



SAN FERNANDO

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, NOVEMBER 21, 2022 - 6:00 PM

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

SPECIAL NOTICE REGARDING COVID-19

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

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

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

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

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

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – November 21, 2022

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CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING

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

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

Meeting ID: 833 6022 0211

Passcode: 924965

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

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

A. PRESENTATION FROM GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD

DECORUM AND ORDER

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

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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PUBLIC STATEMENTS

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.

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 and read into the record.

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. April 19, 2021 –Special Meeting
- b. April 19, 2021 – Regular Meeting
- c. November 7, 2022 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-112 approving the Warrant Register.

3) CONSIDERATION TO AUTHORIZE A CHANGE ORDER TO PURCHASE ORDER NO. 12729 WITH STAGE PLUS FOR STAGE AND SOUND SERVICES

Recommend that the City Council:

- a. Authorize a Change Order to Purchase Order with Stage Plus (No. 12729) increasing the amount by \$20,412, from \$19,000 to \$39,412; and
- b. Authorize the City Manager to execute the Change Order to Purchase Order No. 12729.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENTS WITH HOUSEAL LAVIGNE ASSOCIATES, LLC DBA HOUSEAL LAVIGNE FOR PREPARATION OF THE 6TH CYCLE (2021-2029) HOUSING ELEMENT UPDATE

Recommend that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Houseal Lavigne Associates, LLC dba Houseal Lavigne (Contract No. 1972(a)) for preparation of the 6th Cycle (2021-2029) Housing Element Update to increase the contract amount by \$45,080 from \$259,920 to \$305,000 and extend the contract to December 31, 2024; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

5) CONSIDERATION TO ACCEPT GRANT FUNDS AWARDED BY THE UNITED STATES DEPARTMENT OF JUSTICE UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1988

Recommend that the City Council:

- a. Accept the United States Department of Justice grant in the amount of \$21,891.62 intended to cover fifty percent of the cost for body armor vests for all sworn and reserve police personnel;
- b. Adopt Resolution No. 8194 amending the budget of Fiscal Year 2022-2023 to appropriate the grant revenues and expenses;
- c. Approve the purchase of 40 body armor vests from Dana Safety Supply through a cooperative purchasing contract with BuyBoard in accordance with Chapter 2, Article VI, Division 6, Section 2-802 of the City of San Fernando Municipal Code; and
- d. Authorize the City Manager to execute a Purchase Order in an amount not to exceed \$42,241.

6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING FINAL PARCEL MAP NO. 74153 LOCATED AT 927 SEVENTH STREET, ASSESSOR'S PARCEL NO. 2515-028-014

Recommend that the City Council adopt Resolution No. 8193 approving Final Parcel Map No. 74153 for 927 Seventh Street.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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PUBLIC HEARING

7) A PUBLIC HEARING TO CONSIDER APPROVING AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR TURN-KEY DESIGN, ENGINEERING, AND CONSTRUCTION SERVICES FOR SOLAR, HEATING, VENTILATION, AND AIR CONDITIONING, AND BATTERY ENERGY STORAGE SYSTEMS AT CITY FACILITIES

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, provide direction on an Energy Savings Performance Contract with Willdan Energy Solutions (Contract No. 2126) for Turn-Key Design, Engineering, and Construction Services for either:
 - Option No. 1: Solar, Heating, Ventilation, and Air Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities; or
 - Option No. 2: HVAC at the Police Department facility;
- c. Consider the adoption of Resolution No. 8195 adopting required findings and authorizing the City Council to execute an Energy Savings Performance Contract with Willdan Energy Solutions; and
- d. Authorize the City Manager to execute the Agreement and all related documents.

ADMINISTRATIVE REPORTS

8) UPDATE AND DISCUSSION FROM THE 100-YEAR ANNIVERSARY OF WOMEN’S RIGHT TO VOTE AD HOC COMMITTEE RELATED A MURAL COMMEMORATING THE 100TH ANNIVERSARY OF WOMEN GAINING THE RIGHT TO VOTE

Recommend that the City Council:

- a. Receive an update from the 100-Year Anniversary of Women’s Right to Vote Ad Hoc;
- b. Provide input regarding the proposed process for developing a commemorative mural on City-owned property; and
- c. Provide direction to staff, as appropriate.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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9) CONSIDERATION AND DISCUSSION REGARDING ALLOCATION AND DISTRIBUTION OF INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS FOR FISCAL YEAR 2022-2023 TOWARDS THE 100-YEAR WOMEN'S RIGHT TO VOTE ANNIVERSARY COMMEMORATIVE MURAL

This item was agendized by Councilmember Sylvia Ballin.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: November 17, 2022 (5:30 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meetings of the Successor Agency to the San Fernando Redevelopment Agency and will be identified as (SA) following the item, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

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

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

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 19, 2021 – 5:00 P.M.
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Ballin called the special meeting to order at 5:03 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Hector A. Pacheco and Celeste Rodriguez

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

APPROVAL OF AGENDA

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS - WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:04 P.M.)

