outreach efforts. Additionally, Mr. Gower contribute to the databases of sustainability and human impact data for potential investments. His experience includes co-creating the Financing Sustainable Cities Scan and Toolkit, which is an action-oriented “how-to toolkit” for cities to catalog implementable and emerging funding mechanisms that can support cities striving towards bold climate action and sustainability goals. Additionally, he has developed quantitative scorecards to measure human impact, for proprietary investment analysis for the Global Alliance for Banking on Values (GABV) membership, based on the performance of

current member customer loans and business operations.



References

"It took a unique team to navigate Chico through a controversial update of its Climate Action Plan, especially during COVID-19. The global pandemic posed numerous challenges, including ensuring a sincere and robust public engagement program and working with the City's newly created Climate Action Commission in a virtual space. Rincon not only met, but exceeded, the City's expectations. The Rincon Team met all deadlines and always with quality deliverables. I've worked with myriad consultants over the past 20 years, and Rincon stands out due to their responsiveness, clear communication, quality writing, focus on problem-solving, and overall professionalism. Bottom line – we'll be using them again!"

Brendan Vieg, Community Development Director, City of Chico

4 References

We invite you to contact any of the individuals listed below regarding our qualifications, skills, and project management.

City of Burbank, Greenhouse Gas Reduction Plan and Environmental Review	
Contact:	Fred Ramirez, Assistant Community Development Director-Planning
Address:	275 East Olive Avenue, Burbank, California 91502
Phone:	818-238-5273
Email Address:	FRamirez@burbankca.gov
Project Description:	See <i>Project Experience</i> above.
City of South Pasadena Climate Action Plan and Environmental Review	
Contact:	Arpy Kasparian, Sustainability Analyst
Address:	1414 Mission Street., South Pasadena, California 91030
Phone:	626-403-7253
Email Address:	akasparian@southpasadenaca.gov
Project Description:	Rincon prepared the South Pasadena Climate Action Plan which serves as a roadmap to meet state GHG reduction targets by 2030 and demonstrate substantial progress toward achieving carbon neutrality by 2040. Rincon assisted the City with a grant application for \$120,000 from the Southern California Association of Governments to prepare and develop the CAP.
City of Beverly Hills, Climate Action and Adaptation Plan	
Contact:	Josette Descalzo, Environmental Compliance and Sustainability Programs Manager
Address:	345 Foothill Road, Beverly Hills, California 90210
Phone:	310-285-2554
Email Address:	jdescalzo@beverlyhills.org
Project Description	See <i>Project Experience</i> above.



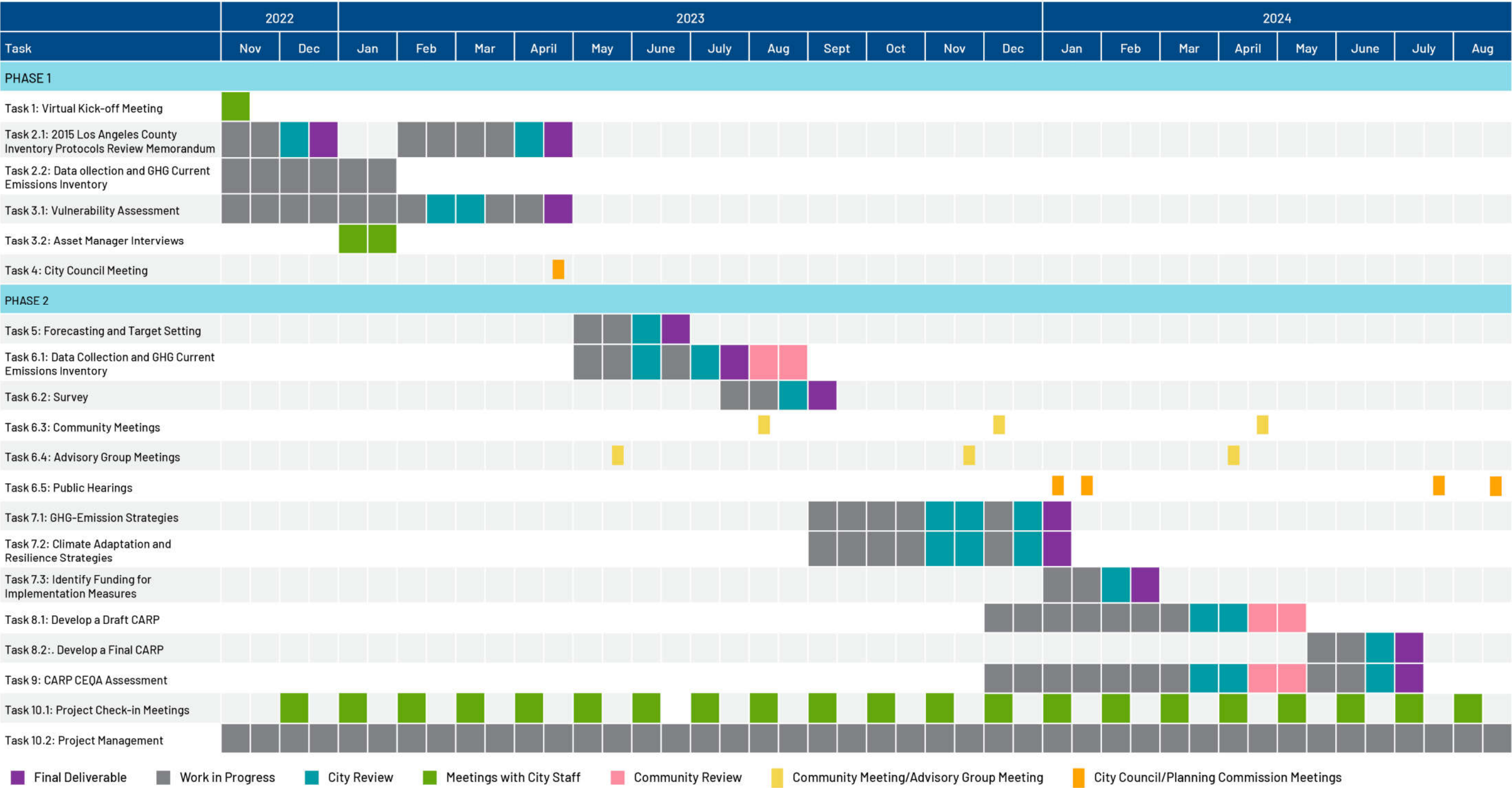
Project Schedule

"On behalf of the City of Pasadena I want to thank the Rincon Team for your excellent performance on the City's GHG inventory, Climate Action Plan, CEQA review, and CAP consistency checklist. Rincon's overall approach to climate action planning has been very responsive and effective at dealing with the ever-evolving nature of climate change legislation and policy. Throughout the climate action planning process Rincon provided creative solutions that are successful in helping Pasadena reach its GHG reduction goals. Rincon's staff demonstrate a deep understanding of climate planning issues and a willingness to collaborate with City staff to deliver documents consistent with our expectations."

- Anita Cerna, Senior Planner, City of Pasadena

9 Project Schedule

The Rincon Team is prepared to begin the work program described in this proposal immediately upon authorization to proceed. As depicted on the following graphic, Rincon proposes to adhere to an approximately 22-month schedule that allows the Draft CARP to be circulated by April 2024 and adopted by July 2024, with an official kickoff date in November 2022. As part of the schedule design, we have included at least 10 working days for City review of each task or phase. For the more robust deliverables, including Task 2, *Vulnerability Assessment*, Task 7, *Develop Policies and Strategies*, Task 8.1, *Draft CARP*, and Task 9. *CARP CEQA Assessment*, an approximately 20-working-day City-review period is proposed to provide additional time for the City. We have also built-in a 1-month public review for the Draft CARP and CEQA document after the City's review to allow the community to provide feedback which will be discussed with the City and integrated into the Final CARP and CEQA document, as appropriate.





Project Scope and Cost

"The development of the Climate Action Plan (CAP) has been a very collaborative effort. This is the first ever of its kind for an agency as large and as specialized as ours and, as such, has presented a number of challenging tasks to keep the project moving forward. Rincon's CAP Project Manager has gone above and beyond to ensure our needs have been met, that potential issues are brought to our attention and worked through with thoughtful, well-reasoned solutions. Our goal has been to provide a quality, meaningful product that will be used to guide decision making in the future and as such, has high level of technical detail and well-reasoned solutions. Rincon's team have met or exceeded our expectations in every way. We have pushed this team to meet schedules that would have broken other consultants and they have worked diligently and tirelessly to ensure that not only are deadlines met, but met with a quality product. Their CEQA team is the best - knowledgeable, savvy, and as good in every way as the Climate Action team. I highly recommend the Rincon Team."

Malinda Stalvey, Metropolitan Water District Sr. Environmental Specialist

6 Project Scope and Cost

Approach

Rincon has over 400 professional staff and is of a sufficient size that it has the resources to manage and successfully assist San Fernando with the CARP, as well as execute a number of projects concurrently, including the City's Safety Element update and environmental documentation for zoning updates associated with the draft Housing Element. In any given year, Rincon manages more than 400 assignments for more than 150 clients statewide. We are experts in managing sustainability and adaptation programs involving multiple concurrent assignments and are successfully executing several similar service agreements. If selected, the City's interconnected planning efforts will be one of the Rincon Team's top priorities. We achieve cost, schedule, and resource control utilizing the following three-step process – (1) cost and schedule baselines are established; (2) cost and schedule data are collected and reported on a monthly basis to the project managers; and (3), deviations in cost or schedule performance are discussed internally, and if necessary, with City staff, and corrective actions are taken. We recognize our obligation to anticipate, identify, and resolve all problems – technical, managerial, and financial – as early as possible. We identify and avoid problems by thoroughly planning the project; realistically budgeting time, labor, and costs; clearly communicating with the City, and closely monitoring the performance of staff and any associated subcontractors. Our goal is to develop meaningful products that will aid the City in effectively implementing sustainability and adaptation measures and achieving the goals established in the CARP.

The flow chart depicted on the next page presents the approach we anticipate using to prepare the CARP, including grant-funded Phase 1 tasks and completion of the CARP for Phase 2. We propose to undertake community engagement early and throughout Phase 2 to generate input that can meaningfully influence the planning process and generate community-supported adaptation and mitigation measures. The CARP process begins with data gathering and technical assessments (GHG emissions inventory, climate vulnerability assessment, GHG forecasting) followed by engagement to define equity guardrails (or principles) and gather input to round out our understanding of climate impacts and the ability for communities to adapt and prepare. These steps are followed by initial measure development with City departments, followed by input from the community. The measures are incorporated into a draft CARP, presented to the Planning Commission and City Council for discussion. The environmental review process is initiated on the draft CARP. After a public comment period, a final CARP and final environmental document is presented for recommendation by the Planning Commission and adoption by the City Council.

Project Scope and Cost



Workload Coordination

The Rincon Principal-in-Charge and Project Manager involved in this contract are technical experts in the environmental industry. As a member of the Board of Directors and Principal in the firm and leader of the statewide sustainability and climate adaptation planning service line, Mr. Feldman has the ability and company authority to direct and commit staffing resources towards the CARP, allowing for the timely delivery of critical work products throughout the full length of the planning process. As an additional level of internal coordination, the Rincon Team meets bi-weekly to discuss and allocate work, as necessary. Our quality control procedures are also well established and are integrated into all aspects of our professional practice. These techniques include careful management of workload commitments (See Task 11 for more information on our quality assurance/quality control [QA/QC] process).

Our reputation is founded on providing high-quality products, on time and within budget. Most of our projects are performed by small teams of specialists within short time frames characterized by intensive activity. That includes working intimately with subconsultants, including Climate Resolve, Iteris, HIP Investors, and Virtual Planet Technologies, such that they act as an extension of Rincon's overall team with seamless integration.

Scope of Work

This scope of work is designed to be completed in two phases, as requested in the RFP.

Phase 1

Rincon understands that Phase 1 of the CARP is funded through a grant provided by the Southern California Gas Company (SoCalGas) and the work must be 85 percent complete by December 31, 2023.² Based on the scope of work, we anticipate that the tasks in Phase 1 could be completed in six months.

Task 1 Kick-off Meeting

Rincon will work with City staff to organize a virtual kick-off meeting with the City's Project Team to discuss project goals and objectives. The kick-off meeting will provide an opportunity to refine the scope of work and proposed schedule. This meeting will also serve to establish project management procedures, including invoicing terms and communication protocols. Following the kick-off meeting, the Rincon Team will provide an adjusted schedule, if necessary.

Assumptions

- Rincon will host a (one-hour) virtual kick-off meeting.
- Rincon's Project Manager and Assistant Project Manager will attend the meeting.

Deliverables

- Kick-off Meeting Agenda and Meeting Summary

² <https://www.socalgas.com/sustainability/sustainability-at-socalgas/climate-grant>

Task 2 Greenhouse Gas Emissions Inventory

This task includes collecting data and calculating a current community and municipal emission inventory.

Task 2.1 2015 Los Angeles County Inventory Protocols Review Memorandum

As part of the process to develop this proposed scope of work, Rincon completed a preliminary peer review on the inventory completed for the City of San Fernando as part of the Los Angeles County GHG Emissions inventory.³ Based on the Rincon Team's preliminary, it appears that the previous inventory may include sources that do not align with the protocols recommended by agencies such as Local Governments for Sustainability (ICLEI), including stationary source emissions from facilities that are regulated by California Air Resources Board (CARB) per the Mandatory Reporting Regulation (MRR). Likewise, the emissions inventory does not include emissions from transmission and distribution (T&D) losses associated with electricity. Therefore, Rincon proposes to complete a more robust review of the current inventory and prepare a brief memorandum comparing the existing methodology used in the 2015 emissions inventory with the ICLEI protocols. Rincon will then update the emissions inventory by removing stationary source emissions and calculating the emissions from T&D losses and include a table in the memorandum summarizing an updated baseline emissions inventory. Updating the emissions inventory would provide an opportunity for the City to compare emissions trends between years.

Assumptions

- Based on our preliminary review of the previous emissions inventory, stationary emissions should be removed, and T&D calculations need to be included to ensure a consistent inventory between the baseline emissions and the current/future emissions levels.
- All applicable data from previous inventories is available in the LA County GHG Emissions Inventory Methodology and Summary document or will be provided to Rincon by the City, if necessary.

Deliverables

- 2015 LA County Inventory Protocols Review Memo (Word and PDF)

Task 2.2 Data Collection and GHG Current Emissions Inventory

Task 2.2.1 Data Collection

In our experience, the data collection process can take the greatest amount of time because data comes from multiple sources. Therefore, to streamline the data collection process and reduce any delays, Rincon has established specific data request documents and tracking mechanisms. For the community and municipal inventory, it is anticipated that the primary data sources would include Southern California Edison (electricity) and SoCalGas (natural gas) for energy usage and the City of San Fernando Water Division for water data. Community waste data would be retrieved by Rincon from CalRecycle. Iteris will provide community traffic data, specifically on-road transportation-related community vehicle miles traveled (VMT) based on the Southern California Association of Governments (SCAG) model. Iteris will interpolate/extrapolate VMT using the SCAG model, which will be used in combination with the appropriate emissions factors to calculate GHG emissions from on road transportation. Iteris will use GIS analysis of the model's traffic analysis zones that contain any portion of the City to estimate the trips within the jurisdictional boundary of the City of San Fernando. Outputs will include daily VMT by vehicle type (as defined in the model). Iteris will disaggregate the VMT data to distinguish between trips located entirely within the City of San Fernando, trips with either an origin or destination outside the City, and pass-through trips. Trips

³ <https://data.lacounty.gov/Sustainability/LA-County-GHG-Inventory-2015-Total-and-by-City-/7vtc-z7h3>

with both an origin and a destination entirely within the City will be considered 100% attributable to the City's emissions. Trips with either an origin or a destination within the City (but not both) will be considered 50% attributable to the City's emissions. For the purposes of the municipal inventory, it is anticipated that waste, vehicle fleet, and employee commute data would be provided by Public Works.

Task 2.2.2 Current GHG Emissions Inventory

Emissions inventories provide important information about the municipal and community's existing emissions sources and can help the City identify which actions will be most effective at reducing local emissions. During this task, the Rincon team will calculate the current inventories of: (1) emissions associated with municipal operations, and (2) emissions associated with all activities taking place citywide. The GHG emissions inventories will establish a preferred year (anticipated to be 2021),⁴ depending on availability of necessary data, and utilize accounting protocols recommended by agencies such as ICLEI. Consistent with the ICLEI Local Government Operations Protocol (LGO Protocol), we assume that the municipal inventory will account for GHG emissions associated with the following:

- Electricity, natural gas, and other fuel usage for City buildings and facilities
- Fuel used in City fleet vehicles and equipment
- Municipal solid waste
- Water delivery and wastewater management
- Employee commute

Consistent with the Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (U.S. Community Protocol), the community wide GHG emissions inventory will account for GHG emissions resulting from

- Residential and non-residential energy usage (electricity and natural gas)
- VMT
- Off-road equipment
- Water usage
- Wastewater
- Solid waste

Rincon will attend a up to two, one-hour meetings with City staff to review and discuss the data collection process. As an optional task, Rincon will calculate emissions using Rincon's award-winning Climate Action Planning Dashboard, CAPDash, a proprietary tool that is compliant with the ICLEI U.S. Community Protocol for calculating GHG inventories and tracking implementation of GHG and climate-related policies. See Optional Task B for more information on CAPDash.

Assumptions

- Rincon will calculate a current (e.g., 2021) emissions inventory.
- The baseline emissions inventory year will be determined through consultation with the City based on available and reliable data.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

⁴ The data year will be dependent on the availability of both community and municipal data and will be identified with the City during the kick-off meeting (Task 1).

Deliverables

- Data request (PDF)
- Draft and Final GHG Emissions Inventory (Community and Municipal in Word and PDF format)
- Inventory Calculation Spreadsheet (Excel)

Task 3 Vulnerability Assessment

Task 3.1 Vulnerability Assessment Report

Rincon will complete a climate vulnerability assessment which will detail the anticipated climate impacts in San Fernando, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, worsening air quality, and more severe and frequent wildfires in the region. The climate vulnerability assessment will be prepared in accordance with California Government Code 65302(g) and SB 379, the latest (2020) California Adaptation Planning Guide, and the Southern California Adaptation Framework. Rincon will incorporate information already completed as part of the Rincon-led Safety Element update, and discuss in greater detail the potential for climate change to disproportionately impact

Work Already Completed as Part of the Safety Element Update

Rincon has already prepared a preliminary climate change vulnerability assessment as part of the ongoing Safety Element update. Section 7 of the Safety Element technical report identifies the projected climate conditions based on Cal-Adapt data. It also identifies vulnerable populations present in San Fernando. In addition, Rincon has already completed a review of environmental justice issues, including history of redlining, disproportionate exposure to pollution, substandard housing conditions, and inadequate tree cover. Because Rincon has completed the foundational work necessary for the climate change vulnerability assessment, we can dedicate the grant funds towards crafting a report that relies on visually engaging graphics which distill technical information into relatable concepts that can be understood by people of various educational backgrounds. This allows for a better use of the climate change vulnerability assessment during Phase 2 as an educational tool to solicit informed public input. Grant funds will also be used towards conducting asset manager interviews to identify specific challenges to prepare for climate change that are unique to San Fernando.

vulnerable population groups (e.g., older adults, children, individuals with asthma, low-income communities, groups exposed to higher rates of pollution), critical facilities and services, and natural and built features. The report will evaluate cascading impacts associated with potential power loss or disruption of other essential services during an extreme climate event. It will also evaluate the capacity for the community and City operations and services to adapt and effectively prepare for changing conditions associated with climate change. The report will focus on the impacts associated with extreme heat and worsening air quality as those are the climate conditions the San Fernando community is anticipated to be most at-risk for.

To ensure the information in the climate vulnerability assessment is accessible to a wider audience, Rincon will prepare a report that relies on infographics, maps, and illustrations to present future conditions in an easy-to-understand format that distills information in a relatable fashion.

Assumptions

- Rincon will respond to and address one set of consolidated comments on the Climate Vulnerability Assessment.
- Rincon will rely on publicly available data.

- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

Deliverables

- Draft and Final Climate Vulnerability Assessment (electronic in PDF and Microsoft Word format)

Task 3.2 City Staff and Asset Manager Interviews

Assessing vulnerability involves determining the sensitivity of assets, facilities, and populations to climate hazards and the ability to adapt and prepare for climate change. To understand past climate impacts and the ability for assets and populations to plan for and recover from climate-related events, Rincon will conduct interviews with asset and service managers and community stakeholders. Interviews with asset managers from local departments and agencies (e.g., San Fernando Public Works and Planning Department, San Fernando Water Production Division) will solicit information on existing and planned efforts to manage climate impacts for inclusion in the climate vulnerability assessment (Task 3.1). Interviews with community stakeholders will solicit information on the community's capacity to adapt and effectively prepare for climate change, also for inclusion in the climate vulnerability assessment (Task 3.1). The interviews will also help inform climate adaptation policies and programs to be developed for the CARP as part of Phase 2. Rincon will conduct up to three virtual meetings with staff, asset managers, and community stakeholders. These meetings will include a presentation from Rincon about the expected climate change hazards in San Fernando followed by questions related to historical impacts, existing and planned programs and policies to address climate change, and barriers that may prevent community members from adequately preparing for climate change.

Assumptions

- City will help to identify and convene the asset managers and community stakeholders for interviews.

Deliverables

- Up to three (3) virtual meetings with asset managers and community stakeholders
- Memorandum including a list of sensitive community assets and populations in San Fernando, departments and agencies and stakeholders to be interviewed, and interview questions
- Appendix to the Climate Change Vulnerability Assessment summarizing the findings of the asset manager and community stakeholder interviews

Task 4 City Council Meeting

One staff member from the Rincon Team will participate in one City Council meeting to review the results of the GHG emissions inventory and climate vulnerability assessment. Rincon will provide a draft and final PowerPoint presentation. Rincon will provide support to City staff to prepare a City Council resolution and staff report that synthesizes the key findings of Tasks 2 and 3.

Assumptions

- One Rincon staff member will attend and present at up to one City Council meeting.
- Attendance will be in-person.
- Consultant attendance at the City Council meeting will be up 2-hours in length

Deliverables

- Draft and Final PowerPoint City Council Presentations
- Attendance at one City Council meeting

Optional Task A Grant Research and Application

As an optional task, Rincon can identify grant opportunities to provide funding to complete the CARP. Specifically, the Rincon team will prepare a Funding Strategy Memorandum which identifies eligible projects and programs, funding amounts, and notice of funding availability schedules for a variety of state, regional and local funding sources. This task also includes preparation of one grant application with support from City Staff. In total, Rincon has budgeted 52 hours for this task, assuming 18 hours would be spent on research and 34 hours would be spent on any grant application support. Any additional time would be billed on a time and materials basis, in accordance with our standard fee schedule (see Appendix B).