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

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

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – April 19, 2021
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San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

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

Title of Employee: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on April 19, 2021, at 5:00 p.m.

ADJOURNMENT

The City Council adjourned the special meeting to the regular meeting of April 19, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 19, 2021, Special 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**

**APRIL 19, 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 6:14 p.m.

Present:

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Director of Finance Diego Ibañez, Director of Public Works Matt 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 to table Agenda Item 8 regarding City Council Strategic Goals to a date uncertain. Motion failed due to a lack of second.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to approve the agenda as presented. The motion carried with Councilmember Pacheco absent.

It was noted that Councilmember Hector A. Pacheco joined the meeting at 6:31 p.m.

PRESENTATIONS

- A) EDUCATION COMMISSION CERTIFICATE OF RECOGNITION - APRIL STUDENTS OF THE MONTH
- KAUSHIKI PRAJAPATI (San Fernando Elementary School)
 - LUIS ZELAYA (Academy of Scientific Exploration at Cesar E. Chavez Learning Academies)

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B) PRESENTATION RECOGNIZING NATIONAL ARBOR DAY

PUBLIC STATEMENTS

The following submitted public comments submitted via email stating opposition to the closure of St. Ferdinand Catholic School and requested City support:

Elizabeth Gutierrez
Benjamin Gutierrez
Jose B. Gutierrez
M. Lourdes Gutierrez
Jason Anderson
Hilda Gutierrez
Gina Franco
Martha Gill

CONSENT CALENDAR

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to approve Consent Calendar Items 1 through 5:

- 1) CONSIDERATION TO APPROVE MINUTES FOR THE APRIL 5, 2021 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE THE PURCHASE OF TWO 2021 FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM WONDRIES FLEET GROUP
- 4) SECOND READING AND ADOPTION OF ORDINANCE NO. 1701 APPROVING AN AMENDMENT TO CHAPTER 26, ARTICLE V (FLOODPLAIN MANAGEMENT) TO ADOPT FLOODPLAIN MANAGEMENT REGULATIONS AND AN UPDATED FLOOD INSURANCE STUDY ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY
- 5) CONSIDERATION AND APPROVAL TO RENAME THE CDBG AD HOC COMMITTEE TO COVID-19 RELIEF PROGRAM AD HOC COMMITTEE TO BROADEN THE SCOPE OF DISCUSSIONS TO INCLUDE CDBG FUNDS AND THE AMERICAN RESCUE PLAN ACT FUNDS

The motion carried, unanimously.

ADMINISTRATIVE REPORTS

Agenda Item No. 7 was moved up on the Agenda to be considered before Item No. 7.

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- 7) CONSIDERATION AND DISCUSSION REGARDING DRAFTING AND SUBMITTING A LETTER TO THE ROMAN CATHOLIC ARCHDIOCESE OF LOS ANGELES IN REQUESTING RECONSIDERATION OF THE DECISION TO CLOSE ST. FERDINAND CATHOLIC SCHOOL AT THE CONCLUSION OF THE CURRENT SCHOOL YEAR

City Manager Nick Kimball presented the staff report and provided an update regarding communications that occurred subsequent to this meeting between school officials, Mayor Ballin and Vice Mayor Mendoza.

It was noted that Mayor Ballin left the meeting at 7:20 p.m.

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to consider submitting a letter to the Archdiocese of Los Angeles requesting the Archdiocese reconsider their decision and keep St. Ferdinand Catholic School open and authorize the City Manager to draft and submit such letter on behalf of the City Council. The motion carried with Mayor Ballin absent.

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

City Manager Kimball presented the staff report and responded to Councilmember questions. The City Council received and filed the presentation.