Assumptions

- Rincon has budgeted a total of 52 hours of staff time to research available grants to complete Phase 2 of this scope of work and support the City complete the grant writing services in support of the grant application
- If additional grant research or writing services are necessary, that time would be billed on a time and materials basis, in accordance with our standard fee schedule (attached).

Deliverables

- Funding Strategy Memorandum
- Grant writing support for one CARP grant application

Phase 2

Phase 2 will build from the work completed as part of Phase 1 and includes development of an emissions forecast and GHG emissions reduction targets, community outreach and engagement, development of GHG emissions reductions and climate adaptation and resilience measures, development of a draft and final CARP, and preparation of a California Environmental Quality Act (CEQA) document.

Task 5 Forecasting and Target Setting**Task 5.1 Forecasting**

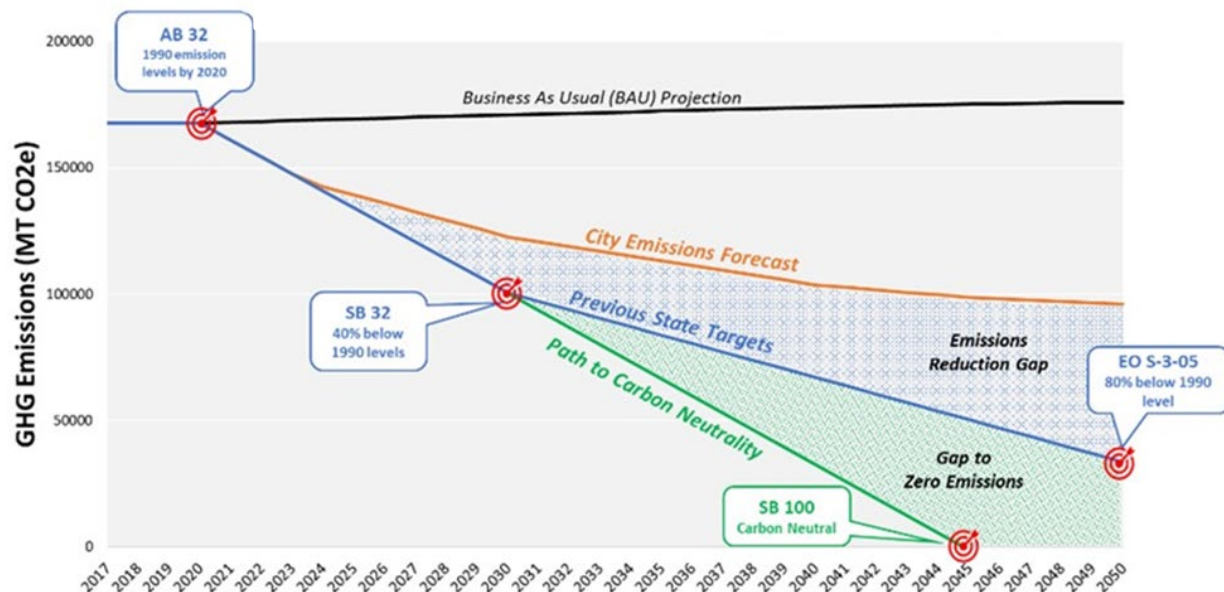
To understand how GHG emissions in the City will likely change over time and identify the GHG reduction gap the city will be responsible for, Rincon will develop two GHG forecasts, a business as usual (BAU) forecast and adjusted legislative reduction forecast. The business-as-usual forecast will be based on existing conditions plus projected growth consistent with the General Plan Update's population and employment forecasts, and not account for future regulatory changes affecting GHG emissions. Following calculation of the BAU forecasts, the Rincon Team will also calculate an adjusted forecast, which will take into account foreseeable regulatory changes (e.g., Low Carbon Fuel Standard, Pavley Clean Car Standards, SB 100 renewables portfolio standard, Title 24). This will provide a more accurate picture of future emissions growth and the quantity of GHG emissions that the City would be responsible for reducing to meet GHG reduction targets. The adjusted and BAU forecast model will be used to conduct a gap analysis after targets are set. The forecasts will allow Rincon to determine the GHG reductions required for the City to meet their goals for 2030, 2035, 2040, and 2045.

The Rincon team will also provide a forecast of future emissions showing the reductions achieved through full implementation of the CARP measures identified in Task 7 by 2030, 2035, 2040, and 2045. State guidance indicates that cities should develop CARP measures to achieve 2030 targets consistent with the state's Senate Bill (SB) 32 target. The CARP will also demonstrate incremental progress towards reaching the state's Executive Order (EO) B-55-18 long-term goal of carbon neutrality by 2045 by presenting evidence-based actions the City can take towards eventually attaining this target. However, it will also illustrate that reaching carbon neutrality will require significant additional effort and support from the state and federal governments and may require technologies that are not yet available, which is consistent with the recommendations from the Association of Environmental in the *Final White Paper Beyond 2020 and Newhall: A Field Guide to New CEQA Greenhouse Gas Thresholds and Climate Action Plan Targets for California, October 18, 2016*.

Task 5.2 Provisional Target Setting

For purposes of using the CARP as a CEQA streamlining tool, we recommend that the year 2030 target is, at a minimum, consistent with SB 32 GHG emission targets. Providing context for the City to meet the targets beyond 2030 is also important and will be informed by the outcome of the "adjusted forecast" and quantification of feasible GHG-reduction measures (Task 5.1). Rincon proposes to include targets associated with EO B-55-18 (carbon neutral by 2045) during the preliminary target analysis as the state is currently developing the 2022 Climate Change Scoping Plan to establish a pathway for the state to reach carbon neutrality by 2045. Figure 1 shows the gap that the City could close if the CAP relies on the reduction goals EO B-55-18, instead of EO B-30-15. As part of this task, Rincon will host a virtual team meeting with key members of the City staff to review and discuss the preliminary emission reduction targets. The targets identified should remain provisional until the quantification and analysis of potential GHG reduction measures has been completed. The targets may need to be adjusted based on the reductions that can realistically be achieved from feasible GHG reduction measures that will be identified during the measure development process. Rincon will provide the City with a combined draft forecast and target memorandum for review and will make revisions upon receipt of one consolidated set of comments.

The Rincon Team recognizes that the Request for Proposals (RFP) references a target in line with EO B-30-15 as well as the target that aligns with SB 32. However, we believe that is important to future-proof the CARP by considering the implications of EO B-55-18, which was signed by the Governor in 2018, and expanded upon with EO B-30-15 by creating a statewide GHG goal of carbon neutrality by 2045.

Figure 1 GHG Emissions Scenarios for Typical California City

Assumptions

- Population based growth factors will be in alignment with the General Plan Housing Element update that is scheduled for adoption in 2022.
- Employment based growth factors will be based on the most recently adopted SCAG Demographics and Growth Forecast.
- Rincon anticipates that the City's Project Manager will be responsible for working with City departments to retrieve the data requested in order to complete the inventory.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- Rincon anticipates that the targets will be consistent with current State recommendations, including SB 32 and Executive Order B-55-18.
- Rincon has budgeted for receipt of one set of consolidated comments on the Targets Memo. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

Deliverables

- Draft and final forecast and reduction targets memorandum (Word and PDF).

Task 6 Community Outreach and Engagement

Task 6.1 Community Outreach and Engagement Plan

Climate Resolve will create an equity-focused Community Outreach and Engagement Plan. In addition to engaging community leaders and organizations who are specifically interested in climate change, resilience, and similar issues, Climate Resolve will also seek to engage a broad swath of stakeholders; these may include seniors, students, religious organizations, and others who may be traditionally left out of climate

change discussions. Climate Resolve has existing community connections in the San Fernando Valley and will leverage these to deeply engage the community and produce recommendations for the CARP that truly reflect community priorities. The Community Outreach and Engagement Plan will be informed by the input received during the first meeting with the Advisory Group described in Task 6.4 below.

The Community Outreach and Engagement Plan will include a set of equity principles to ensure representation across a wide range of stakeholders, especially those who are most marginalized in the community. Several engagement methods will be included in the Community Engagement Plan, as presented in more detail below in Tasks 6.2 – 6.5. These will include community workshops and pop-up events, online community surveys, convening an advisory group, and City Council and Planning Commission hearings. The Community Outreach and Engagement Plan will clearly identify consultant and City roles for all related engagement and notification activities and the project timeline.

In addition to this targeted outreach plan, Climate Resolve will share social media posts and include outreach and survey requests in its newsletter. This will reach more than 25,000 people, in addition to the City's social media reach. These communications and the engagement plan will also drive community members to the three meetings described in Task 6.3 and the online survey described in Task 6.2, with the goal of encouraging deep community engagement.

The budget for this task assumes a mini-grant of \$10,000 to be directed towards a community-based organization of the City's choosing to assist with engaging hard-to-reach population groups.

Assumptions

- A mini-grant of \$10,000 will be provided by Rincon to a community group to support with outreach and engagement.
- Climate Resolve has budgeted for receipt of one set of consolidated comments on the Outreach and Engagement Plan.

Deliverables

- Draft Outreach and Engagement (Word)
- Final Outreach and Engagement Plan (Word and PDF)

Task 6.2 Survey

In addition to the deep, targeted engagement of community meetings, Rincon will develop a survey (using SurveyMonkey or similar application) to further determine community priorities on climate action and resilience. Both Spanish and English versions will be provided. The survey will also examine barriers to participation and access, as well as demographic information from the respondents. Climate Resolve will send out this survey via social media and Climate Resolve's newsletter described above, as well as provide electronic tablets at in-person events to facilitate participation in the survey. Up to 15 questions are anticipated to be developed for the survey, and, following its closing, an accompanying summary report will be created with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results. Survey takers will be entered to win a raffle and will receive a free pre-loaded metro TAP card to promote the use of public transport and reduce pollution locally.

Assumptions

- City will host the survey link on their website
- Climate Resolve will translate the survey into Spanish

Deliverables

- Draft Survey Questionnaire in English and Spanish
- Hosting Survey as on Online Tool
- Survey summary report
- Pre-loaded Metro TAP card

Task 6.3 Community Meetings

Climate Resolve will host and facilitate up to three community meetings in-person. The community events can be a combination of pop-up events at existing community events and community workshops. All workshops will follow proper COVID-19 safety protocols including wearing masks in indoor areas and maintaining proper distancing whenever possible. Climate Resolve staff will provide masks and hand sanitizer at each workshop. Additionally, Climate Resolve will provide food and drinks for any stakeholders participating in the workshop. Climate Resolve will also raffle some gift cards as a thank you for the work and participation of local residents and stakeholders. All meetings will have Spanish-English translation available, and all distributed materials will be bilingual as well. The format of community engagement will be further informed by community feedback and recommendations from the Advisory Group.

All community engagement, and specifically the meetings, will be documented by Climate Resolve. The findings will be included in the final CAAP, as well as reported to the City as the project progresses. Climate Resolve will prepare a flyer and social media content for each community event for the City to distribute via their communication channels.

Assumptions

- Up to three meetings will be hosted by Climate Resolve in person, as pop-up events at existing community meetings or as community workshops.
- The City will secure the pop-up booths, coordinating directly with the venue and community organizers, and paying applicable fees. The City will promote and raise awareness of the community meetings in coordination with Climate Resolve and the community outreach partner.
- Up to 1 Rincon staff member and 3 Climate Resolve staff members will be in attendance at each event.
- Climate Resolve will translate community event materials into Spanish
- Rincon will print up to 6 large posters for the community events
- City staff will be in attendance to answer questions from the community

Deliverables

- Draft and final flyer for each community event (total of three)
- Social media content for City to post on their social media platforms
- Rincon and Climate Resolve attendance at up to three in-person community meetings
- Pop-up booth materials for up to three community events, in English and Spanish
- Food and drinks for community workshops
- Gift cards for raffles at each community event
- Summary of community engagement events

Task 6.4 Advisory Group Meetings

Climate Resolve will work with the City to identify 5-8 community members to serve on an Advisory Group. These individuals will have deep community connections and will help the project team design its engagement strategies. The Advisory Group will also ground truth the CARP measures letting the team know whether ideas are feasible and actionable, and inform the development of the equity guardrails which will be

used to evaluate and refine the measures (see Task 7.1 and 7.2 for more information). The project team will rely on the Advisory Group to ensure the process and final CARP reflect the priorities of the communities living in the City of San Fernando. Climate Resolve will host and lead the facilitation of up to three virtual meetings with the Advisory Group.

Assumptions

- Advisory group meetings will be held virtually
- Up to 3 Climate Resolve staff will be in attendance to host and facilitate the meetings
- The City will manage the membership solicitation process for convening the Advisory Group
- The City will handle meeting scheduling logistics
- The City will be in attendance to answer questions from the Advisory Group

Deliverables

- Climate Resolve attendance at up to three advisory group meetings
- Draft and final agendas for each advisory meeting
- Meeting summaries

Task 6.5 Public Hearings

Two staff members from Rincon will participate in two Planning Commission meetings and two City Council meetings to present the GHG reduction measures, adaptation and resilience measures, and the CARP for adoption. Rincon will provide a draft and final PowerPoint presentation for each meeting. Rincon will provide support to City staff to prepare a staff report for each meeting that presents the key aspects of the CAAP. Rincon will also support City staff in preparing a City Council resolution to adopt the CAAP.

Assumptions

- Attendance will be in-person
- Consultant attendance at each Planning Commission and City Council meeting will be up 2-hours in length

Deliverables

- Draft and final PowerPoint presentations for up to four meetings.
- Two Rincon staff members will attend and present at up to four meetings.

Task 7 Develop Policies and Strategies to Achieve the Reduction Targets and Increase Adaptive Capacity

The Rincon Team recognizes that there is a clear intersection between mitigating the impacts of climate change while simultaneously making our communities healthier, more resilient, and economically secure. Therefore, we have established a subset of tasks for this portion of the scope that will include establishing GHG emissions reduction strategies (Task 7.1) that actively aim to reduce emissions within the City as well as climate adaptation strategies (Task 7.2) that aim to increase resilience to the anticipated impacts of climate change hazards. By applying the equity guardrails derived during the community engagement process (Task 6.3), environmental justice and social equity considerations are integrated into the design and implementation approaches for the emission reduction and adaptation measures to begin to address underlying historic and current inequities, avoid impacting under resourced communities with the implementation of CARP measures, and equitably distributing the benefits of mitigation and adaptation measures. Additionally, Task 7 includes a review and analysis of funding opportunities for the identified

strategies (Task 7.3), which will provide a pathway for the City to implement the strategies and achieve the City's established targets without burdening low-income households.

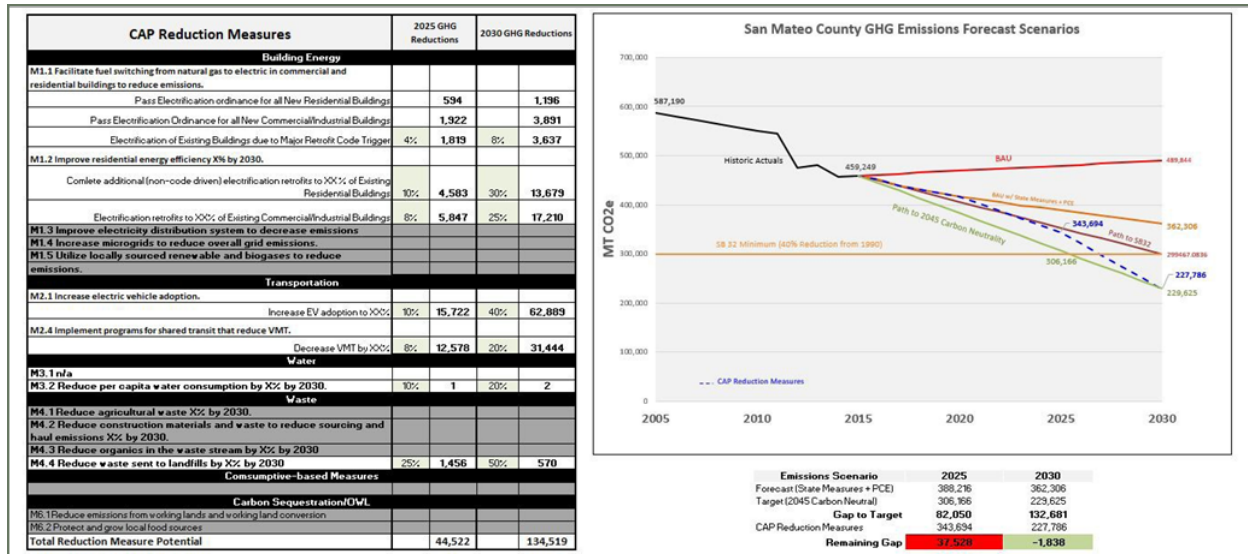
Task 7.1 GHG Emissions Strategies

Rincon has a broad range of expertise in GHG program, policy, and project development in the fields of carbon free electricity, building electrification, transportation decarbonization, zero waste, sequestration (including current knowledge of research and applied potentials of working lands management and urban forestry), and carbon neutral organizations. For this task, Rincon will develop specific actions that will allow the City to reach the established targets under Task 6. To support this process, Rincon has developed a suite of tools designed to increase efficiency and transparency in the climate action planning process while reducing costs to the client. These tools are customizable, allowing for communities to develop and implement GHG reduction measures that best fit their needs.

The Rincon Team recognizes the importance of understanding the work that has already been done and proposes to use existing plans and initiatives as a foundation for future actions. Therefore, as a first step of this task, Rincon will leverage our proprietary Measure Analysis and Success Tracking (MAST) Tool to complete an analysis of GHG reduction measures/actions which are included in plans, policies, and programs. MAST allows Rincon to evaluate the quality and progress of measures or actions included in sustainability-related planning documents in an intuitive interface. From this refined foundation of action items, we will assess any policy or program gaps and identify additional opportunities for emission reductions. Rincon will then provide a newly established core suite of draft measures that are tied to the City's GHG emissions inventory and forecast and past progress. Examples of additional measures include:

- Electrify 10% of vehicles by 2030 and 20% by 2045
- Divert 15% of organic waste by from the landfill by 2030 and 30% by 2045
- Electrify 15% of existing buildings by 2030 and 100% by 2045

After reviewing and editing the measures based on coordination with internal city departments, and other stakeholder and community feedback, we will refine the draft emission reduction measures list to include the new suite of measures as well as previous strategies that are currently in progress. To further assess emissions reduction measures and different approaches to reach carbon neutrality (aggressive, moderate, and conservative), Rincon will employ its Scenario Planning and Reductions Quantification (SPARQ) Tool, which makes the measure quantification process more transparent. Rincon has developed and uses the SPARQ tool for all of our climate planning documents to help clients visualize their emission forecasts and quantify reduction actions and associated costs. The dashboard feature allows the City to change target metrics for each measure to see how these changes will affect community emissions based on various target trajectories over time. This tool provides a unique measure evaluation by graphically detailing information from the GHG inventory, emission reduction potential, and emissions targets to illustrate the long-term reductions associated with various measures. Using this tool has allowed Rincon and our current climate action plan clients to iteratively model various measures and reduction scenarios to confirm that reduction scenarios meet GHG targets in the most effective manner (see Figure 2). As part of this task and Task 7.2, Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures.

Figure 2 SPARQ Tool – Reduction Scenarios

Rincon will calculate the emission reduction potential for applicable proposed measures and will identify potential funding sources for a subset of measures (see Task 6.3 for more information). The Rincon Team will develop an implementation strategy that identifies priority measures. This will include assigning specific time periods for implementation of each action, with a focus on the near-term actions that can be taken by 2030 to put the CARP on the trajectory to meet California's goals. Additionally, Rincon will identify the responsible parties for implementing each action, which provides a sense of direction and ownership over the various CARP components. As part of this task, the Rincon Team will also highlight which actions will be implemented by development projects. We assume that City feedback on the provisional draft measures will be provided in a consolidated set of comments. The Rincon Team will integrate the comments and edits as appropriate based on discussions with City staff and summarize final draft measures in a list that will be incorporated into the Draft CARP in a visually compelling manner (Task 8).

The CARP will need to be based on substantial evidence to withstand any scrutiny by stakeholders. The key to defensibility is our robust and user-friendly technical appendix that includes assumptions, references, and substantial evidence supporting the GHG reduction identified for each measure and will serve as the legal foundation for the document. Additionally, the technical appendix can be used as a methodology guidance document for future planning and tracking so that City staff can maintain consistency across documents, including future iterations of the CARP. The technical appendix will include revisions in response to one round of consolidated City Department edits.

Rincon recognizes that high-quality climate action planning is built on six essential pillars that result in implementable and effective GHG emission reduction strategies and establish the cornerstone of high-quality GHG emission reduction plans. These six essential components include:

1. Produces measurable GHG emissions reductions
2. Supports information gathering for improved measure implementation (e.g., feasibility studies, pilot programs, etc.)
3. Protects against equity impacts (as defined by the equity guardrails)
4. Provides community education, outreach, and leadership to ensure the community has the information it needs for participation in CARP implementation
5. Identifies partnership opportunities for cost and resource sharing with local businesses, community groups, and institutions
6. Incorporate accountability through tracking and resource allocation commitments

Specifically, for the equity analysis, Rincon has developed a mechanism to integrate equity considerations more fully into the CARP and the actions themselves. Working with the Advisory Group and feedback from community stakeholders, Rincon will collaborate with the City to develop a suite of Equity Guardrails that must be passed by each measure and its associated actions. These guardrails help ensure that the measures and actions avoid undue burdens on San Fernando's most vulnerable populations. While we recommend creating a unique set of guardrails specific to the City through feedback from stakeholders, guardrails used in other jurisdictions include:

- Equitable access to economic benefits
- Equitable access to health and safety benefits
- Maximum ease of implementation
- Promotion of housing affordability and anti-displacement

Each measure should pass the equity guardrail analysis. When a measure does not pass, new actions will be developed to mitigate potential impacts (such as a low-income financing program) or the measure is considered for removal. These measures then can lay the foundation for transformational change and are essential to creating measures and actions that will engage the community and fulfill the emissions reductions goals laid out in the CARP. The Rincon Team will structure the CARP in a way that builds on this foundation and the overall benefits will be equitably distributed so the CARP is responsive to the needs of community members.

Task 7.2 Climate Adaptation and Resilience Strategies

The Rincon team will develop adaptation measures that contribute to increasing resilience to climate change in San Fernando. The measures will build from the goals, policies, and programs included in the updated Safety Element to ensure consistency and alignment with the General Plan. Adaptation measures will address both community-based adaptation and adaptation strategies that are focused on municipal government implementation and operations. The intent of the measures will be to address the key vulnerabilities identified in the climate vulnerability assessment prepared during Phase 1, including populations, essential services, and natural and built assets at risk from near-term or mid-term climate change impacts and that lack existing adopted policies or established programs. Climate Resolve will support the development of the adaptation strategies. Climate Resolve has extensive experience in resilience strategies, from advising on the Long Beach CAAP to managing processes for the LA County Climate Vulnerability Assessment to creating a first-of-its-kind resilience hub in Boyle Heights. We will combine this experience with community feedback gathered from the outreach efforts under Task 6 to provide recommendations that are both community- and equity-driven as well as effective against climate threats. Climate Resolve works heavily with disadvantaged communities. We will provide low- and no-cost methods for community members to adapt to climate change impacts, ensuring the City of San Fernando's CARP will be actionable and practical at every level.

For each adaptation measure, the following information will be included: tracking metric, timeframe, implementation lead, relative costs, asset, or population as identified in the climate vulnerability assessment, and climate hazard. Similar to the six essential pillars for GHG emission reduction strategies, resilience strategies are most effective when applying the following criteria in shaping and prioritizing measures:

1. Measurable increase in resilience
2. Adaptive management
3. Structural change
4. Availability to funding and financing
5. Meaningful and continuous engagement
6. Collaborative partnerships
7. Equitable outcomes

The equity guardrails will be applied to the adaptation measures like the process described above under Task 7.2 to avoid any unintended impacts to communities in San Fernando.

The adaptation measures along with the GHG reduction measures prepared under Task 7.1 will be provided to the City for review. A final measures list will be prepared for inclusion in the Draft CARP (Task 8).

Task 7.3 Identify Funding for Implementation Measures

Rincon's clients have repeatedly identified a lack of funding as a key hurdle to implementing emissions reduction and adaptation measures. To help solve this problem, Rincon has teamed with HIP Investor who will leverage their experience with cutting edge funding and financing vehicles including public private partnerships, energy savings contracts, private investments, public loan programs, non-predatory on bill financing, incentive programs targeting disadvantaged communities, and more. Rincon will quantify the anticipated costs for each measure and HIP Investor will provide potential funding sources for the recommended measures. The results of this funding analysis will be summarized in a matrix provided by HIP and incorporated into the draft and final CARP by Rincon. The resulting funding and financing matrix is valuable as both an external communication tool, as well as an internal road map to implementation.

Assumptions

- Rincon will establish approximate implementation costs and HIP will identify potential funding sources for the proposed measures.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions, including updates to the measures throughout the draft and final CARP development process, will be completed on a time and materials basis in accordance with our standard fee schedule (attached).
- As part of this task, Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft measures.

Deliverables

- Draft and Final Recommended Emission Reduction and Adaptation Measures Memorandum (Word and PDF)
- Substantial Evidence Technical Appendix to the CARP (Word and PDF)
- SPARQ and MAST Tools (Excel)
- Rincon will host two virtual (one-hour) meetings with City staff departments to discuss the draft mitigation and adaptation measures

Task 8 Draft and Final Climate Action and Resilience Plan

This task includes the completion of a draft and final CARP including the incorporation of community and stakeholder feedback gleaned as part of Task 6.

Task 8.1 Draft CARP

The CARP will be informed by the GHG emissions inventory, vulnerability assessment, emissions forecast, and reduction targets completed as part of Tasks 2, 3 and 5. The CARP will provide a creative and innovative roadmap for the City to achieve emission reductions and will include both near-term and long-term GHG emissions reduction and adaptation/resilience measures (Task 7) as well as the departments and community partners who will generally be responsible for implementing them. The CARP will set key performance indicators (KPI) that will help define a successful implementation of the CARP strategy as well as measure progress over time. Upon completion of the first draft, the document will be provided to City staff for review. The City will provide feedback and edits in one consolidated set of comments and the Rincon Team will draft a Public Review Draft that reflects edits in response to City comments. Additionally, Rincon will draft a staff report to be submitted with the Public Review Draft. The Public Review Draft will be presented at the Planning Commission and City Council and released to the community for a proposed thirty-day comment period. The CARP will be prepared using Microsoft Word, following the same format used in recent General Plan Element updates, such as the City's Safety and Housing Elements.

Task 8.2 Final CARP

Following the public review and comment period, as well as the public hearing, the Rincon Team will coordinate with City staff to incorporate relevant input into the Final Draft CARP that will be presented to the Planning Commission and City Council for final adoption. We anticipate and have budgeted for receipt of up to ten substantive public comment letters and emails. Any additional comments will be addressed on a time and materials basis in accordance with our standard fee schedule (attached). Rincon will provide an electronic copy of the document; hardcopy documents has not been included as part of this scope.

Assumptions

- Response to comment of up to ten substantive public comment letters and emails.
- All comments on the Draft CARP will be provided to Rincon in one consolidated set.
- No hard copies will be provided.

Deliverables

- Draft and Final CARP in Word and PDF formats
- Draft staff report

Task 9 CARP CEQA Assessment

Task 9.1 Prepare CEQA Documentation

An Initial Study-Negative Declaration (IS-ND) is typically a sufficient programmatic CEQA documentation for a CARP due to the generally beneficial environmental impacts associated with the plan. In our experience, it is rare that a more in depth CEQA document is required for a CARP. However, if it is determined that the CARP implementation measures or actions may result in potentially significant environmental impacts, a programmatic Environmental Impact Report (EIR) may be required and can be prepared as part of this optional task in lieu of the CARP IS-ND for a different cost.

- **CEQA AB 52 Letters.** Rincon will request the latest relevant Native American tribes list from the California Native American Heritage Commission (NAHC). Upon receipt of the tribes list from NAHC and

internal approval of the CARP measures and actions list by the City, Rincon will prepare the AB 52 correspondence letters for the City to print on its letterhead and mail to the tribes.

- **Administrative Draft IS-ND.** Rincon will prepare a CEQA project description for City review and edit. Upon receipt of the City's review edits on the CEQA project description, Rincon will prepare the CAP Administrative Draft IS-ND analysis related to all CEQA Guidelines Appendix G topics.
- **Draft IS-ND + NOI-NOC.** Upon receipt of one set of consolidated vetted comments on the Administrative Draft IS-ND from the City, Rincon will address comments and prepare and submit tracked and clean versions of the public Draft IS-ND to the City. In addition, Rincon will prepare the Notice of Completion (NOC) and Notice of Intent (NOI) to adopt an IS-ND. It is assumed that the City will e-file the NOI and NOC forms with the State Clearinghouse and file the NOI form with the County Clerk. If desired, the City will also coordinate and pay for local newspaper notification of the Draft IS-ND.
- **Final IS-ND.** Rincon will prepare the final ND form and finalize the IS-ND document, including preparation of responses to public comments received on the Draft IS-ND.

Task 9.2 CEQA GHG Checklist

To assist with CEQA tiering for future plans and projects, Rincon can work with the City to prepare a methodology to streamline CEQA GHG emissions analysis for future City projects. In early 2018, Rincon generated a CARP Consistency Checklist for the City of Pasadena, one of the first Climate Action Plans in the state to include a SB 32 consistency checklist for development projects. By having a CEQA GHG Checklist for use by City planning staff and applicants, future City plans and projects can tier from the CARP programmatic CEQA document for purposes of streamlining future CEQA GHG analyses and demonstrating consistency with state GHG reduction goals per the 2017 CARB Climate Change Scoping Plan. Without such a checklist for a tool, it can be difficult for future plans and projects to navigate the CEQA process under SB 32.

Assumptions

- Rincon will prepare the AB 52 letters and the City will send them.
- If it is determined that the CARP implementation measures or actions may result in potentially significant environmental impacts, a programmatic EIR may be required and can be prepared as part of in lieu of the CAP IS-ND for a different cost.
- Rincon will prepare the NOI and NOC forms to adopt an IS-ND form.
- The City will e-file the NOI and NOC forms with the State Clearinghouse and file the NOI form with the County Clerk.
- If desired, the City will also coordinate and pay for local newspaper notification of the Draft IS-ND.

Deliverables

- AB 52 Letters (electronic)
- Administrative Draft IS-ND (electronic)
- Draft IS-ND (electronic)
- NOI-NOC forms (electronic)
- Final IS-ND (electronic)
- NOD form (electronic)
- Draft City CEQA GHG Checklist for future projects' use (electronic)
- Final City CEQA GHG Checklist for future projects' use (electronic)

Task 10 Project Management

In every project Rincon initiates, we endeavor to provide our client with a high-quality product that exceeds expectations, meets identified schedules, and aligns with all applicable professional standards. This task includes completion of kick-off meetings and regular project check-in meetings, as well as Rincon's proposed approach to quality control, communication, and project status reports.

Task 10.1 Project Check-in Meetings

We believe that effective communication and project management is an integral part of a project's success. Rincon's Project Manager, Reema Shakra, will be responsible for coordinating communication with the City's Project Manager, which would include hosting monthly project check-in meetings throughout Phase 2 of the project. We will work closely with the City for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner. Rincon may utilize an online collaborative tool (such as Mural) to help guide the team through brainstorming sessions and to collect each team member's ideas for the project. We have found these tools to be effective for discussions around timelines, scopes, gathering multiple ideas, and framing discussions because it allows for real-time input in a setting that is more comfortable for everyone to voice their opinion, especially in a virtual setting. So far, we have used the mural tool for kick-off meetings, check-in meetings, stakeholder workshops, and education sessions.

Task 10.2 Project Management

Rincon takes pride in producing quality work and achieving an exceptional level of client satisfaction. To achieve this, Rincon employs standard project management and quality control methods that include: written project assignments, monthly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, technical editing of all documents, and principal review of all major deliverables. The Project Manager is responsible for the overall quality of the work effort and maintaining the schedule. Once the work product has been completed by a team member it undergoes peer review by the Project Manager. After corrections, the Principal-in-Charge reviews the final product for quality control before it is provided to our technical editing team for editorial review, and then our administrative staff for publication. As part of the review, documents are checked against the prior established expectations and requirements of the work scope. Documents are also checked for specific formatting and other requirements using a formal Quality Assurance/Quality Control (QA/QC) checklist by the Publishing staff to ensure that the final delivered product meets San Fernando's expectations. All documents would be safely stored on Rincon's secure servers within a coordinated project folder. Additionally, as part of this task, Rincon will provide monthly status updates with invoices, following the requirements outlined in the contract, to the City summarizing the work completed over the previous month. This summary will include a brief explanation of the specific tasks that were executed as well as a summary of the hours spent on the project.

Assumptions

- 16-month project timeline for Phase 2
- Regular attendance is limited to the Rincon Assistant Project Manager

Deliverables

- Monthly (1-hour) virtual meetings throughout Phase 2 of the project
- Monthly status updates and invoices

Optional Task B Implementation and Monitoring

A key to CARP defensibility over time is to prove implementation of the CARP measures and show progress with GHG reduction and resilience to climate change. Therefore, as an optional task, to facilitate implementation and monitoring of the CARP and to minimize future City staff resources needed for monitoring and reporting, Rincon has developed a user-friendly cloud based GHG Inventory and Monitoring and Reporting Tool. Rincon's fully automated web application, CAPDash, serves three purposes.

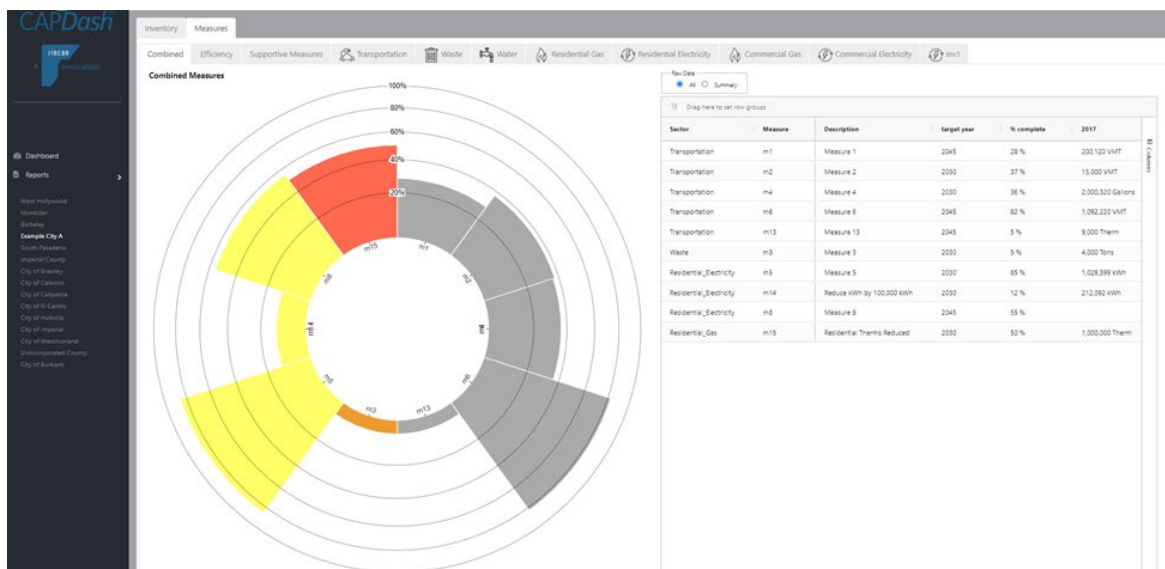
1. The first is to generate a transparent GHG inventory (Task 2) which can be updated on an annual basis simply by uploading activity data. This will allow the City to actively track its progress towards its GHG reduction targets.
2. The second major function of CAPDash is to track the implementation of CARP measures over time. We can upload final CARP measures into the tool and allow the City to track activity data (kW of solar installed, etc.) for each measure and monitor progress over time.
3. Finally, the tool acts as an automatically updating dashboard which can display data both internally by easily generating reports for staff, but also to the public through a web-based dashboard.



CAPDash will allow the City to evaluate progress towards its CARP goals in real time and provides the implementation transparency to optimize CEQA streamlining under CEQA guidelines Section 15183.5. Designing a comprehensive, yet succinct Implementation Plan will provide the City with a tracking mechanism that can be used overtime as progress is made on individual measures and be updated in future iterations of the CARP, as necessary, to ensure that the City reaches its long-term goals.

The CAPDash tool (Figure 3) minimizes the burden of monitoring and reporting and enables City staff to more effectively utilize limited resources to implement CARP policies. The Rincon Team will hold one virtual staff training on how to use the CAPDash to effectively monitor CARP implementation and progress over time. This training will focus on reviewing the implementation and monitoring tables of the CARP, confirming department leads, and clarifying roles and responsibilities for measures and actions that overlap multiple departments. The training will also include a tutorial on CAPDash, which will be used to track and report emission data.

Figure 3 CAPDash Dashboard



Please Note: We recommend using the CAPDash Tool, however, we recognize that City staff might prefer a different publicly available monitoring or reporting system. We are committed to working with the City staff to identify the best option, if this option is selected.

Example CAPDash Link: <https://cap.rinconconsultants.com/SouthPasadena>

Assumptions

- Rincon will populate CAPDash with all activity data from the baseline inventory completed as part of Task 2.
- Rincon will provide one virtual CAPDash training (up to two hours).

Deliverables

- Attendance by up to two Rincon Team Members at the virtual CAPDash training
- CAPDash User Guide
- CAPDash tool

Optional Task C Virtual Reality Community Engagement Tool

Emerging research is showing that virtual reality experiences can promote prosocial behavior change, and increase knowledge and preparation for natural disasters.^{5,6} A recent study showed that subjects who experienced flooding in 3D declared a higher intent to purchase flood insurance and to evacuate from at-risk areas when compared with videos or slides [2]. The idea behind this is that people who have lived experiences are more aware and are more likely to understand the interactions of the planet holistically and take action. Another recent study proposed that the use of compelling images such as animated maps in conjunction with effective textual frames can weaken science politicization, restoring the impact of textual frameworks.⁷ Therefore, as an optional task, Rincon has partnered with Virtual Planet Technologies LLC (Virtual Planet Technologies) to provide an urban heat virtual reality experience for the City of San Fernando, which, if selected, would be incorporated into Task 6, *Community Outreach and Engagement*. Through our work with the City of San Fernando on the Safety Element Update, it's clear that, while the community is interested and engaged, it has been difficult to provide a venue, time, and tools that the community can utilize to participate in the community engagement process and provide feedback in a meaningful way. Therefore, we have included this optional task to include state-of-the-art virtual reality tools that might attract and invite residents, who may otherwise not be reached, to participate in the planning process.

The scope of work for this task includes two options. The first option would be to produce a 360-degree film that is fully immersive, showing the City of San Fernando through the eyes of a resident that represents a locally relevant demographic group to tell the story of extreme heat through their own lived experiences. The video would include an aerial view of the City, followed by a 3D modeled ground view with cars, buses, and people walking by. This image would highlight the key issues that the City is facing that could be further impacted by climate change, such as housing, roadway access and usability, and extreme heat projections. The video could then include historical images of the area, which allows viewers to experience the past as a way to see what the future could look like. As we shift back to the current time, Virtual Planet Technologies would utilize colors and special effects to demonstrate the warming that would occur in the City, before

⁵ Calil, J.; Fauville, G.; Queiroz, A.C.M.; Leo, K.L.; Mann, A.G.N.; Wise-West, T.; Salvatore, P.; Bailenson, J.N. Using Virtual Reality in Sea Level Rise Planning and Community Engagement—An Overview. *Water* 2021, 13, 1142. <https://doi.org/10.3390/w13091142>

⁶ Shriram, K.; Oh, S.Y.; Bailenson, J. Virtual reality and prosocial behavior. *Soc. Signal Process.* **2017**, 304–316, doi:10.1017/9781316676202.022.

⁷ Zaalberg, R.; Midden, C.J.H. Living behind dikes: Mimicking flooding experiences. *Risk Anal.* **2013**, 33, 866–876, doi:10.1111/j.1539-6924.2012.01868.x.

transforming the model to show a greener future with adaptation and mitigation strategies (e.g., cool streets, increased tree canopy, EV charging stations, bicycle lanes) and end with a call to action.

As second option would be to also include custom 3D models and virtual reality headsets that provide an opportunity for the viewers to interact with the VR tool. A mobile application would also be created, in addition to the video. Both options would include English and Spanish narrations and closed captioning in both languages. The hours required, and associated cost, to complete the work outlined for these two options would vary depending on the level of detail that the City would like to include and would generally range from approximately \$28,750 - \$36,800 to produce a 3D film and up to \$46,000 to produce a 3D film, develop a mobile app, and provide three virtual reality headsets. Both pathways would also include attendance of up to three events by Virtual Planet Technologies leadership.

Optional Task D CEQA Thresholds

To further strengthen the defensibility of future CEQA GHG analyses that will tier from the CAP CEQA assessment document to be prepared under Task 9, we recommend the development of a City quantitative CEQA thresholds of significance for GHG emissions along with a guidance document for City staff for purposes of evaluating quantitative CEQA GHG analyses submitted by applicants. Such City quantitative CEQA GHG thresholds will be utilized when applicants are not able to meet all of the requirements in the CAP Consistency Checklist (i.e., CEQA GHG Checklist) to be prepared under Optional Task D.1.

The GHG efficiency threshold for project- or plan-based CEQA analysis will be based on a methodology that considers emissions against an efficiency-based service population threshold. The threshold assesses the GHG efficiency of a project or plan on a per capita basis or service person basis. This approach will rely on the City GHG reduction goals in the CARP to attain a future horizon year target, compare it with the economic projections and planned land use development in the region up to specific horizon years, and allocate GHG reductions to population, service population, and land uses. This threshold is consistent with the CARB 2017 Climate Change Scoping Plan, which details the intention to accommodate population and economic growth in California but do so in a way that achieves a lower rate of GHG emissions. In addition, if the City proceeds with development of CEQA GHG thresholds, Rincon will also include CEQA assessment of the thresholds as part of the programmatic IS-ND in order to confirm that appropriate CEQA review of the thresholds occurs as part of a public review process and via one CEQA document in an efficient and cost-effective manner. This will be done as part of preparation of the CEQA assessment document under Task 9 if Optional Task D.2 is selected.

Rincon will also prepare a concise guidance document for use by City staff in evaluating submitted CEQA GHG emissions analyses and by applicants in preparing CEQA GHG emissions analyses. The guidance document will detail a defensible approach for evaluating GHG emissions impacts in analyses prepared pursuant to CEQA. The document will also provide substantial evidence of the methodology's consideration of Statewide GHG direction provided by CAPCOA, CARB, and OPR as well as relevant case law.

Deliverables

- Draft City CEQA GHG Thresholds and Guidance Report (electronic)
- Final City CEQA GHG Thresholds and Guidance Report (electronic)
- Adding assessment of CEQA GHG Thresholds to the programmatic CEQA Assessment for the CAP

Optional Task E Remediate CARP and IS/ND to be Section 508 Compliant

There are new requirements that apply to public entities requiring that documents posted to the public must be compliant with Section 508. The laws apply to public entities that post anything to the public (websites, emails, flyers, etc.). Therefore, as an optional task, Rincon will provide a draft and final digital PDF CARP and IS/ND to meet Web Content Accessibility Standards (WCAG) required under Section 508 of the Rehabilitation

Act of 1973. ADA title II and California Government Code 7405 and 11546.7 require government public entities to make digital content accessible prior to posting content online for public review. PDF remediation can range from 10-30 minutes per page depending on the number of complex elements on the page. CARPs could range from 300-500 pages, with appendices, which could range from 100-165 hours (20 minutes a page) at a billing rate of \$245 per hour (Professional 8). Generally, if edits to the final documents are minimal, PDF remediation and compilation may take up to 10% of the remediation time used in the Draft EIR estimating up to 10-16 hours at the same billing rate (\$245 per hour).

The cost for the proposed scope of work summarized by Phase 1 and 2, including the optional tasks is shown in Table 1, with a more detailed breakdown shown further below, including the hourly wage rates for all personnel anticipated to provide the services.

Table 1 Proposed Cost by Task

Task		Cost
Phase 1		\$50,000
Task 1	Virtual Kick-off Meeting	\$669
Task 2	GHG Emissions Inventory	\$27,117
Task 2.1	2015 Emissions Inventory Reconciliation	\$1,846
Task 2.2	Data Collection and Current GHG Emissions Inventory	\$25,271
Task 3	Vulnerability Assessment	\$19,723
Task 3.1	Vulnerability Assessment Report	\$14,944
Task 3.2	Asset Manager Interviews	\$4,779
Task 4	City Council Meeting	\$2,490
Rincon Subtotal		\$41,216
Iteris, Inc. Subtotal		\$11,086
Phase 2		\$215,063
Task 5	Forecasting and Target Setting	\$6,762
Task 6	Community Outreach and Engagement	\$86,731
Task 6.1	Community Outreach and Engagement Plan	\$16,978
Task 6.2	Survey	\$6,528
Task 6.3	Community Meetings	\$30,456
Task 6.4	Advisory Group Meetings	\$17,181
Task 6.5	Public Hearings	\$15,588
Task 7	Develop Policies and Strategies	\$52,159
Task 7.1	GHG Emissions Strategies	\$20,040
Task 7.2	Climate Adaptation and Resilience Strategies	\$18,159
Task 7.3	Identify Funding for Implementation Measures	\$13,960
Task 8	Climate Action and Resilience Plan	\$24,977
Task 8.1	Draft CARP	\$15,542
Task 8.2	Final CARP	\$9,435
Task 9	CARP CEQA Assessment	\$22,498
Task 9.1	CEQA Documentation	\$14,994
Task 9.2	CEQA GHG Checklist	\$7,504
Task 10	Project Meetings and Management	\$26,936
Task 10.1	Project Check-in Meetings	\$9,952
Task 10.2	Project Management	\$16,984
Rincon Consultants Subtotal		\$141,520
Climate Resolve Subtotal		\$54,342
HIP Investor Subtotal		\$9,200
Mini-Grant and Advisory Group Stipends		\$10,000
Optional Tasks		
Optional Task A	Grant Research and Application	\$10,071
Optional Task B	Implementation and Monitoring	\$12,500
Optional Task C	Virtual Reality Community Engagement Tool	\$31,750–\$49,000
Optional Task D	CEQA Thresholds	\$10,500
Optional Task E	Remediate CARP and IS/ND to be Section 508 Compliant	\$26,950–\$44,345
Note: this table includes a 15% markup for subconsultants		

Appendix A

Staff Resumes

Rincon Consultants, Inc.
Environmental Scientists . Planners . Engineers



Erik D. Feldman, MS, LEED AP

Principal

Erik Feldman's experience includes greenhouse gas modeling and auditing, climate action planning and sustainability design and program development. Additionally, he is involved in a wide range of urban planning and land use studies, sustainable development review, and CEQA environmental documentation and permitting activities. He has assisted numerous local agencies and development projects with the development of greenhouse gas thresholds, analytical methods, and reduction strategies in California. Mr. Feldman also has extensive experience preparing Qualified greenhouse gas Reduction Plans as defined by CEQA Guidelines 15183.5 and utilizing these plans to streamline greenhouse gas CEQA analysis for development projects. Mr. Feldman applies this experience in the successful management of environmental and sustainability projects for variety of clients in the public and private sectors. He has led and participated in numerous greenhouse gas- and sustainability-related presentations including for the California American Planning Association and at universities such as California State University, Channel Islands, California State University, Long Beach, and University of California, Santa Barbara. He has also served as a member of the Board of Directors for the U.S. Green Building Council California Central Coast Chapter and is a member of the Steering Committee for the Gridley Water Group in Ojai.

EDUCATION

MS, Environmental Science and Management, University of Sydney; Sydney, Australia

BS, Business and Administration, University of Colorado

CERTIFICATIONS

Accredited Lead Greenhouse Gas Verifier, California Air Resource Board (EO# H-10-043)

Accredited Low Carbon Fuel Standard (LCSF) Verifier, California Air Resource Board (EO# H3-20-054)

LEED Accredited Professional

Licensed General Engineering Contractor (#921378)

SELECT PROJECT EXPERIENCE

Principal-in-Charge, City of Berkeley – Pathway to Clean Energy, Berkeley

In June 2018, Berkeley City Council established a goal of becoming a Fossil Fuel Free City, with a focus on electrification of Berkeley's buildings. Mr. Feldman is overseeing a team comprised of the City of Berkeley, Rocky Mountain Institute, and the Ecology Center developing an implementation plan to electrify 100% of Berkeley's existing buildings before 2045. Rincon completed a two-phase policy analysis and implementation plan to identify the technological, equity, and cost considerations around electrifying the current building stock based on age, class, and building type. Phase 1 of the analysis quantifies the costs and benefits of electrification for a wide range of stakeholders. The approach has been tailored to address impacts on historically marginalized and low-income people and integrates procedural, distributional, and structural equity considerations. The final report will identify the highest value and most equitable set of measures aimed at the elimination of fossil fuels in existing buildings in the near, mid, and long terms. Phase 2 includes a detailed cost-benefit analysis and a comprehensive implementation plan, including funding strategies, for each of the recommended policies.

Principal-in-Charge, County of Santa Clara – Community Climate Action Plan, Santa Clara County

Mr. Feldman is overseeing preparation of the Santa Clara County Climate Action Plan which includes a countywide greenhouse gas inventory that covers unincorporated areas and each city within the County as well. The scope of work also includes the preparation of a greenhouse gas forecast through 2045 and greenhouse gas reduction targets. In addition to the development of greenhouse gas reduction measures Rincon is also working directly with the County and Green Info Network to build an interactive Network Relationship Map that will map all of the sustainability and climate action related entities



within the County. The Network Relationship Map includes all of the measures undertaken by each city as well as non-profit and for-profit partners. The final deliverable will be a strategic plan that highlights the key role the County can play in connecting this vast network of climate action into a cohesive strategy working toward carbon neutrality.

Principal-in-Charge, City of San Luis Obispo Climate Action Plan Peer Review and Defensibility Analysis, CEQA Documentation and Greenhouse Gas CEQA Analysis Threshold Document, City of San Luis Obispo

In support of the City of San Luis Obispo Climate Action Plan preparation, Rincon was contracted to peer review the Climate Action Plan document and analyze the measures and technical analysis for defensibility under established case law and the CEQA Guidelines. Rincon also prepared CEQA documentation for the Climate Action Plan and a Greenhouse Gas Threshold and guidance document to be used by City planning staff and applicants in preparing greenhouse gas analyses for environmental documents prepared pursuant to CEQA. This project involved developing greenhouse gas efficiency threshold(s) for project based CEQA analysis founded on a methodology that considers emissions against an efficiency-based service population threshold. This efficiency threshold is consistent with the 2017 Scoping Plan which details the intention to accommodate population and economic growth in California but do so in a way that achieves a lower rate of greenhouse gas emissions. Rincon created a locally appropriate efficiency threshold that complies with the CEQA Guidelines and interpretative greenhouse gas case law. Moreover, Rincon developed a concise guidance document detailing a defensible approach for evaluating greenhouse gas impacts in analyses prepared pursuant to CEQA for use by City staff and local developers. This guidance document clearly details how the greenhouse gas efficiency threshold was developed and substantiates the linkage between a specific project and the state's greenhouse gas reduction targets. Rincon completed the Initial Study Negative Declaration (IS-ND) for the City that included environmental analysis focused on the estimated change in conditions that would result from the implementation of the Climate Action Plan's actions and policies. In 2020 the Climate Action Plan and CEQA documentation were adopted by the City Council and the Climate Action Plan and CEQA thresholds are being implemented by the City.

Principal-in-Charge, County of Santa Barbara – 2030 Climate Action Plan and Environmental Impact Report, Santa Barbara County

The Santa Barbara County Climate Action Plan and Environmental Impact Report is the first project of the Santa Barbara County Climate Collaborative and will bring in together various projects under the One Climate initiative. The Climate Action Plan is currently in the early stages of community activation, which includes the engagement of an Equity Advisory Committee. The Plan will activate the diverse community to develop a plan and suite of climate action planning tools that are customized to the County. Each jurisdiction in the County will be able to tier-off of the County Climate Action Plan and will be able to adopt greenhouse gas tracking tools developed specifically for the County. This Climate Action Plan will also include emissions from the agricultural industry and agriculture land use types (also known as Natural and Working Lands). Rincon is working with the Bren School of Environmental Science and Management, University of California, Santa Barbara (UCSB) to complete extensive research and reached out to experts in the respective fields to ensure the incorporation of the information found is appropriate and the methodology to calculate greenhouse gas emissions is accurate. The Climate Action Plan is intended to facilitate the reduction of greenhouse gas emissions in a way that helps improve the public health and economy of the County through partnerships with the community providing resources for a more sustainable and equitable community.

Project Manager, City of Pasadena – Greenhouse Gas Inventory and Climate Action Plan and greenhouse gas Analysis Threshold, Pasadena

Mr. Feldman led the project team that prepared a comprehensive inventory of greenhouse gas emissions resulting from local government and community-wide activities. As part of the inventory project, Rincon inventoried greenhouse gas emissions for the 2009 baseline year and conducted emissions forecasts for the years 2020, 2030, 2035, and 2050 (consistent with the AB 32, Executive Order (EO) S-3-05 and SB 32 target years and the City of Pasadena's General Plan horizon year). Rincon worked with the City to develop a Climate Action Plan that identified and evaluated reduction measures that would achieve the greatest reduction in the most cost-effective manner and created and implemented a comprehensive public outreach program. Rincon also developed a detailed implementation, monitoring, and maintenance plan. To facilitate implementation of the plan and streamline CEQA analysis for new development projects, Rincon developed one of the first SB 32 Greenhouse Gas



Threshold and Climate Action Plan compliance checklist to streamline future development projects under CEQA Guidelines Section 15183.5. In addition, Rincon prepared the CEQA documentation that demonstrated the Climate Action Plan would not result in any significant impacts and in fact may result in beneficial impacts as it relates to air quality and greenhouse gases/climate change.

Principal-in-Charge, Climate Action Plan Update, City of Dublin

Mr. Feldman was the Principal-in-Charge for the City of Dublin Climate Action Plan 2.0 Climate Action Plan update project and oversaw the development of the greenhouse gas inventory and forecast as well as measure development, community outreach, and internal outreach work scopes. The Climate Action Plan includes a tailored suite of greenhouse gas reduction measures to meet Dublin's long-term goal of Carbon Neutrality by 2045. Strategies include electrification of buildings, zero emission vehicles, and waste reduction. The work scope included an extensive public outreach plan that leverages online tools to engage with the community even during Covid-19. The Climate Action Plan was adopted in 2020 and the next step is implementing the policies to achieve the long-term goal of carbon neutrality by 2045.

Principal-in-Charge, Metropolitan Water District of Southern California Climate Action Plan and CEQA Document

Rincon is currently developing an integrated, comprehensive, and transformative Climate Action Plan (Climate Action Plan) and CEQA document. The plan is intended to be applied across all of Metropolitan's land, facilities and infrastructure and takes into account the greenhouse gas (greenhouse gas) emissions from future capital investment projects such as the Regional Recycled Water Plant. The Climate Action Plan will build on Metropolitan's sustainability achievements to date and identify additional actions that would reduce greenhouse gas emissions and prepare Metropolitan's facilities and operations for the impacts of climate change. Rincon recently developing a baseline greenhouse gas inventory, forecast, and carbon budget that is being utilized to identify and evaluate feasible, cost-effective, and measurable greenhouse gas emissions reduction measures necessary to meet Metropolitan's reduction targets. Rincon is currently working with Metropolitan teams associated with planning, engineering, facility operations, and other internal stakeholders to establish greenhouse gas emissions and reduction measures and infrastructure improvements that will be implemented through the plan. The plan is intended to serve as a Qualified greenhouse gas Reduction Plan for Metropolitan facilities, operations, and investment decisions and meet the provisions for CEQA streamlining (per CEQA Section 15183.5)

Principal-in-Charge, Livermore Climate Action Plan, Livermore

The Livermore Climate Action and Adaptation Plan (CAAP) is an update to the City's existing plan and will serve as a pathway for the City to achieve its long term goal of carbon neutrality while preparing to adapt to a changing climate including impacts related to heat, water availability, wildfire, and smoke. The CAAP team is also coordinating heavily with the City of Livermore Climate Action Commission which is helping to guide the development of the plan. To allow the commissioners to dig deeper into the key topics around the CAAP, Rincon and the Commission has developed Ad Hoc committees who will review and provide additional feedback on an array of climate action and adaptation topics including specifics on how to implement the key strategies within their community. As part of this program, Mr. Feldman is overseeing the technical work related to the inventory and forecast and development of greenhouse gas reduction and adaptation measures and is working with the City Council, Planning Commission, City Staff, and Climate Action Commission groups.



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Reema Shakra, AICP

Climate Action and Resilience Project Manager

Ms. Shakra is a Climate Adaptation Program Manager with Rincon's Environmental Planning and Sustainability Department and has 17 years of consulting and public agency experience in sea-level rise vulnerability and adaptation assessments, climate action and adaptation planning, and community outreach and engagement. Ms. Shakra has a wide-ranging policy background, having prepared or managed general plan updates, climate action plans, local coastal program updates, corridor plans, and climate adaptation plans. She co-authored a step-by-step guidebook for the Southern California Association of Governments region which provides local governments with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. Ms. Shakra is currently managing the safety element updates for several cities located within or in close proximity to very high fire hazard severity zones, including the cities of Calabasas, Beaumont, and San Fernando. She is also serving as senior advisor for climate vulnerability assessments for cities that will be impacted by more frequent and extreme wildfires, including Ojai, Beverly Hills, and Cupertino.

EDUCATION

B.S., Urban and Regional Planning, California State Polytechnic University, Pomona, 2003

CERTIFICATIONS/REGISTRATIONS

Certified Planner, American Institute of Certified Planners (no. 023226)

PROFESSIONAL AFFILIATIONS

American Planning Association (APA)

SELECT PROJECT EXPERIENCE

Project Manager, City of Beverly Hills – Climate Action and Adaptation Plan, Beverly Hills, California.

The City of Beverly Hills seeks to reduce its contribution to greenhouse gas emissions and prepare for localized climate change hazards. A climate change vulnerability assessment is being prepared which identifies wildfire risk and its impact on vulnerable populations and community assets, along with other climate change related hazards. Asset manager interviews were conducted with City Departments, Southern California Edison, and Southern California Gas to identify impacts associated with historic extreme events, adaptive capacity of managed assets, and opportunities for adaptation strategies. The project also involves preparing a greenhouse gas emissions inventory and a climate action and adaptation plan that identifies measures and actions to reduce greenhouse gas emissions and adapt to climate change hazards. Ms. Shakra serves as the project manager and senior technical oversight of the climate vulnerability assessment and adaptation strategies.

Deputy Project Manager, Southern California Association of Governments – Southern California Regional Climate Adaptation Framework, Counties and Cities of Ventura, Los Angeles, Orange, Riverside, San Bernardino, and Imperial. Ms. Shakra assisted SCAG in preparing a comprehensive framework to support regional climate adaptation planning. Ms. Shakra co-authored a regional climate adaptation guidebook which provides SCAG member agencies with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. She prepared a matrix that identified over 275 adaptation strategies for a variety of climate hazards, including wildfire. Ms. Shakra conducted a gap analysis of all member agencies to identify local governments that have adopted or are in the process of adopting climate adaptation policies in their safety elements. Ms. Shakra led the preparation of climate adaptation model policies for safety elements and local coastal programs. She identified metrics and indicators that local governments and regional metropolitan planning agencies can use to help track progress in adapting to



climate change. ***National American Planning Association award winner for Excellence in Sustainability in 2021.***

Project Manager, City of Calabasas – Safety, Circulation and Housing Element Update, Calabasas, California.

Calabasas is preparing a comprehensive update to their Housing Element and related updates to the Land Use, Safety and Circulation Elements in compliance with new State rules. Ms. Shakra is serving as project manager and authoring the updates to the safety, land use and circulation elements. The safety element is being updated in compliance with recent state legislation, including SB 99, SB 379, AB 2140, and AB 3065, and OPR's Fire Hazard Planning Technical Advisory Update (Draft). Calabasas is located entirely within a very high fire hazard severity zone, has over 15 residential neighborhoods with less than two emergency evacuation routes, and numerous residential communities with gated secondary access. Policies and implementation programs are being developed in consultation with Los Angeles County Fire Department, Los Angeles County Sheriff Department, Los Angeles County Emergency Operations Department, and CAL FIRE.

Project Manager, City of Beaumont – Safety and Housing Element Update, Beaumont, California.

The City of Beaumont is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle and related updates to the Safety Element. Ms. Shakra is serving as project manager and authoring the updates to the safety element in keeping with new statutory State requirements on wildfire risk and evacuation routes for residential neighborhoods. Ms. Shakra is working closely with CALFIRE to review and revise the Safety Element in response to CALFIRE assessments. The Safety Element is scheduled for Board of Forestry and Fire Protection review and recommendation in November 2021.

Project Manager, City of Monterey Park – Safety, Environmental Justice, and Housing Element Update, Monterey Park, California.

The City of Monterey Park is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. The City is also preparing an update to their Safety Element to include a climate change vulnerability assessment and climate adaptation strategies. The City is also preparing a new Environmental Justice Element to address inequitable distribution of pollution and its associated health risks. Ms. Shakra serves as the project manager, managing the preparation of technical reports and policies and programs associated with the housing, safety and environmental justice elements. The project also includes a robust public engagement and outreach effort, including development of a project logo with associated project branding and public engagement plan, convening community workshops with translation services in Chinese and Spanish, facilitating focus group stakeholder meetings, hosting a project website, and presenting to the City Council.



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Hannah Mize

ASSISTANT PROJECT MANAGER

Hannah Mize is a Ventura County native who has a strong foundation in and experience with a wide range of climate action planning as well as greenhouse gas emissions assessments. She has experience assisting with and managing climate action plans, which includes overseeing data collection; completing inventory and forecast calculations; setting targets; developing emission reduction and adaptation/resilience measures; participating in community outreach; and completing draft and final plans. She is currently managing the City of Burbank's Greenhouse Gas Reduction Plan Update as well as the City of Pittsburg's Climate Action Plan and recently oversaw the completion of the City of South Pasadena's inaugural Climate Action Plan, all of which are CEQA streamlined greenhouse gas emissions reductions plans. Ms. Mize also oversees the verification of greenhouse gas emissions and low carbon fuel through the California Air Resource Board Cap-and-Trade Program following the requirements of the Mandatory Reporting Regulation and the Low Carbon Fuel Standard, respectively. Ms. Mize manages the team's robust auditing program, which has collectively verified approximately 40 percent of the State of California's industrial greenhouse gas emissions annually, over the past four years. She has conducted greenhouse gas verification services throughout the State for electricity generators, electricity and natural gas providers, oil and gas production facilities, refineries, mines, and fuel suppliers in conformance with the Assembly Bill 32 Mandatory Reporting Regulation. She has also worked with transportation agencies to verify low carbon fuel.

EDUCATION

BS, Environmental Science and Resource Management,
California State University
Channel Islands

CERTIFICATIONS/ REGISTRATIONS

Accredited Lead Greenhouse Gas Verifier, California Air Resource Board for Mandatory Reporting Regulation (EO# H-21-090)

Lead Low Carbon Fuel Standard Verifier, California Air Resource Board (EO# H3-20-096), and Washington Department of Ecology

SELECT PROJECT EXPERIENCE

City of Burbank Greenhouse Gas Reduction Plan Update, Burbank, California

Client Contact: Karen Pan, Administrative Officer, Phone: (818) 238-5187, Email: kpan@burbankca.gov

Ms. Mize is currently overseeing the preparation of a Greenhouse Gas Reduction Plan Update for the City of Burbank that will serve as a "qualified Greenhouse Gas Reduction Plan" under CEQA. The work scope includes development of an updated greenhouse gas inventory, greenhouse gas forecast, greenhouse gas reduction measures, and CEQA analysis with streamlining documentation. The Burbank Greenhouse Gas Reduction Plan Update builds upon the efforts of the City's 2035 Greenhouse Gas Reduction Plan, adopted in 2013, with an updated greenhouse gas inventory and greenhouse gas reduction targets to meet the state's stringent 2030 reduction targets of reducing greenhouse gas emissions to 40% below 1990 levels. The Rincon Team is working closely with the Burbank to engage all City departments, including the utility provider Burbank Water and Power, in development of greenhouse gas reduction measure that are supported by substantial evidence. Rincon is also using the unique opportunity of virtual community and stakeholder outreach to implement tools to further the reach of engagement efforts to enable a diverse and equitable community voice in plan development. Prior to adoption of the Greenhouse Gas Reduction Plan Update, Rincon will develop the documentation needed to unlock the potential to use the Greenhouse Gas Reduction Plan Update as a tool for streamlining development review, including the CEQA analysis and Greenhouse Gas Reduction Plan consistency checklist. To ensure future legal defensibility of the Greenhouse Gas Reduction Plan Update, Rincon is establishing a



streamlined implementation tracking program centered around the use of the Rincon's proprietary CAPDash tool, which will allow regular and transparent reporting of the status of the Greenhouse Gas Reduction Plan Update implementation.

City of Pittsburg Climate Action Plan, Pittsburg, California

Client Contact: Laura Wright, Environmental Affairs Manager, Phone: 925.252.4114, Email: lwright@ci.pittsburg.ca.us

Ms. Mize is currently working with the City of Pittsburg to develop a Climate Action/Sustainability Plan that establishes a vision for a City that is both economically and environmentally healthy with an engaged community that continues to collectively strive for a more just and equitable world. The Pittsburg Climate Action Plan/Sustainability Plan will be the City's first and is being designed as a living document that aims to engage, excite, and empower the community to take incremental steps towards a healthier, more sustainable future. This plan will also serve as a roadmap for reducing greenhouse gas emissions in the City and establishes practices that community members can implement that are practical and result in real, positive change. The Plan builds off of the greenhouse gas emissions inventory completed by Rincon for the City in 2018 and establishes a path forward to reduce long-term emissions and reach the State's climate goals.

City of South Pasadena Climate Action Plan and Grant Application, South Pasadena, California

Client Contact: Arpy Kasparian, Water Conservation and Sustainability Analyst, Phone: (626) 403-7253, Email: akasparian@southpasadenaca.gov

Ms. Mize led an effort to draft a grant application for the City of South Pasadena to complete a Climate Action Plan (Climate Action Plan) through the Southern California Association of Governments (SCAG). The grant was funded and Ms. Mize took the lead on the second part of the effort – completing a qualified Climate Action Plan for South Pasadena. The Climate Action Plan is intended to facilitate the reduction of greenhouse gas (greenhouse gas) emissions throughout South Pasadena through implementation of SCAG's 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy: Towards a Sustainable Future (RTP/SCS) in a way that is practical, efficient, and beneficial to the community and enhances the City's desirable characteristics and qualities. Technical analyses completed include a baseline greenhouse gas emission inventory, emissions forecast, and setting targets approved by the City that are the foundation of the Climate Action Plan. The Climate Action Plan builds on the sustainability-related awards and distinctions that South Pasadena has received and provides additional innovative strategies that will incrementally help the City reduce greenhouse gas emissions while retaining the City's desirable characteristics and qualities consistent with the community's vision and existing efforts. In addition, Climate Action Plan programmatic CEQA review documentation in the form of an Initial Study/Negative Declaration (IS/ND) was prepared. The Climate Action Plan is CEQA-qualified and was adopted in December 2020.

City of Walnut Climate Strategy Initiative, Walnut, California

Client Contact: Joelle Guerra, Senior Management Analyst, Phone: (909) 595-7543 x 405, Email: jguerra@cityofwalnut.org

Ms. Mize managed the completion of the City of Walnut's Climate Strategy Initiative, which serves as an introductory guide to help the City understand and reduce greenhouse gas emissions as well as begin to mitigate the associated impacts related to climate change. The Climate Strategy Initiative included completing a baseline emission inventory and forecast; setting targets; establishing emission reduction strategies; and compiling a visually pleasing, informative Plan for the community. The intent of this Climate Strategy Initiative is to introduce climate reduction strategies and build community buy in so that in future years the City can develop a Climate Action Plan that will spur substantive greenhouse gas reduction.



Solano Transportation Authority Transit and Intercity Rail Capital Program Greenhouse Gas Study, Solano, California
Client Contact: Anthony Adams, Senior Project Manager, Phone: 707-399-3215, Email: aadams@sta.ca.gov

Ms. Mize oversaw completion of preparation of Greenhouse Gas (greenhouse gas) emission studies in 2018 and 2020 in support of two successful grant applications. The greenhouse gas studies quantified the net greenhouse gas emission benefits anticipated upon implementation of STA projects funded by the California State Transportation Agency's (CalSTA) Transit and Intercity Rail Capital Program (TIRCP). STA was awarded \$10.7 and \$10.4 million during the 2018 and 2020 TIRCP funding cycles, respectively.

The greenhouse gas studies that Rincon prepared quantified the greenhouse gas reduction potential of various transit projects that will enhance the frequency, reliability and connectivity of transit services for Solano County riders. Specific project components that Rincon quantified include electrification of SolanoExpress, FAST and SolTrans busses, installation of rapid wireless charging systems at regional transit centers, implementation of in-line bus stops adjacent to the Interstate 80 corridor and construction of pedestrian and bicycle infrastructure at the Vacaville Transit Center, Fairfield Transit Center and Fairfield-Vacaville Rail Station to improve station connectivity with adjacent neighborhoods. Quantifications were performed according to the Greenhouse Gas Quantification Methodology for the TIRCP using the California Air Resources Board TIRCP Calculator Tool. Project components with attributable greenhouse gas reduction potential not quantifiable using the TIRCP Calculator Tool were calculated using Rincon's internal greenhouse gas emissions calculation tool. Funded projects were collectively estimated to result in lifetime greenhouse gas reductions of 138,000 MT of CO₂e and 125,000 MT of CO₂e in 2018 and 2020, respectively. Beyond the direct greenhouse gas reductions associated with these projects, the regional benefits are far-reaching and would include travel time savings, improved transportation system reliability, vehicle operating cost savings, improved mobility, and enhanced availability of travel options.



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Andrew Beecher

SUSTAINABILITY PLANNER

Andrew Beecher is a Sustainability Planner for Rincon Consultants, Inc., where he works as GHG technical specialist and project manager for the Environmental Planning Services Group. His experience includes greenhouse gas inventory development, GHG reduction strategy development and quantification, Climate Action Plan implementation and state GHG reporting audits. He has worked as technical lead on municipal, city and county-wide GHG inventories and GHG reduction measure development, for which he has developed tools to streamline calculation of GHG emissions inventories, forecasts, and GHG reduction measures simultaneously for multiple jurisdictions and years. He has experience conducting GHG verification services for oil and gas production facilities and fuel suppliers in conformance with AB-32 Mandatory Reporting Regulation, as well as verification for the California Low Carbon Fuel Standards Program. He has also worked as outreach coordinator for Rincon's award-winning Climate Action Plan Implementation project, the Del Mar Home Energy Savings Program, taking on a unique approach to socially equitable policy implementation.

EDUCATION

BA, Atmospheric Science
(with Honors), UC Berkeley

ACCREDITATIONS

California Air Resources Board
Mandatory GHG Reporting
Regulation Accredited Verifier
California Air Resources Board
Low Carbon Fuel Standards
Program Accredited Lead
Verifier

SELECT PROJECT EXPERIENCE

Project Manager, City of Pasadena – GHG Emissions Inventory, Pasadena

Mr. Beecher is serving as the project manager for the development of GHG emissions inventory update for the City of Pasadena. This analysis is intended to provide a comprehensive assessment of the GHG emissions reduction progress the City has achieved since adoption of their Climate Action Plan in 2018. This project presents unique challenges and opportunities in working with the City's own utility provider, Pasadena Water and Power, to assess progress in reducing GHG emissions associated with the City's electricity and water supply.

Assistant Project Manager/GHG Technical Lead, City of Beverly Hills – Beverly Hills Climate Action and Adaptation Plan, Beverly Hills

Mr. Beecher is serving as GHG technical lead and assistant project manager on preparation of a Climate Action and Adaptation Plan for the City of Beverly Hills. The project includes development of two GHG inventories for separate years, a GHG emissions forecast, development of GHG reduction policies, a vulnerability assessment, and extensive public engagement. The analysis of GHG reduction strategies includes a unique approach to measure development and quantification, where a tiered analysis was performed for various measure implementation scenarios for reaching carbon neutrality on various timelines.

GHG Technical Lead, City of Burbank – Greenhouse Gas Reduction Plan, Burbank

Mr. Beecher is serving as GHG technical lead on preparation of the City of Burbank's Greenhouse Gas Reduction Strategy. Responsibilities include the development of a GHG emissions inventory and forecast for community and municipal activities, development of GHG reduction strategies, and analysis of existing GHG policies.



Assistant Project Manager/GHG Technical Lead, San Mateo County – Regional Integrated Climate Action Planning Suite (RICAPS) Technical Consultant, San Mateo County

Mr. Beecher is serving as assistant project manager and technical lead for Rincon's role as San Mateo County's RICAPS program's technical consultant. The RICAPS program serves as a collaborative effort to drive carbon neutrality and provide climate planning technical assistance for 21 member jurisdictions. Roles and responsibilities include: leading the update of GHG emissions inventories for 21 jurisdictions for the most recent data years best practices, coordinating and facilitating monthly working group meetings, development of a building electrification best-practices guide, and providing additional technical assistance on an as-needed basis.

GHG Technical Analyst, City of South Pasadena – Climate Action Plan, South Pasadena

Mr. Beecher served as GHG technical analyst on preparation of a qualified GHG reduction plan for the City of South Pasadena. Responsibilities included development of a GHG emissions inventory and forecast for community and municipal activities, development of GHG reduction strategies, and development of outreach materials communicating the climate action planning process to the community.

GHG Technical Lead, Imperial County Transportation Commission – Imperial Valley Regional Climate Action Plan, Imperial County

Mr. Beecher served as GHG technical lead on preparation of a comprehensive GHG inventory and emissions forecast for Imperial County and its seven incorporated cities, included in the Imperial Valley Regional Climate Action Plan. The GHG inventory included comprehensive assessments of emissions from community and agricultural sources as well as from vehicles using the Calexico Port of Entry. Tasks include development of GHG inventories for eight different jurisdictions and Countywide agricultural activities for three separate inventory years as well as comprehensive policy review to determine the effectiveness of previous GHG reduction measures throughout the jurisdictions.

Verification Staff, Various Clients – California Cap and Trade Program Mandatory GHG Reporting Requirements and Low Carbon Fuel Standards Verification, Various Locations

Mr. Beecher has served as verification staff for greenhouse gas verification services for multiple clients throughout California that are required to report annual greenhouse gas emissions and low carbon fuel transactions to the California Air Resource Board under the California Cap and Trade Program. Responsibilities include conducting facility site visits, interviewing personnel, drafting verification plans and reports, and reviewing data for accuracy and conformance with regulations. Mr. Beecher's primary focus has been working with petroleum refineries in throughout California.

GHG Technical Analyst, City of Walnut – Climate Action Plan, Walnut

Mr. Beecher served as GHG technical analyst on development of a Greenhouse Gas Inventory for the City of Walnut's climate action planning process. Tasks included calculation of estimated greenhouse gas emissions from community and municipal activities, quantification of GHG reduction measures and development of outreach materials for community meetings.

Assistant Project Manager. City of Del Mar and San Diego Gas & Electric – Energy Efficiency Program Support for Climate Action Plan Implementation, Del Mar

Mr. Beecher served as assistant project manager and outreach coordinator on development and execution of a public outreach campaign to help senior and low-income residents find and apply for energy efficiency upgrade incentives and rebates, as part of implementation of the City of Del Mar's Climate Action Plan. Tasks included developing outreach materials and organizing and promoting events. Challenges of the planning process involved the computer literacy and mobility of the target group, which in turn required generating awareness of the program through close coordination with community groups. This planning effort was awarded the Public Involvement/Education Program Merit Award by the Association of Environmental Professionals.



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Camila Bobroff, MESM

Sustainability Planner

Camila Bobroff is a Sustainability Planner with Rincon's Environmental Planning and Sustainability Group. Ms. Bobroff has substantial experience with data analysis, greenhouse gas emissions inventories, and developing climate action measures and adaptation strategies. She is currently responsible for assisting in the preparation of Climate Action Plans, Climate Adaptation Plans, Climate Change Vulnerability Assessments, Carbon Inventories, and Safety Elements for jurisdictions across California.

EDUCATION

MESM, Energy and Climate,
Bren School of Environmental
Science & Management,
University of California,
Santa Barbara

BA, Environmental Studies,
BS, Ecology and Evolutionary
Biology, University of
California, Santa Cruz

SELECT PROJECT EXPERIENCE

Assistant Project Manager, City of Carmel-by-the-Sea – Climate Adaptation Plan, Carmel-by-the-Sea

Rincon is providing planning services for the Carmel Climate Adaptation Plan. Ms. Bobroff led the development of the City's climate adaptation policies, which are based on the results from the City's Climate Change Vulnerability Assessment, and the Climate Adaptation Plan. Ms. Bobroff also supported various public and stakeholder meetings to gather feedback on the Climate Adaptation Plan.

Sustainability Planner, City of Livermore – Climate Action Plan Update, Livermore

This climate action plan was prepared for the City, as required by its new General Plan Climate Change Element and set a GHG emissions reduction goal of 15 percent below 2008 levels. The CAP provided actions related to transportation, building energy use, water consumption, wastewater treatment, and waste generation that the City can implement to meet the City's goal and the State-mandated, 2020, GHG emissions reduction goal. Ms. Bobroff was responsible for developing the Climate Change Vulnerability Assessment for this project, which assessed localized climate impacts, sensitive populations and assets to those climate impacts, and the City's adaptive capacity based on current policies and programs.

Sustainability Planner, City of Port Hueneme – General Plan Update and Housing Element Update, Port Hueneme

Rincon is creating a long-range planning program for the City Port Hueneme that is innovative, practical, and facilitates the City in achieving their goals. Specifically, Rincon is developing a General Plan update that is compliant with recent State legislation and guidance. Ms. Bobroff is responsible for the development of the Climate Action Plan Element of the General Plan Update. Ms. Bobroff conducted the Climate Change Vulnerability Assessment for this project, which assessed localized climate impacts (including sea level rise, extreme heat, and precipitation changes), sensitive populations and assets to those climate impacts, and the City's adaptive capacity based on current policies and programs. Ms. Bobroff also led the Greenhouse Gas (GHG) Emissions Inventory, GHG reduction measure quantification, and the development of locally specific climate mitigation and adaptation policies.



Sustainability Planner, City of Cupertino – Climate Action Plan Update Community Outreach and Technical Support, Cupertino

Ms. Bobroff prepared a Climate Change Vulnerability Assessment Peer Review for the City of Cupertino to identify opportunities to better align with state guidance on preparing vulnerability assessments. Additionally, Ms. Bobroff conducted an existing adaptation measures analysis of the City's planning documents including the Housing Element and Safety Element. This analysis provided recommendations to better align with state guidance on climate adaptation and incorporate best practices and innovative and progressive adaptation policies.

Sustainability Planner, County of San Mateo – Government Operations Client Action Plan and Community Climate Action Plan, San Mateo County

Rincon and Cascadia are providing planning services for the San Mateo County Government Operations Climate Action Plan (GOCAP) and the Community Climate Action Plan (CCAP). Rincon is leading review of the County initial list of action ideas, recommending specific measures, and further defining each action item with specific targets and/or actions in order to identify potential metrics for each action item to a level that would allow for qualitative analysis. Ms. Bobroff conducted emissions forecasting analysis and recommended specific reduction measures to help the County reach carbon neutrality by 2035.

Assistant Project Manager, Santa Barbara – 2030 County Climate Action Plan and EIR, Santa Barbara County

Ms. Bobroff is assistant managing the natural and working lands inventory for the Climate Action Plan. This includes calculating emissions from the natural and agricultural lands (also known as Natural and Working Lands). Rincon worked with the Bren School of Environmental Science and Management, University of California Santa Barbara (UCSB) to complete extensive research and reached out to experts in the respective fields to ensure the incorporation of the information found is appropriate and the methodology to calculate GHG emissions is accurate. The Climate Action Plan is intended to facilitate the reduction of GHG emissions in a way that helps improve the public health and economy of the County through partnerships with the community providing resources for a more sustainable and equitable community. Ms. Bobroff also helped update the county-wide GHG emissions inventory.

Sustainability Planner, City of South Pasadena – Climate Action Plan, South Pasadena

Ms. Bobroff was the climate change planner responsible for preparing a public outreach plan for the City to use as they develop and implement their Climate Action Plan. The outreach plan discussed the types of outreach methods, number of public meetings, and the content of these meetings to gather public input regarding the draft City of South Pasadena Climate Action Plan.

Sustainability Planner, County of Merced – Merced County Climate Action Plan, Merced

Ms. Bobroff is serving as a climate change planner for the Merced County Climate Action Plan. She conducted the Merced County climate change vulnerability assessment. She was also responsible for the development of mitigation measures for reducing agriculture-related greenhouse gas emissions. Ms. Bobroff also contributed to the quantification of future greenhouse gas emissions reductions assuming implementation of the mitigation measures proposed for the Climate Action Plan.

Assistant Project Manager, City of Ojai – Ojai General Plan Update and EIR, Ojai

The City of Ojai is updating their General Plan in partnership with Raimi and Associates and Rincon. Rincon is preparing the Conservation/Open Space, Safety, and Noise Elements and an environmental existing condition report. Ms. Bobroff drafted and finalized the climate change vulnerability assessment report which addressed assets and vulnerable populations at risk to more frequent and extreme wildfire hazards and associated degraded air quality.

Assistant Project Manager, City of Brea – Safety, Environmental Justice, and Housing Element Update, Brea

The City of Brea is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. Ms. Bobroff is preparing updates to the City's Safety Element and preparing new Environmental Justice policies in keeping with new statutory State requirements.

Assistant Project Manager, City of Duarte – Safety, Environmental Justice, and Housing Element Update, Duarte

The City of Duarte is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. Ms. Bobroff is preparing updates to the City's Safety Element and preparing new Environmental Justice policies in keeping with new statutory State requirements.



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Forest Abbott-Lum, MEM

Planner II

Ms. Abbott-Lum is a Master of Environmental Management whose work focuses on climate action and sustainability planning. As a Planner II within Rincon's Sustainability Team, she draws on her expertise in climate change mitigation and adaptation to forecast GHG emissions, update GHG inventories, and implement climate action plans. Ms. Abbott-Lum also draws on her previous experience incorporating culturally appropriate outreach and equitable implementation in organic waste diversion to her climate change adaptation and mitigation work. She is well versed in data analysis, technical report writing, and public-facing communication. She has worked for public and private sector clients to bring forward sustainability projects ranging from a refrigerated warehouse decarbonization project for a grocery delivery startup, to a USDA-funded strategy to expand municipal mid-sized composting for the City of New Haven.

EDUCATION

Master of Environmental Management, Yale School of the Environment

BA, Mandarin Chinese and Environmental Studies, Bennington College

CERTIFICATIONS/REGISTRATIONS

Organizational Greenhouse Gas Accounting Workshop, Greenhouse Gas Management Institute

SELECT PROJECT EXPERIENCE

Planner, City of Pittsburgh – GHG Forecast, Pittsburgh

This project involves GHG emissions analysis and forecasting for the City of Pittsburgh in support of the City's Climate Action Plan. Ms. Abbott-Lum used baseline inventory data to forecast business-as-usual and legislative adjusted scenarios for the City. These quantitative components lay the foundation for the targets and measures that will be included in the Climate Action Plan.

Planner, County of San Mateo – RICAPS Program Greenhouse Gas Inventory Updates and Building Electrification Strategic Support, San Mateo County

This project involves providing strategic guidance and support for the County of San Mateo's RICAPS program, which runs a regional effort to reduce GHG emissions in the county through administration of monthly and quarterly working group meetings, individualized technical support to all local jurisdictions, and annual inventory updates. Ms. Abbott-Lum is currently serving as a planner updating greenhouse gas inventories for Jurisdictions under the County of San Mateo. Services include technical review of past GHG inventories and incorporation of new methodologies, as well as policy support for CAP implementation, with a focus on equitable building electrification. This position requires detailed understanding of GHG reporting methodology, California State climate policy, and sectoral climate data (transportation, waste, water, electricity, natural gas) analysis and manipulation.

Planner, City of Pasadena – Greenhouse Gas Inventory Update, Pasadena

Ms. Abbott-Lum is serving as a planner updating GHG inventories for the City of Pasadena. Responsibilities include updating community and municipal inventories using updated methodologies for methane leakage and transit emissions, data collection, assessment, and analysis.



OTHER WORK EXPERIENCE

Compost Project Coordinator, City of New Haven – Analyzing Organics Management Strategy and Administering Municipal Grants, New Haven, Connecticut

Ms. Abbott-Lum coordinated a \$90k USDA grant to expand urban compost infrastructure, diverting 87+ tons of organics per year from New Haven's waste stream. She developed internal and USDA-facing project update presentations, grant drawdowns, and impact metrics, working closely with the City of New Haven Food System Policy Division Director. She built a framework to assess equity in organics diversion implementation, using historic redlining data and ArcGIS to identify disinvested communities for prioritization. In addition, she built partnerships within the municipal government through targeted outreach to high-level leadership.

Organics Recovery Coordinator, NYC Compost Project – Organics Diversion Policy Outreach and Industrial Composting, New York, New York

Ms. Abbott-Lum co-led and operated an industrial compost site, network of organics diversion drop-off sites, and Mandarin-language culturally appropriate outreach programs for NYC's Zero Waste by 2030 campaign. The compost site she managed served as a model urban compost site for the diversion of post-consumer food waste. She also liaised between community-based organizations to expand the reach of the City's grassroots food scrap diversion efforts, and establish a network of community-led compost sites, supporting the City's climate goals through the diversion of food scraps from landfills.

Graduate Sustainability Consultant, Imperfect Foods – Refrigerated Warehouse Decarbonization, Remote

Ms. Abbott-Lum wrote renewable energy procurement recommendations for refrigerated warehouses, which were delivered to Sustainability Team leadership as part of Imperfect's net zero carbon by 2030 commitment. She also delivered a short-list of renewable energy and renewable energy credit vendors, conducting supplier interviews and synthesizing recommendations based on local renewable market conditions.

Graduate Sustainability Consultant, Tapestry Inc. – Sustainable Materials Procurement Using Textile LCA Data, Remote

Ms. Abbott-Lum synthesized Higg Index LCA scores to create a sustainable materials procurement scorecard for Tapestry's Design and Procurement teams. Analysis was informed by interviews with Materials Management teams in Asia, and application of LCA scores to an existing Coach leather handbag product. As part of a team, she presented findings to C-Suite leadership working closely with the Senior Director of ESG strategy.

Business Innovation Intern, Symbrosia – Carbon Offset Strategy, Kailua-Kona, Hawaii

Ms. Abbott-Lum created a go-to-market strategy for Symbrosia's carbon offset program (offsets are generated by feeding Symbrosia's cultivated red algae to ruminants like dairy cows, reducing enteric methane emissions). She produced a financial analysis of revenue generated from carbon offsets based on organic & conventional dairy industry scenarios. She also engaged and solicited input from Hawaiian community advocates for a community engagement strategy. Additional responsibilities included drafting Generally Recognized as Safe (GRAS) compliance documentation for the Food and Drug Administration and conducting policy research on regulations for animal feed additives.



Rincon Consultants, Inc.*Environmental Scientists · Planners · Engineers***EDUCATION**

BA, Environmental Science,
Sustainability, Willamette
University

Lauren Collar

Adaptation Analyst

Lauren Collar is a Sustainability Planner within Rincon's Environmental Planning and Sustainability Group. Ms. Collar has experience with GHG inventories, data analysis, climate adaptation and mitigation policy development, and technical writing. She is currently responsible for assisting in the preparation of Climate Action Plans, GHG Inventories, GHG Reduction Plans, Safety Elements, Climate Vulnerability Assessments, Climate Adaptation Plans, and Local Hazard Mitigation Plans. She is currently serving as an adaptation analyst for County of Fresno Safety Element update and Climate Vulnerability Assessment, St Helena Safety Element update and Climate Vulnerability Assessment, and City of Calabasas Safety Element update.

SELECT PROJECT EXPERIENCE

Sustainability Planner, County of Fresno - General Plan Update, Fresno County, California (2/2022 – present)

Ms. Collar is serving as a sustainability planner for the Fresno County Safety Element Update and Climate Vulnerability Assessment. Ms. Collar is assessing localized climate impacts, sensitive assets and populations to those climate impacts, and the County's adaptive capacity based on current policies and programs. She is leading the development of locally specific climate adaptation strategies.

Sustainability Planner, City of St Helena – Safety Element and Climate Vulnerability Assessment, St. Helena California (1/2022 – present)

Ms. Collar is the sustainability planner responsible for the development of the St Helena Climate Vulnerability Assessment and the Safety Element Update. She is preparing sections on localized climate impacts, sensitive populations and assets to those climate impacts, and the City's adaptive capacity based on current policies and programs. She is also preparing the City's Safety Element update.

Sustainability Planner, City of Calabasas – Safety Element Update, Calabasas, California (1/2022 – present)

Ms. Collar is serving as a sustainability planner for the City of Calabasas's Safety Element Update. She is assisting with the development of policies and technical content specifically on wildfire and evacuation.

Environmental Planner, Pajaro/Sunny Mesa Community Services District – Local Hazard Mitigation Plan, Monterey, County California (12/2021 – present)

Ms. Collar is the environmental planner responsible for the development of the Pajaro/Sunny Mesa Community Services District's Local Hazard Mitigation Plan. She is preparing sections on hazard identification, vulnerabilities, and mitigation strategies. She is also assisting with community engagement and public outreach for the project.



Rincon Consultants, Inc.

Environmental Scientists · Planners · Engineers



Lilly Rudolph, MPA, AICP

Senior Program Manager

Ms. Rudolph is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of experience ranging from preparing long range planning documents to overseeing civic engagement and outreach strategies. She has processed a range of development applications for cities and counties and has prepared land use-specific ordinances and is experienced in the preparation of nonprofit-funded grant applications and grant management.

EDUCATION

MPA, Baruch College, City University of New York

BA, International Relations, University of California, Davis

CERTIFICATIONS/REGISTRATIONS

American Planning Association, American Institute of Certified Planners (no. 023166)

AFFILIATIONS

Central Coast Section of the California Chapter of the American Planning Association Board member (2011 – 2018, 2020 – present)

2019 American Planning Association California Chapter Conference Mobile Workshop Chair

Leadership Ventura (2013-2014)

SELECT PROJECT EXPERIENCE

City of Ventura Victoria Corridor Development Code Ordinance Amendment

Ms. Rudolph was the project manager for the Victoria Avenue Corridor Plan and Development Code. She wrote smart growth policy language and prepared a form-based development code to implement the City's vision to transform the corridor into a pedestrian-friendly, mixed-use thoroughfare. Ms. Rudolph managed the preparation of a Mitigated negative declaration and presented the project to the Design Review Committee, Planning Commission, and City Council.

City of Ventura Abandoned Shopping Cart Ordinance

Ms. Rudolph, as part of the City of Ventura's Safe and Clean Public Places Initiative, prepared an abandoned shopping cart ordinance to curb the theft, unauthorized use and abandonment of shopping carts that results in blighted neighborhoods and public places. The project involved the preparation of a negative declaration and presentations to the Planning Commission and City Council.

City of Ventura Noise Ordinance Amendment

Ms. Rudolph was the project manager to facilitate entitlements for a summer concert series at Ventura City Hall in an area abutting a hillside residential neighborhood. The effort involved an amendment to the City's noise ordinance to exceed noise thresholds during concert events. The project involved the preparation of a mitigated negative declaration.

City of Ventura Grants Program Coordinator

Ms. Rudolph developed and managed a citywide grants program for the City of Ventura. This effort involved coordinating with all City departments to track grant opportunities, deadlines, and application requirements to maximize potential funding that could be allocated to various City needs.

Planning and Conservation League Foundation Research and Fundraising Assistant

Ms. Rudolph prepared dozens of grant applications for a wide range of environmental initiatives. She tracked grant funding opportunities and application deadlines and requirements and prepared and submitted grant applications, including project scopes, budgets, and deliverables to grantor organizations.





525 S. Hewitt St.
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213.634.3790
climateresolve.org

Jonathan Parfrey
Executive Director

Leading Climate Resolve with strategic direction and intimate familiarity with California, climate, and social change.

SELECTED WORK EXPERIENCE

Climate Resolve; Los Angeles, CA
Executive Director; 2011 – present

Los Angeles Water & Power (LADWP) Board of Commissioners; Los Angeles, CA
Commissioner; 2008-2013

GREEN LA Coalition and Institute; Los Angeles, CA
Executive Director; 2007-2011

Physicians for Social Responsibility; Los Angeles, CA
Executive Director; 1994-2007

FOUNDING MEMBERSHIPS

Alliance of Regional Collaboratives for Climate Action (ARCCA); Co-founder; 2010 – present

Los Angeles Regional Collaborative for Climate Action & Sustainability (LARC); Co-founder; 2008 – present

COMMITTEE MEMBERSHIPS

State of California Climate Adaptation Technical Advisory Group to implement executive order B-30-15; Member; 2016

US Climate and Health Alliance steering committee; Member; Los Angeles, CA; 2016

CicLAvia Board of Directors; Member; Los Angeles, CA; 2008 – present

Los Angeles League of Conservation Voters; President 2010 – 2013; Los Angeles, CA; Member 2005 – present

City of Los Angeles Advisory Committee on the LAX North Runway; Member; Los Angeles, CA; 2007 – 2011

Vision Los Angeles Advisory Committee; Member; Los Angeles, CA; 2009 – 2011



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Santa Susana Field Laboratory, US EPA Interagency Workgroup; Member; Los Angeles, CA; 1999 – 2008

Los Angeles Environmental Executives Roundtable; Co-Chair; Los Angeles, CA; 1996 – 2006

Governor Arnold Schwarzenegger, Environmental Policy Transition Team; Member; Los Angeles, CA; 2003

Governor Gray Davis, Advisory Committee on Radioactive Waste Disposal; Member; Los Angeles, CA; 2000 – 2001

ACADEMIC POSITIONS

Los Angeles Institute for the Humanities; Fellow; Los Angeles, CA; 2014 – present

USC Marshall School of Business; Senior Fellow; Los Angeles, CA; 2011 – present

UCLA Institute of the Environment and Sustainability; Visiting Lecturer; Los Angeles, CA; 2012 – 2013

AWARDS

Los Angeles County Board of Supervisors Chair's Green Leadership Award; 2016

United Nations Association, Southern California, Global Citizen Award; 2016

Durfee Foundation Stanton Fellowship; 2009 – 2011

Durfee Foundation Sabbatical Fellowship; 2002

Paul S. Delp Award; 1992

EDUCATION

BA, History; University of California, Berkeley; 1980

SELECTED PROJECT EXPERIENCE

State of California Climate Adaptation Technical Advisory Group to Implement Executive Order B-30-15. Developed guidelines for implementation of a greenhouse gas reduction target of 40 percent below 1990 levels by 2030.

LA in Sync. Project lead on developing cap and trade-funded mitigation and adaptation projects for Los Angeles and Southern California, in partnership with the Annenberg Foundation.



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EnviroMetro. Climate Resolve leads a coalition of over 60 organizations advocating for sustainable transit priorities in Los Angeles through communications and outreach to the public and to the Metro board of directors as well as legislative advocacy and review of emissions guidelines and projections. Work funded by the Resources Legacy Fund, the David Bohnett Foundation, and WildSpaces.

Southern California Association of Governments – Affordable Housing, Sustainable Communities. Conduct outreach to city governments, affordable housing developers, and communities on the availability of state funds for transit-proximal and sustainable affordable housing development. Provide technical assistance to developers in order to maximize sustainable & affordable development funding in Southern California.

California's Fourth Climate Assessment. Conducted an overview of the efficacy of California's past climate adaptation policies, and developed guidelines on future adaptation action for the State.

Climate Change in Los Angeles Communications Partnership with KCET. A partnership between Climate Resolve and local PBS affiliate KCET to disseminate climate information in Southern California. Focus on using the platform of KCET's broad audience to make scientific information and actionable items accessible and relevant. Worked directly with researchers and universities to coordinate public release of climate studies on the site.



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Gabriel Varela

Associate Director, Outreach Programs

Experienced outreach and community liaison working closely with local communities. Providing grassroots educational opportunities on local issues and continuing to advocate for access to local resources on behalf of the communities he grew up in. Focusing on relationship building by sharing his lived experience as a native Angeleno and learning from the stories of those communities he works with.

EDUCATION

BA, History and Chicano Studies; Cal State Long Beach; Long Beach, CA

MA, History and Chicano Studies; Cal State Long Beach; Long Beach, CA

SELECTED WORK EXPERIENCE

Climate Resolve; Los Angeles, CA

Associate Director, Outreach Programs; October 2018 – present

- Conduct education and outreach to local neighborhood councils, faith groups, and student groups on behalf of a variety of project funders
- Educate communities on the changing temperatures of Los Angeles, specifically extreme heat day increases and the repercussions on health, water supply, energy demand, air quality, and more
- Present available solutions in the Los Angeles region by honing in on cool roofs, cool streets, and energy efficiency/ water conservation options offered by LADWP and other

Grid Alternatives; Los Angeles, CA

Outreach Coordinator & Manager

- Led implementation efforts to engage with low-income communities to promote jobs in the renewable energy industry and the adoption of solar energy systems through the Single-family Affordable Housing Program and the Greenhouse Gas Reduction Fund
- Conducted outreach and education efforts to assist, educate, inform, and engage local section-8 eligible tenants regarding their rights, responsibilities, and options.
- Focused on educating tenants living in properties that were at risk of losing affordability protections.

Community Education for Social Action; Los Angeles, CA

Outreach Educator

- Working out of the International Institute of Los Angeles, led grassroots efforts to educate the local community on a variety of issues directly affecting local neighborhoods including transportation, health disparities, pollution, green spaces, etc.
- Helped initiate a local garden project providing community members with an opportunity to practice gardening as a solution to local food desert issues.

CHRIS DEVLIN

Senior Engineer Planner



EDUCATION

MSc, Transportation Planning and Engineering, University of Leeds, UK, 1991

BA, Economics, Durham University, UK, 1987

YEARS OF EXPERIENCE

With Iteris: **11** Total: **33**

CORE DISCIPLINES

Transportation Planning & Analysis

Travel Demand Forecasting
Geographic Information Systems

Transportation Surveys

Traffic Asset Management Systems

AFFILIATIONS

Institute of Transportation Engineers (ITE)

Orange County Traffic Engineering Counsel (OCTEC)

Mr. Devlin has served as a Senior Engineer Planner of Iteris' Consulting Solutions since 2013. He has 31 years of experience in transportation planning and has managed and participated in a wide variety of transportation studies. These include travel demand forecasting studies, travel surveys, traffic impact studies, parking studies, and corridor studies. Mr. Devlin is an experienced travel demand forecaster having developed and worked on over twenty different traffic models throughout the world. He is proficient in several modeling packages including TransCAD, Cube and emme2in . He has developed model outputs to support the economic, financial and environmental analysis of major highway, transit and aviation projects and well as VMT statistics for SB 743. Mr. Devlin is also proficient in the use of Geographic Information Systems (GIS) for problem-solving, analysis, and presentation of results. He has designed and run GIS training courses specifically for Transportation Planners, including the design and coding of GIS utilities and scripts. Mr. Devlin has also performed several large-scale transportation surveys from the survey design stage, through implementation, data cleaning, database population, and reporting.

Project Experience

[City of Irvine, North Irvine Transportation Mitigation – Five-Year Update.](#)

Project Manager. Mr. Devlin is currently performing the five-year update to the North Irvine Transportation Mitigation (NITM) Traffic Study. The project involves assessment of previously identified improvements at intersections, arterials and freeway mainlines and ramps in North Irvine, to ascertain if they will still be needed. The cost estimates for the each NITM improvement is being updated along with the impact fees that are required to be paid by new development. The project began in February 2021 and will conclude in late 2022.

[City of Irvine, Irvine Business Complex Traffic Study Update. Project Manager.](#)

Mr. Devlin led the traffic analysis and mitigation development for the Irvine Business Complex (IBC) Traffic Study Update. The study looked at over 200 intersections and arterial segments in the City of Irvine and adjacent jurisdictions as well as 60 freeway segments and over 100 freeway ramps. Updates to land uses, traffic counts and highway network improvements were included as part of the study. Traffic impacts associated with the Vision Plan were identified and a series of potential mitigation measures were identified. The project began in February 2018 and concluded in January 2020.

[Senate Bill 73 \(SB 743\) Implementations – Cities of Irvine, Glendora, Laguna Niguel, and Seal Beach, CA](#)

Mr. Devlin assisted several jurisdictions with the implementation of SB 743, a law that involves transitioning away from Level of Service (LOS) to the use of Vehicle Miles Travelled (VMT) for assessing transportation impacts. In this role, Mr. Devlin supported City staff from both a technical and policy standpoint including presenting at public meetings and stakeholder outreach events. The projects started in June 2019 and were completed in 2020.

CHRIS DEVLIN

Senior Engineer Planner



Carson Neighborhood Mobility Plan, Southern California Association of Governments (SCAG) – Carson, CA

Mr. Devlin was part of a multidisciplinary team under contract with SCAG, assisting the development of the City of Carson's Neighborhood Mobility Plan. Using performance measures derived from the 2016 Regional Transportation Plan/Sustainable Communities Strategy, scenarios of neighborhood mobility improvements such as bike share, bicycle paths, NEV lanes, and pedestrian improvements and land use changes were modeled to demonstrate their changes to forecasted travel patterns. The project team coordinated with the City's General Plan Update effort to ensure consistency with the scenario and citywide planning. The project started in July 2018 and completed in June 2019.

Climate Action Plan Vehicle Miles Traveled (VMT) Analysis – Various Cities

Mr. Devlin served as a Task Lead for VMT analysis for the Climate Action Plans of the City of Irvine, and the Cities of Los Angeles, La Canada Flintridge, Industry, and South Pasadena. As part of the Greenhouse Gas (GHG) inventory for on-road transportation, the VMT of trips originating or destined for the jurisdictions was calculated using the regional travel demand model, with additional off-model, local street estimates. To estimate the ability to reduce VMT, city policies related to transportation were reviewed and Mr. Devlin worked with the Cities to develop strategies to further reduce GHG emissions from transportation sources by assessing and quantifying the GHG reduction potential of various policies, projects, and programs.

South Orange County MPAH Amendments/Los Patrones Parkway Extension – County of Orange

Mr. Devlin used the OCTAM traffic model to develop traffic forecasts to analyze five MPAH amendments in South Orange County including the proposed Los Patrones Parkway extension from Cow Camp Road to Avenida La Pata. Mr. Devlin revised OCTAM's TAZ structure, land use and networks to account for proposed new development in Rancho Mission Viejo. The study also analyzed the potential removal of four other Masterplan of Arterial Highway (MPAH) improvements in the area with and without the potential widening of Ortega Highway. Level of service analysis was performed using both Intersection Capacity Utilization (ICU) methodology and Highway Capacity Manual (HCM) for Caltrans

locations. Synchro analysis of potential roundabout locations was performed and VMT calculated for CEQA requirements. As part of this project the team developed a spreadsheet-based ICU worksheet for the County to replace an obsolete computer program. The project started in June 2020 and was completed in December 2020.

On-Call Transportation Engineering Services – City of Buena Park, CA

Mr. Devlin served as part of the Iteris team acting as On-Call Transportation Engineer for the City of Buena Park. He supported City Staff with completion of transportation engineering functions within the City's Public Works Department. Mr. Devlin periodically worked on-site at City Hall, providing as-needed services to support City services in the Public Works, Planning, and Police Departments. He supported the review of new development plans, the completion of new traffic signal installations or signal upgrades, and the response to citizen inquiries regarding traffic flow and safety conditions. Mr. Devlin's involvement was from January 2018 through January 2019.

I-405 Design-Build Improvement Project, Orange County Transportation Authority (OCTA) – Orange County, CA

Mr. Devlin serves as a Transportation Planner as part of a multidisciplinary design and construction team on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Mr. Devlin is providing review of the TMP and MOT components. The TMP includes detour routes and supporting traffic analysis for partial or complete closures for 17 arterial overcrossings and over 35 freeway ramps. The project began in February 2017 and is ongoing.

SEAN T. DALY, AICP, PTP

Senior Planner



EDUCATION

MCP, City Planning, University of Pennsylvania, 2002

BA, Geography, University of California, Los Angeles, Minor in Public Policy, 1998

YEARS OF EXPERIENCE

With Iteris: **18** Total: **24**

REGISTRATIONS & CERTIFICATIONS

American Institute of Certified Planners (AICP)
AICP #021297

Professional Transportation Planner (PTP)
PTP #23

Transportation Worker Identification Credential (TWIC®)
TWIC #1107253

CORE DISCIPLINES

Transportation Planning
Traffic Engineering & Operations
Goods Movement

AFFILIATIONS

American Planning Association (APA)
American Society of Civil Engineers (ASCE)

Mr. Daly is a Senior Planner for Iteris' Consulting Solutions. He has 22 years of public sector and professional consulting experience in transportation planning and has been with Iteris since 2006. Sean's approach to planning puts people first to ensure access and connectivity rather than barriers and isolation. He is supported by Iteris' focus on to bring professional planning services to his clients through a broad array of knowledge, expertise and experience.

Previous to Iteris, Sean was the Transportation Improvement Program Manager at the Boston Metropolitan Planning Organization (MPO). He is the Membership Officer for the American Planning Association (APA) Louisiana Chapter, and previously served on the National Planning Conference Committee as the Mobile Workshop Chair for the 2018 National Planning Conference in New Orleans. He is the past Chair of the ASCE Louisiana Transportation and Development Institute, and currently serves on the St. Tammany Parish Board of Zoning Adjustment.

Project Experience

Freight Corridors Study, Ventura County Transportation Commission – Ventura County, CA

Sean was the Project Manager for the Ventura County Freight Corridors Study, a partnership between the Ventura County Transportation Commission, the Port of Hueneme, Caltrans and the Southern California Association of Governments to identify and prioritize the most significant freight corridors for safer, more efficient, and sustainable freight connections. The team worked with community and industry groups and the general public to refine the objectives, focus analysis efforts, and develop solutions with the greatest benefit to both the County's economic competitiveness and environmental health to establish a more thorough understanding of the highway and rail freight corridors in Ventura County, along with key related local roads, and use the knowledge to inform future planning and investment decisions. The project began in 2019 and completed in fall 2021.

Valley Boulevard Multimodal Transportation Improvement Project – Los Angeles, CA

Mr. Daly is the Iteris project manager and traffic analysis lead for the Valley Boulevard Multi-Modal Transportation Improvement Project which envisions transformative corridor improvements for all modes of transportation, including auto, bus, bicycle and pedestrian activities along the corridor. With this project, City of Los Angeles Bureau of Engineering, in partnership with City Council District 14, aims to improve transit service, connectivity and ridership as well as increase safe access for travelers to employment centers, educational facilities, healthcare facilities, parks and recreational centers in the area. The development of existing conditions, conceptual alternatives, and alternatives analysis are part of this phase of the project. The project started in Fall 2020 and is ongoing.



SEAN T. DALY, AICP, PTP

Senior Planner



Neighborhood Mobility Plan – City of Carson, CA

Mr. Daly was the transportation task lead for the Carson Neighborhood Mobility Plan to increase density at key neighborhood nodes along with coordinated active transportation improvements to improve non-auto access to everyday needs. Mr. Daly developed a process to analyze the isolated VMT reduction of NMA transportation improvements. Overall, there were eight separate calculations of the VMT reduction analysis of NMA improvements. Five calculated the change in infrastructure supporting walking and biking and three calculated localized neighborhood trip-making due to changes in neighborhood land use. Overall, the analysis forecasted an approximately two percent reduction in daily VMT through shifts to active and other non-automobile modes of transportation, particularly for short trips. The project began in July 2018 and completed in July 2019.

Last-Mile Freight Delivery Study – City of Los Angeles, CA

Mr. Daly was the project manager for a multidisciplinary team studying issues of last-mile freight. In an era of Complete Streets planning, accommodation of delivery is often left out of the discussion and process—despite the fact that every active land use receives deliveries on a daily basis. The study provided delivery strategies in areas of limited street space based on the issues encountered in street typologies across the City of Los Angeles. The process was guided by a Project Advisory Committee composed of government and industry stakeholders who reviewed the technical analysis of GIS data, case study location information, field data collection and surveys of local stakeholders. The product of the effort was a strategy toolbox to address issues of last mile freight delivery to enhance both goods movement and broader community goals. The study was completed in 2019.

Compton Boulevard Complete Streets Planning and KBK Site Traffic Impact Analysis – City of Compton, CA

Mr. Daly served as the CEQA transportation analyst and QA/QC for the Compton Boulevard Complete Streets Planning and KBK Site Traffic Impact Analysis. Transportation analysis of the projects located near the Compton A (Blue) Line station in Compton included multimodal assessment of the proposed projects. The project included a reimagination of

Compton Boulevard, with conceptual design of protected bike lanes, curb extensions, and mid-block crossings. The project began in June 2020 and completed in February 2021.

Street Closure and Lane Reduction Feasibility Study – South Pasadena, CA

Mr. Daly is the Project Manager for a study of the feasibility analyzing the potential impacts associated with the closure of Meridian Avenue between Mission Street and El Centro Avenue, and the removal of one travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue. The results of the traffic study will be used to guide policy decisions on options to support economic activity such as outdoor dining and vending and support the implementation of the Downtown Specific Plan. The project began and was completed in fall 2021.

Local Roadway Safety Plan – San Ramon, CA

Sean is the safety analysis and countermeasure development lead for the Local Roadway Safety Plan for the City of San Ramon. The LRSP provides analysis to proactively address safety needs and challenges in a systemic approach to identify a prioritized list of improvements and actions based on cost-effective safety countermeasures. The LRSP will position the City to apply for state funding through the Caltrans Highway Safety Improvement Program (HSIP) calls-for-projects cycles.

South Bay Measure R Highway Program, South Bay Cities Council of Governments (SBCCOG) – Los Angeles County, CA

Mr. Daly was instrumental in developing the South Bay Measure R Highway Program Implementation Plan which outlines the ongoing process of allocating \$900 million in Measure R sales tax revenue to improve highway operations over a 30-year period in the South Bay area of Los Angeles County. This included a process to identify and evaluate eligible projects, estimate cost and schedule, and enable a consensus-driven decision making process to allocate funding. In the second phase of this project, Iteris performed a program management role, conducting updates to the Implementation Plan, assessing system performance, establishing a nexus of non-highway projects to the highway system operations, and annual budget requests for project funding, monitoring individual project progress and making recommendations for project corrections if one is delayed. The project completed in 2017.



R. Paul Herman

CEO, Founder, Chief Investment Officer

Mr. Herman is experienced in designing strategies to fund and finance municipalities and climate action projects for investors and issuers. Climate action funding can both reduce green-house gas emissions (GHGs) and can generate a positive return on investment (ROI).

Herman founded HIP (Human Impact + Profit) Investor in 2006 to serve investors seeking to build a better world via their portfolios and capital allocations. HIP rates more than 130,000 investments, including 120,000 Muni Bond Issuers and Impact Entities (Cities, Counties, States, Energy + Water Utilities, Transportation Districts, Housing Agencies, Hospitals, Universities + Community Colleges, School Districts, and Sovereigns). The HIP Ratings quantify the health, wealth, earth, equality, and trust of issuers based on actual performance metrics. HIP's clients include several of the top 10 investment managers in muni bonds, as well as in climate action.

EDUCATION

B.Sci., Finance and Entrepreneurship, The Wharton School at the University of Pennsylvania (Philadelphia PA)

CERTIFICATIONS/ACCREDITATIONS

Series 65 Investment Advisor
 Fundamentals of Sustainability Accounting (FSA) Credential I

YEARS OF EXPERIENCE

31

AFFILIATIONS

Sustainability Accounting Standards Board (SASB.org), Advisor
 Financial Technical Advisory Committee, Mayor's Council on Climate Change, joint group among Cities of Sacramento CA and West Sacramento CA

PUBLICATIONS

The HIP Investor: Make Bigger Profits by Building a Bigger World (Wiley, 2010), author
The Global Handbook of Impact Investing (Wiley, 2020), co-editor

SELECT PROJECT EXPERIENCE

Project Manager, CDP – Social Equity and Project Finance, Matchmaker Sustainable Infrastructure Project. Herman, HIP team and social equity leaders developed project profiles, financing menus, webinars, and contributed to the Making Climate Infrastructure Equitable Toolkit and Workbook. Resources were informed by work with a cohort of 30 CDP Matchmaker cities funding the next wave of equitable climate action and can be used by local governments pursuing social equity in infrastructure, funding and financing sustainability projects.

Project Consultant, and co-Author, Climate Risks and Opportunities in the Great Lakes Region: Leveraging Green Infrastructure as a Resilience Measure for Stormwater Infrastructure. Herman and Resilient Infrastructure Sustainable Communities (RISC) team co-authored this regional review analyzing four pillars county by county - climate risks, social vulnerability, workforce agility, and fiscal affordability. This research identifies which communities can become more resilient, and more ready for investors, sooner rather than later, and how to prioritize high impact climate action.

Project Director, and co-Author, Urban Sustainability Directors Network (USDN) – Financing Sustainable Cities Scan and Toolkit. Herman and the HIP team co-authored this action-oriented "how-to toolkit" for cities to source implementable and emerging funding mechanisms that can support cities striving towards bold climate action and sustainability. Participating cities included Palo Alto CA, Oakland CA, Berkeley CA, Vancouver BC, Phoenix AZ, Ithaca NY, Ann Arbor MI, and Milwaukee WI.

Project Director, and co-Author, Urban Sustainability Directors Network (USDN) – Funding and Financing Climate Action. Herman and the HIP team identified key pathways cities to investments and partnerships for resourcing Climate Action Plans to mitigate climate change consequences and enhance community resilience.

Project Director, and co-Author, Cities of Oakland CA, Fremont CA, San Luis Obispo CA, Bend OR, Columbia MO, and Anchorage AK – Funding and Financing Climate Action Maps. Each map is a customized, detailed approach, like a road map, to decide where to prioritize and allocate to climate action based on available resources, whether financial or partnerships or both. Cities can (1) select a climate action, (2) weigh the array of options for funding and financing, synthesizing into that equation their unique

political environment and financial resources, and (3) validate those high-potential options with case studies and partner possibilities. Herman and the HIP team have worked directly with the cities listed above to incorporate funding and financing pathways from Climate Action Maps into each of their specific Climate Action Plans.

Climate Finance Strategist. Cities of Livermore CA, Chico CA, and County of Santa Clara CA. Herman and the HIP team are building actionable climate action funding approaches into each of the cities' climate action plans.



EDUCATION

BA, Economics and Psychology,
 University of North Carolina,
 Chapel Hill

CERTIFICATIONS/ ACCREDITATIONS

Fundamentals of Sustainability
 Accounting (FSA) Credential I

IDEO Human Centered Design
 for Social Innovation

Acumen's Lean Principles for
 Social Impact

YEARS OF EXPERIENCE

11

Nick Gower

Senior Vice President - Municipal Analytics, Client Services

Mr. Gower has experience designing strategies to fund and finance municipalities and climate action plans (CAPs) from both the investor and the project-development perspectives. These strategies can both finance equitable progress and results towards climate action goals, as well as opportunities for innovative investment and partnerships to achieve greenhouse gas (GHG) reductions and potential financial return on investment.

In 2012, Mr. Gower launched HIP Investor (HIP)'s data-driven municipal sustainability and impact ratings and has continued to grow and evolve them over the past eight years. HIP now rates over 120,000 Issuers and Impact Entities (cities, counties, states, energy + water utilities, transportation districts, housing agencies, hospitals, universities + community colleges, school districts, and sovereigns) and has led teams in reviewing more than 40,000 issuances, including "green bonds."

SELECT PROJECT EXPERIENCE

Project Manager, CDP – Social Equity and Project Finance, Matchmaker

Sustainable Infrastructure Project. Gower, HIP team and social equity leaders developed project profiles, financing menus, webinars, and contributed to the Making Climate Infrastructure Equitable Toolkit and Workbook. Resources were informed by work with a cohort of 30 CDP Matchmaker cities funding the next wave of equitable climate action and can be used by local governments pursuing social equity in infrastructure, funding and financing sustainability projects.

Project Consultant, and co-Author, *Climate Risks and Opportunities in the Great Lakes Region: Leveraging Green Infrastructure as a Resilience Measure for Stormwater Infrastructure*.

Gower and Resilient Infrastructure Sustainable Communities (RISC) team co-authored this regional review analyzing four pillars county by county - climate risks, social vulnerability, workforce agility, and fiscal affordability. This research identifies which communities can become more resilient, and more ready for investors, sooner rather than later, and how to prioritize high impact climate action.

Project Manager, and co-Author, Urban Sustainability Directors Network (USDN)

– *Financing Sustainable Cities Scan and Toolkit*. Gower and the HIP team co-authored this action-oriented "how-to toolkit" for cities to source implementable and emerging funding mechanisms that can support cities striving towards bold climate action and sustainability. Participating cities included *Palo Alto CA, Oakland CA, Berkeley CA, Vancouver BC, Phoenix AZ, Ithaca NY, Ann Arbor MI, and Milwaukee WI*.

Project Manager, and co-Author, Urban Sustainability Directors Network (USDN)

– *Funding and Financing Climate Action*. Gower and the HIP team identified key pathways cities to investments and partnerships for resourcing Climate Action Plans to mitigate climate change consequences and enhance community resilience.

Project Manager, and co-Author, Cities of Oakland CA, Fremont CA, San Luis Obispo CA, Bend OR, Columbia MO, and Anchorage AK – *Funding and Financing*

Climate Action Maps. Each map is a customized, detailed approach, like a road map, to decide where to prioritize and allocate to climate action based on available resources, whether financial or partnerships or both. Cities can (1) select a climate action, (2) weigh the array of options for funding and financing, synthesizing into that equation their unique political environment and financial resources, and (3) validate those high-potential options with case studies and partner possibilities. Gower and the HIP team have worked directly with the cities listed above to incorporate funding and financing pathways from Climate Action Maps into each of their specific Climate Action Plans.

Climate Finance Strategist. Cities of Livermore CA, Chico CA, and County of Santa Clara CA. Gower and the HIP team are building actionable climate action funding approaches into each of the cities' climate action plans.

JULIANO CALIL Ph.D.

Santa Cruz, CA, 95060
juliano.calil@gmail.com | +1 (310) 302-7968

WORK AND LEADERSHIP EXPERIENCE

Co-Founder and Senior Scientist at Virtual Planet Technologies, Santa Cruz, CA, August 2018 – Present.

- Developing and Deploying immersive solutions to support climate outreach. Supporting multiple projects at various coastal and inland locations including: Turner Station, MD, Santa Cruz, Monterey, Long Beach, Huntington Beach, Santa Barbara, and Paradise in CA. More at VirtualPlanet.tech

Adjunct Professor, Middlebury Institute of International Studies at Monterey, CA, August 2017 – Present.

Courses include: Sustainable Coastal Management, and Research Strategies for Environmental Policy

- Adjunct Professor in the International Environmental Policy (IEP) master's degree program, in the Oceans and Coastal Resources Management (OCRM) concentration.

Senior Research Fellow, Center for the Blue Economy, Monterey, CA, August 2017 – Present.

- *Climate Change Vulnerabilities in the Coastal Mid-Atlantic Region*

Senior Scientist & Subject Matter Expert Advisor in California, February 2015 – Present.

- *City of Santa Cruz, Climate Adaptation Plan Update. Santa Cruz, CA, April 2017 – 2018.*
- *City of Imperial Beach, Sea Level Rise Assessment. Santa Cruz, CA, February 2015 – September 2016.*

Independent researcher supporting various projects for The Nature Conservancy, June 2011 – June 2015.

Focused on Coastal Adaptation, Hazard Mitigation and Climate Change Impacts

- 'Economic Impacts of Climate Adaptation Strategies for Southern Monterey Bay' report.
- Developed a Beach Ecology Index covering the biotic and physical environment, and human impacts (2015).
- Supported a cost/benefit analysis of 'engineered' versus 'nature-based' defenses to mitigate coastal flooding related to climate change at the Gulf Coast of the U.S. (2012 to 2013).
- Developed a multi-criteria spatial analysis model to identify and prioritize areas where coastal floods intersect with natural habitats in California. Reviewed hazard mitigation grants and policies; Presented results at the California Emergency Management Agency (Cal EMA) (2011 to 2012).
- Graduate Student Fellow (Summer of 2011).

VIP Consulting (formerly MyITgroup), Los Angeles, CA, September 2003 – January 2011

Program Manager / Data Warehouse (DW) and Business Intelligence (BI) Solutions Architect

PriceWaterhouseCoopers LLC, Boston, MA, December 2000 – September 2003

Principal Consultant – Data Warehouse Practice

Panex Consulting, Houston, TX, May 2000 – December 2000

Lead Data Warehousing Consultant at Compaq Computer Corporation (now HP).

SAP Brasil, São Paulo, Brazil, September 1998 – May 2000

Senior data warehousing consultant responsible for all aspects of the first SAP-BW project in South America.

EDUCATION

Doctor of Philosophy (Ph.D.) in Ocean Sciences / Coastal Adaptation | March 2017

University of California, Santa Cruz (UCSC), Ocean Sciences Department

Dissertation: Multidisciplinary approaches to Coastal Adaptation.

Continued

EDUCATION ctd.

Master of Environmental Science and Management (MESM), Climate and Energy focus | March 2012

University of California at Santa Barbara, Bren School of Environmental Science & Management

Thesis: The Effects of Climate Change on the Production Costs of the Dairy Industry in the U.S.

Bachelor of Business Administration (BBA) | December 1997

Fundação Armando Álvares Penteado – São Paulo, Brazil

Final Thesis: Business Plan for an internet cafe in São Paulo, Brazil (completed with Honors).

SELECTED PUBLICATIONS

- **Calil, J.**, Gutiérrez-Graudinš, M., Munguia, S., Chin, C. UN Environment (2021) “Neglected: Environmental justice impacts of plastic pollution” United Nations Environment Programme (UNEP), Nairobi. (in press).
- **Calil, J.**; Fauville, G.; Queiroz, A.C.M.; Leo, K.L.; Mann, A.N.; Wise-West, T.; Salvatore, P.; Bailenson, J.N. (2021) “Using Virtual Reality in Sea Level Rise Planning and Community Engagement” *Water* 2021 (in review).
- Colgan, C.S., **Calil J.**, Kite-Powel, H., Jin, D., Hoagland, P. (2018) “Climate Change Vulnerabilities in the Coastal Mid-Atlantic Region”. Mid-Atlantic Regional Council on the Ocean (MARCO). <http://midatlanticocean.org/report-assesses-mid-atlantic-coasts-economic-vulnerability-to-climate-change/>
- Reguero B.G., Beck M.W., Bresch D.N., **Calil J.**, Meliane I. (2018) “Comparing the cost effectiveness of nature-based and coastal adaptation: A case study from the Gulf Coast of the United States” *PLOS ONE* 13(4): e0192132. <https://doi.org/10.1371/journal.pone.0192132>
- **Calil, J.**, Rueda, A., Reguero, B., Losada, I. J., Mendez, F. J. (2017) "Comparative Coastal Risk Index (CCRI): A multidisciplinary risk index for Latin America and the Caribbean", *PLOS ONE* (In press).
- **Calil, J.**, Newkirk S. (2017) "Aligning Natural Resource Conservation, Flood Hazard Mitigation, and Social Vulnerability Remediation in Florida," *Journal of Ocean and Coastal Economics*: Vol. 4: Iss. 1, Article 4. DOI: <https://doi.org/10.15351/2373-8456.1074>
- **Calil, J.**, Beck M.W., Gleason M., Merrifield M., Klausmeyer K., Newkirk S. (2015) "Aligning Natural Resource Conservation and Flood Hazard Mitigation in California" *PLOS ONE* 10(7): doi:10.1371/journal.pone.0132651.
- **Calil, J.**, Silvester, A., Stelzl, K., & Wissel-Tyson, C. (2012). "The Effects of Climate Change on the Production Costs of the Dairy Industry in the United States". Master's thesis available at: <https://goo.gl/4KilKJ>

AWARDS, FELLOWSHIPS, and HONORS

- UCSC's Chancellor's Graduate Teaching Fellows program, 2016. “Multidisciplinary Approaches to Coastal Climate Adaptation” course offered to graduate and undergraduate students; winter 2016.
- Alumni Association Award for best talk at UCSC's Graduate Research Symposium; 2016.
- Ocean Sciences Outstanding Student Award; UCSC, 2015; Qualifying Exam with Honors; UCSC, 2014.
- Cota Robles Fellowship; for potential to become excellent faculty or researcher in institutions of higher education and foster diversity in graduate education (2012 – 2017); \$72,000.
- Student Research and Education Award; Friends of the Long Marine Lab; (2014 – 2015); \$1,000.
- Fundação Armando Álvares Penteado, undergraduate scholarship (1996– 1997); \$2,000; Completed undergraduate end of course paper with honors; FAAP, 1997.

Appendix B

Standard Fee Schedules

Rincon – Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$280
Director I	\$280
Senior Supervisor II	\$245
Supervisor I	\$228
Senior Professional II	\$212
Senior Professional I	\$197
Professional IV	\$174
Professional III	\$161
Professional II	\$145
Professional I	\$128
Associate III	\$117
Associate II	\$102
Associate I	\$95
Senior GIS Specialist	\$160
GIS/CADD Specialist II	\$140
GIS/CADD Specialist I	\$125
Technical Editor	\$130
Project Accountant	\$110
Billing Specialist	\$95
Publishing Specialist	\$110
Clerical	\$95

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Rincon – Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.36 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.20 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.

Subconsultants – Standard Fee Schedule

Personnel	Hourly Rate
Climate Resolve	
Project Manager	\$176.81
Engagement Lead	\$111.10
Engagement Planner II	\$83.06
Engagement Planner I	\$89.92
Project Assistant	\$71.21
Iteris, Inc.	
Senior Transportation Lead	\$230
Transportation Analyst	\$150
HIP Investors	
Funding and Financing Lead	\$200
Funding and Financing Analyst	\$200
Virtual Planet Technologies, LLC	
Virtual Reality Project Lead	\$140
3D Modeler/Environmental Artist	\$75

RESOLUTION NO. 8184

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE FISCAL YEAR 2022-2023 ADOPTED BUDGET
TO APPROPRIATE FUNDING FOR PHASE I OF THE CLIMATE ACTION AND
RESILIENCE PLAN**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

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

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending July 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

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

SECTION 1. The following adjustment is made to the City Budget:

CARP Funding: SoCalGas Climate Adaptation & Resiliency

Increase in Expenditures: \$50,000

Account No. 110-310-7527-4270

SECTION 2. 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 17th day of October, 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. 8184 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 17th day of October, 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 October, 2022.

Julia Fritz, City Clerk

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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: October 17, 2022

Subject: Discussion and Informational Update on Maintenance Efforts on the Mission City Bike Trail

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file this informational report on maintenance efforts on the Mission City Bike Trail;
- b. Discuss the options of adding new solar lights and security cameras on the bike trail; and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. The Mission City Bike Trail is a bike and pedestrian path, approximately 1.1 miles in length, which extends within the shared Metrolink corridor from Jessie Street on the eastern City limit to Hubbard Street on the western City limit (Attachment "A").
2. Public Works staff is required to maintain the trail, which includes an eight-foot wide concrete paved path, as well as an additional 16 feet of vegetated buffer between the path and the fenced-off Metrolink track.
3. Along the bike trail, there are 62 light poles, which staff also maintains.

ANALYSIS:

The following is a summary of recent maintenance efforts along the Mission City Bike Trail, as well as research efforts into new lighting and security equipment that could enhance the safety of the trail for the community.

Discussion and Informational Update on Maintenance Efforts on the Mission City Bike Trail

Page 2 of 4

The Mission City Bike Trail is broken into four sections where street access is available, as shown in Table 1 below:

Table 1. – Mission City Bike Trail Segments

Segment ID#	Entry Point	Terminal Point	Segment Length
1	Jessie St.	Brand Blvd.	0.2 miles
2	Brand Blvd.	Maclay Ave.	0.1 miles
3	Maclay Ave.	Orange Grove Ave.	0.6 miles
4	Orange Grove Ave.	Hubbard St.	0.2 miles

Lighting on the Mission City Bike Trail.

There are a total of 62 light poles along the Mission City Bike Trail. However, only half of the poles have lights, which are of an older solar technology. Staff has researched placing new solar lights on each of the 62 poles. These lights produce up to 76,000 lumens, which is approximately three times brighter than street lights that are located within the downtown mall area. An example of these lights are found in Attachment “B”. These solar lights could be motion-sensor activated and can run continuously for over 24 hours from the charge built up on the solar panel over the course of a normal sunny to cloudy day. The approximate cost is \$500 per solar light.

Removing Dense Vegetation/Placing Mulch.

Over the summer, staff removed very dense vegetation that had developed within the buffer areas between the path and the Metrolink tracks. In particular, heavy brush had developed on Segments 3 and 4 (Maclay Avenue to Hubbard Street). Before and after pictures of this work is found in Attachment “C”. Insufficient lighting and dense vegetation contributed to security concerns for those using the trail.

Following removal of the dense vegetation, staff is looking to simplify maintenance by placing clean mulch with the buffer zones to keep weeds under control and provide a clean look adjacent the concrete path. This will be an ongoing project over the next several months.

Adding a Security Camera.

Staff from Public Works and the Police departments have worked together to explore options for adding security cameras on some of the light poles. Strategically-placed cameras coupled with maintenance and patrols by Public Works and Police has the potential to enhance the safety of this part of the Mission City Bike Trail. As a ball-park cost, it is estimated that the cost of each camera unit would be approximately \$5,000. There would be an approximate cost of \$10,000 on an annual basis to provide off-site monitoring of the video footage collected from these units.

Maintenance Effort on the Mission City Bike Trail.

Due to the length of the Mission City Bike Trail, staff has been able to provide basic level service each day for approximately one hour to change out trash cans and address graffiti abatement needs. However, staff has been augmented in recent months through the use of Community

Discussion and Informational Update on Maintenance Efforts on the Mission City Bike Trail

Page 3 of 4

Service workers who are able to increase the total number of work hours on the Mission City Bike Trail each day to four hours. This has helped to control litter in more heavily trafficked regions of the Mission City Bike Trail and assist with controlling the vegetation in the buffer areas.

Staff is looking to increase service to the area, by adding bi-weekly pressure washing of the concrete path near its entrances and restriping of the center line to promote its shared use for pedestrians and cyclists. Staff also seeks to increase the number of Community Service workers to help provide more regular litter control.

BUDGET IMPACT:

The addition of lighting and security cameras has the potential to enhance safety along the Mission City Bike trail. Staff determined that funds accumulated through the Street Lighting Fund (Fund 027) can be used to pay for the solar lighting enhancement with the common area of the Mission City Bike Trail. The purchase of security cameras would require an appropriation from potential sources, such as the American Rescue Plan Act (ARPA) funds. For the purpose of the table below, funding is listed as “to be determined”.

SOURCES		
Fund	Account Number	Allocation
Street Lighting Fund	027-3110-0000	\$ 31,000
<i>To be determined</i>	TBD	\$ 60,000
Total Sources:		\$ 91,000

USES		
Activity	Account Number	Cost
Purchase of new solar lights (62 total)	027-344-0000-4500	\$ 31,000
Purchase of 4 new cameras and monitoring	TBD	\$ 60,000
Total Uses:		\$ 91,000

CONCLUSION:

It is recommended that the City Council receive and file a report from staff on the Mission City Bike Trail and provide direction to staff on the following options:

1. Consideration of use of the Street Lighting Fund to purchase 62 new solar lights.

Discussion and Informational Update on Maintenance Efforts on the Mission City Bike Trail

Page 4 of 4

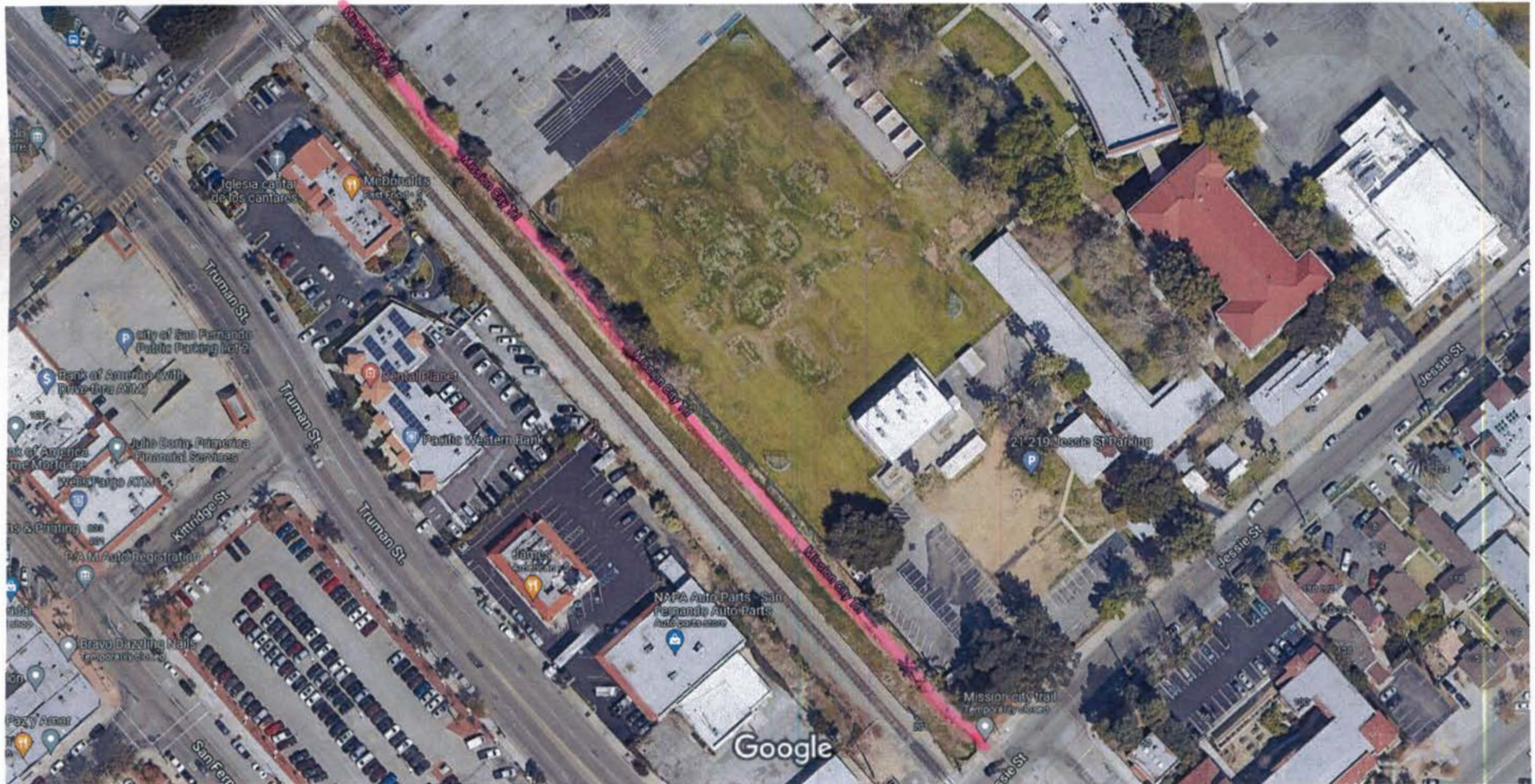
2. Consideration to purchase up to four security cameras with monitoring services. Request staff to research potential funding sources for the camera equipment and ongoing monitoring services and return to City Council with an update on the potential locations to add cameras and the potential benefits of installing them on the bike path.
3. Any other direction the City Council deems appropriate.

ATTACHMENTS:

- A. Map of the Mission City Bike Trail
- B. Example specifications for new solar lights
- C. Photos of recent maintenance efforts along the trail (before and after)



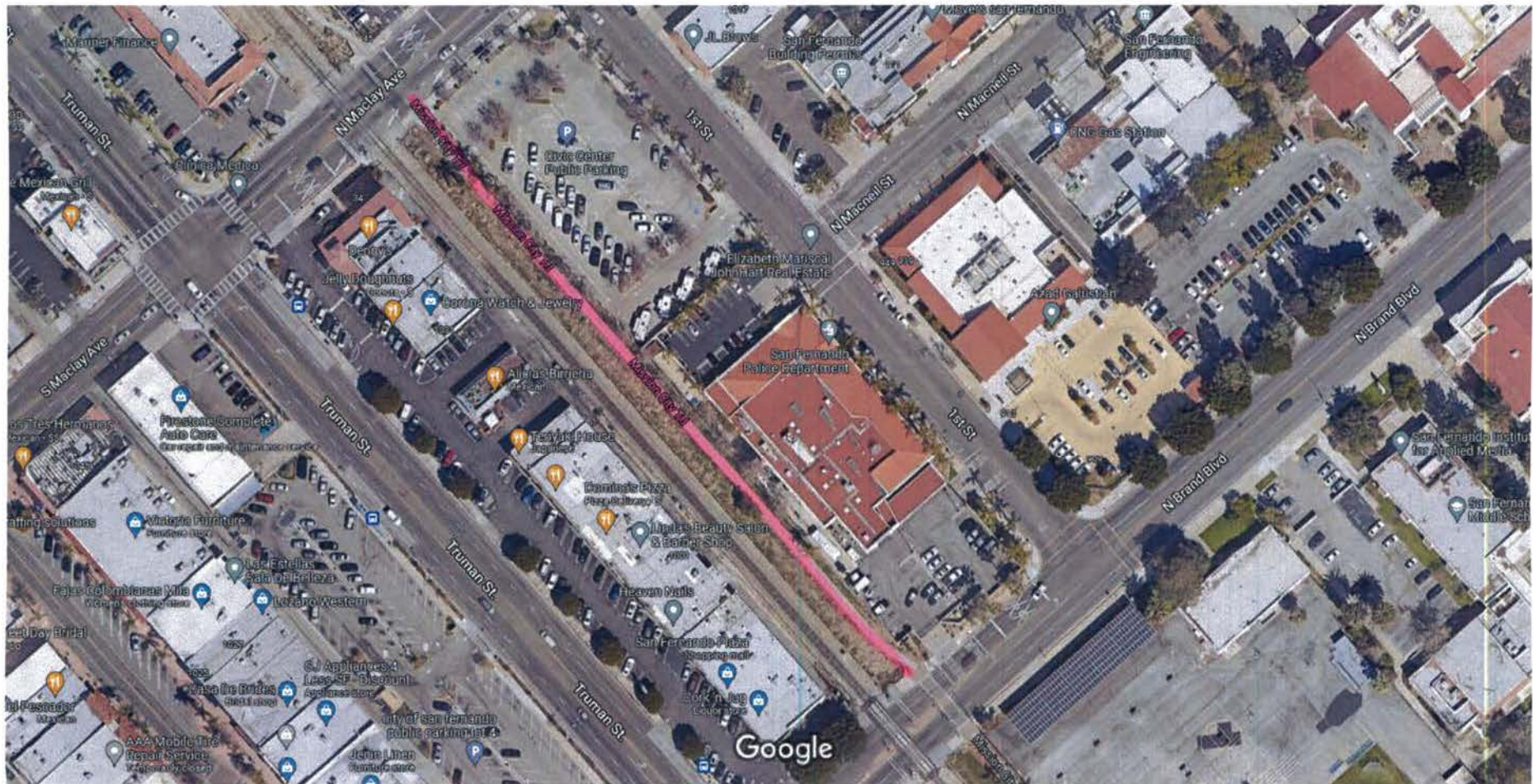
Mission City Bike Trail - Jessie Street to Brand (Segment 1)



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft



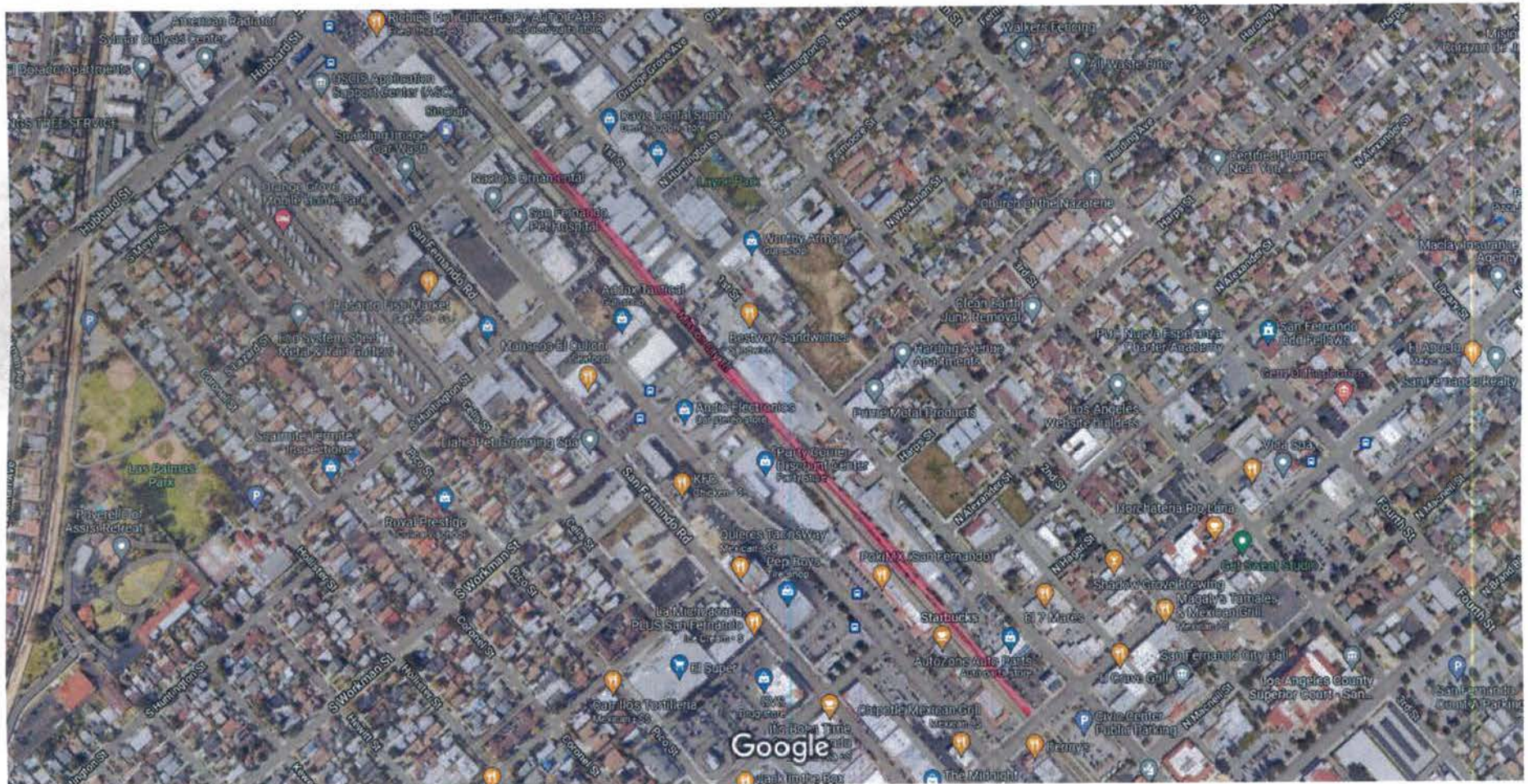
Mission City Bike Trail - Brand to Maclay (Segment 2)



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 50 ft



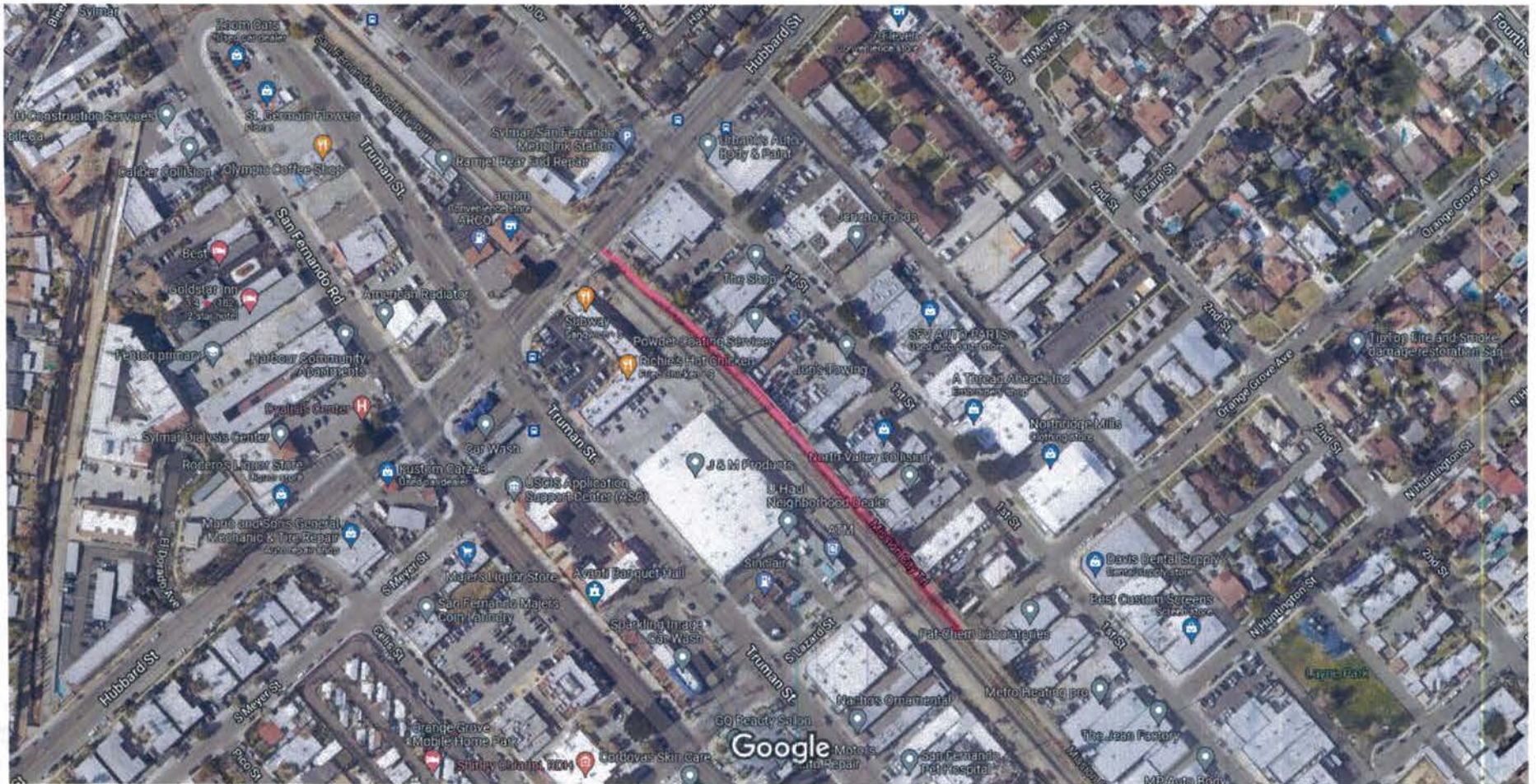
Mission City Bike Trail - Maclay to Orange Grove (Segment 3)



Map data ©2022, Map data ©2022 200 ft



Mission City Bike Trail - Orange Grove to Hubbard (Segment 4)



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 100 ft

ATTACHMENT "B"

WE DON'T KNOW WHEN OR IF THIS ITEM WILL BE BACK IN STOCK.

Product details

Brand	AXLTFDH
Material	Aluminum
Style	Garden
Light fixture form	Floodlight
Indoor/Outdoor Usage	Outdoor
Power Source	Solar Powered

- This outdoor solar street light can be charged and lighting even if on sunny or cloudy days. After fully charged in 4-6 hours, it can be illuminated at least 18-36 hours in motion sensor mode or 12-20 hours in constant light mode.
- The solar street lamp is a high power LED chip, low power consumption, high brightness, low light decay, energy-saving, and environmental protection. Use a large capacity lithium battery with a long lifetime up to five years, eliminating the need to frequently replace your fixture, save installation and maintenance, and electricity bills costs.
- This led street lighting can also be controlled by remote control as you need. The three different modes appeal to a wider range of users than some of the other products—— dusk to dawn, motion sensing and timing mode.
- Compared with solar street light with separate panels and lamp, integrated solar street light are easy to install and are the first choice for places where sunshine is full. IP67 waterproof grade make it works well even in bad weather all year round. The housing is sealed tightly, so you won't have to worry about dead bugs, pooled water, or anything else piling up inside.
- This outdoor solar powered lights comes with assembly accessories set, the pole lights comes with adjustable metal bracket, Mount on the wall, pole, tree, balcony, anywhere outdoor. No wiring required, no maintenance. Ideal for street and roads, courtyard, parks, squares, private gardens, courtyard, etc.

^ See less product details



Roll over image to zoom in

ATTACHMENT "C"



Dense vegetation in the buffer zone next to bike path. Prior to clearing by maintenance staff.



Dense vegetation in the buffer zone next to bike path. Prior to clearing by maintenance staff.



Dense vegetation in the buffer zone next to bike path. Prior to clearing by maintenance staff.



Vegetation cleared in buffer zone next to path.



Vegetation cleared in buffer zone next to path.



Vegetation cleared in buffer zone next to path.



Vegetation cleared in buffer zone next to path. Vegetation needs to be cleared on the Metrolink side of the fence.



Vegetation cleared in buffer zone next to path. Vegetation needs to be cleared on the Metrolink side of the fence.



Vegetation has been cleared on south side of Metrolink tracks.



Vegetation still needs to be cleared on north side of Metrolink tracks.

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Celeste Rodriguez

Date: October 17, 2022

Subject: Discussion and Consideration Regarding City Membership to Join California Contract Cities Association

RECOMMENDATION:

I have placed this item on the agenda for the City Council to:

- a. Discuss City membership to join [California Contract Cities Association \("CCCA"\)](#) to enhance the City's legislative capacity and professional development opportunities; and
- b. Provide direction to staff, as applicable.

BACKGROUND:

This agenda item will provide an opportunity for City Councilmembers to learn about California Contract Cities and the potential benefits of San Fernando becoming a member city, specifically regarding legislative advocacy and professional development.

ANALYSIS:

California Contract Cities Association represents 79 cities and more than 7.5 million residents, CCCA's strength the ability to navigate the legislative and policy making processes. CCCA has fiercely advocated for the rights of cities to practice the contracting model and to strengthen local control since 1957. CCCA is the premier advocacy association in Los Angeles County and beyond and have advocated successfully for member cities for more than 63 years.

CCCA's network of service providers is to serve cities and constituencies to promote collaborative governance across sectors. These collaborations provide unprecedented opportunities for efficiencies in better serving the public significant cost savings.

Discussion and Consideration Regarding City Membership to Join California Contract Cities

Page 2 of 2

BUDGET IMPACT:

The membership cost for San Fernando for the Calendar Year 2022-2023 is \$3,800.

ATTACHMENTS:

- A. PowerPoint Presentation Membership Benefits
- B. Request to Agendize an Item for City Council Discussion/Consideration





California Contract Cities Association

City Membership Benefits Presentation





Our Mission

Advance the benefits of the Contracting Model and strengthen Local Control.





Our Purpose

- **Educate** members on current and emerging legislation/policy so they can better serve their communities.
- **Advocate** on behalf of our member cities when local control is threatened.
- **Network** with elected officials, county and state agencies, non-profits, and private-sector companies to foster long-lasting relationships.
- **Collaborate** with local governments to share best-practices and thereby promoting the best of what local government has to offer.
- **Serve** as a liaison between local, county, and state governments.





Contract Cities Fast Facts

- Established in 1957 to address issues relating to city contracts.
- Second largest local government advocacy association in California.
 - Focused on issues affecting local control.
- Full-time executive director and staff.





Benefits of Membership with CCCA

- **Stability**
 - Three executive directors in 65+ years
 - Solid member base
 - Strong support from Associate Members (corporate partners)
- **Strength in numbers**
 - 79 cities strong (Los Angeles, Riverside, San Bernardino, Ventura Counties)
 - More than 60 associate members
- **Continued growth**
 - Added 9 new cities in the last five years
- **Aggressive Advocacy**
 - Lobbying efforts were key in removing cities from AB1250 language
 - Successfully amended AB1912 which would have increased city pension liabilities
- **Affordable membership dues**





Most Recent Accomplishments

- **Legislative Advocacy**

- Successfully negotiated cities out of AB 1250
- Successfully defeated SB54
- Ongoing efforts to combat unintended consequences of SB9
- Successfully defeated AB 1886

- **County-Wide Policy Advocacy**

- Earned a seat on L.A. County's Blue-Ribbon Commission on Homelessness (Marcel Rodarte)
- Well-positioned CCCA as the go-to Association with L.A. County Board of Supervisors





Current CCCA Focus Areas

- **Continued enhancement of member city benefits**
 - Additional training (elected officials, city managers, other city staff)
 - Increased engagement for new and current member city elected officials and staff
 - Strengthening local control
- **Expand associate membership and benefits**
 - Create more value for associate member partners
- **Increased Advocacy**
 - Housing
 - Funding
 - Public safety
 - Water
 - Homelessness





CCCA Events and Meetings

- January: Sacramento Legislative Tour
- March: L.A. County Local Advocacy Day
- May: Annual Municipal Seminar
- September/October: Fall Educational Summit
- November: City Managers Summit
- December: All-Cities Holiday mixer
- 1st Wednesday of each month: Executive Board Meeting
- 3rd Wednesday of each month: Board of Directors Meeting
 - Dark in January, July, and December
- 4th Wednesday each month: City Managers Luncheon





Thank you for your time!



From: [Nick Kimball](#)
To: [Julia Fritz](#)
Subject: Fw: Agenda Item
Date: Wednesday, October 12, 2022 2:37:18 PM
Attachments: [CCCA City Membership Benefits Presentation.pptx](#)

FYI. Please use as attachment for Councilmember Rodriguez item.

Nick Kimball
City Manager
City of San Fernando
O.818.898.1202

Sent from my mobile device.

From: Celeste Rodriguez
Sent: Wednesday, October 12, 2022 12:40 PM
To: Nick Kimball <NKimball@sfcity.org>
Subject: Re: Agenda Item

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached a presentation that Contract Cities will be able to provide at the meeting.

Thank you,

On Wed, Oct 12, 2022 at 11:45 AM Celeste Rodriguez wrote:

Hello Nick,

I would like to add to the agenda "Consideration of joining Contract Cities to enhance the City's legislative strength."

This agenda item will provide an opportunity for Council to learn about Contract Cities and the potential benefits of San Fernando becoming a member, specifically regarding the City's legislative agenda. I would also appreciate if staff provided their recommendation, including a cost-benefit analysis.

Thank you,
Celeste

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME CELESTE RODRIGUEZ	TITLE COUNCILMEMBER
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Consideration Regarding City Membership with California Contract Cities to Enhance the City's Legislative Strength

PRIORITIES

Is this included in the current FY priorities?

☒ Yes ☐ No

BUDGET

Is this a budgeted item?

☐ Yes ☒ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.

☒ Yes ☐ No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

To provide an opportunity for Council to learn about Contract Cities and the potential benefits of San Fernando becoming a member, specifically regarding the City's legislative agenda. I would also appreciate if staff provided their recommendation, including a cost-benefit analysis.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Consider city membership

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AGENDA REPORT

To: Vice Mayor Pacheco and Councilmembers

From: Mayor Mary Mendoza

Date: October 17, 2022

Subject: Consideration and Discussion to Address Certain Comments Made by City of Los Angeles Councilmembers Gil Cedillo and Kevin de León

RECOMMENDATION:

I have placed this on the agenda for City Council discussion to submit a letter to the City of Los Angeles calling for the immediate resignation of Los Angeles Councilmembers Gil Cedillo and Kevin de León for their racial disparaging comments.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. Request to Agendize an Item for City Council Discussion/Consideration

From: [Mary Mendoza](#)
To: [Nick Kimball](#)
Cc: [Julia Fritz](#); [Crystal Solis](#)
Subject: Agenda Item for 10/17/22
Date: Wednesday, October 12, 2022 11:22:00 AM

Hi Nick,

I would like to place an agenda item for Monday's meeting to discuss comments made by L.A. City Council Members Nury Martinez, Kevin De Leon, and Gil Cedillo and give staff direction.

Mary Mendoza
Mayor

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

MARY MENDOZA

TITLE

MAYOR

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

DISCUSSION REGARDING COMMENTS MADE BY LA COUNCILMEMBERS NURY MARTINEZ,
GIL CEDILLO AND KEVIN DE LEON

PRIORITIES

Is this included in the current FY priorities?
☐ Yes ☒ No

BUDGET

Is this a budgeted item?
☐ Yes ☒ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.
☐ Yes ☒ No \$
BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*ATTACHMENTS *Do you have any attachments to include?*
☐ Yes ☐ No
RECOMMENDATION *Indicate the direction you are recommending.*

Request to submit a letter to the City of LA calling for the immediate resignations of Los Angeles Councilmembers Nury Martinez, Gil Cedillo and Kevin de León