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

City Manager Kimball presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Mendoza, seconded by Councilmember Montañez to approve the revised Five-year City Council Strategic Goals for Fiscal Year 2022–2027, as amended, to include an additional strategic goal under “Preserve Beautiful Homes and Neighborhoods”, listed as item one, as follows: “Facilitate common sense housing to preserve the charm of San Fernando”, reorder the strategic goals to move “Focus on Community First” as the first category and “COVID-19: Responding to a Pandemic” as the last category. The motion carried with Mayor Ballin absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Venegas announced the annual reorganization of the Parks, Wellness, and Recreation Commission appointing Jason Hayes as Chair and Reverend Sandy Richards as Vice Chair and mentioned the first meeting for Layne Park’s Revitalization Project seeking community input will be held via zoom on April 21, 2021, at 6:30 p.m.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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Director of Public Works Baumgardner provided an update on Measure W and will be meeting with a consultant and the San Fernando Mall Association regarding conceptual designs of the trash enclosures and disposals in the mall.

City Clerk Fritz had no updates to report.

Director of Finance Ibañez announced the proposed Fiscal Year 2021-2022 Budget will be presented at the next City Council meeting.

Police Chief Vairo announced National Night Out has been moved to October and read the following statement regarding a recent incident involving San Fernando Police Officers:

“The City takes the gravity and tragedy of officer involved shootings very seriously, especially when involves the loss of a life. The Police Department’s standard procedure and protocol in this type of incident’s is to request that the Los Angeles County Sheriff Department Homicide Division conduct an investigation, along with the Los Angeles County District Attorney’s Office. This ensures that the investigation will be handled in a transparent, objective, and professional manner. As there is an ongoing investigation, it would not be appropriate at this time for me or other representatives of the Police Department to offer comment or speculation regarding the incident. With this in mind, I ask for the public’s patience and understanding as well as patience from those family members directly impacted by these events.”

City Manager Kimball spoke about the City’s Housing Element, mentioned he held discussions with residents and businesses regarding a community meeting being held on May 6, 2021 receive feedback on the Parking Master Plan and reported on the recruitment status for the Director of Community Development.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez suggested that an item be agendaized to discuss police protocols and procedures; and thanked staff for their hard work and Council for the collaboration.

Councilmember Pacheco spoke about having a high level of rapport and relationship with the Police Department and the community.

Councilmember Montañez thanked Chief Vairo for his statement regarding the incident, spoke about COVID-19 updates, and mentioned she is looking forward to hiring the new Director of Community Development.

Vice Mayor Mendoza thanked staff for all their work.

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ADJOURNMENT

Vice Mayor Mendoza adjourned the meeting at 8:37 p.m. to the next regular City Council Meeting of May 3, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of April 19, 2021, City Council meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 7, 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: 01p.m.

Present:

Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco (arrived at 5:30 p.m.) and Councilmembers Sylvia Ballin, Cindy Montañez, and Celeste Rodriguez (telephonically at 5:02 p.m.)

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

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL

None

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

By consensus, Councilmembers recessed to Closed Session.

Vice Mayor Pacheco arrived directly into Closed Session and Councilmember Rodriguez telephonically joined Closed Session at 5:02 p.m.

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SPECIAL MEETING MINUTES – NOVEMBER 7, 2022**

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

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

All Unrepresented Employees

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on November 7, 2022, at 5:00 p.m.

ADJOURNMENT

The City Council adjourned the special meeting at 6:06 p.m. to the regular meeting at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 7, 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: November 21, 2022

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-112 (Attachment “A”) approving the Warrant Register.

BACKGROUND:

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

The Director of Finance/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. 22-112, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 22-112

**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. 22-112**

**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 21st day of November 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. 22-112, 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 21st day of November, 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 November, 2022.

Julia Fritz, City Clerk

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11/15/2022 12:14:41PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229017	11/21/2022	894242 3G SIGNS	1129		SFV MILES FLYERS	
			1134	12789	110-420-3748-4260	355.87
				12789	MARKETING PRODUCTION FOR SPOR	
					001-423-0000-4270	494.75
					Total :	850.62
229018	11/21/2022	892552 A & M CATERING, INC.	1066		FOOD CATERING SRV FOR (4) SR CLU	
			1067	12672	004-2380	8,103.37
				12672	FOOD CATERING SRV FOR (4) SR CLU	
					004-2380	8,103.37
					Total :	16,206.74
229019	11/21/2022	890104 ABBA TERMITE & PEST CONTROL	51774		BEEHIVE REMOVAL-426 MACNEIL	
			51865		001-346-0000-4260	115.00
			51932		BEEHIVE REMOVAL-12960 FOOTHILL B	
					070-383-0000-4260	115.00
					BEEHIVE REMOVAL-721 JESSIE	
					070-383-0000-4260	115.00
					Total :	345.00
229020	11/21/2022	891587 ABLE MAILING INC.	36724		MAILING AND FULFILLMENT SERVICES	
				12682	072-360-0000-4300	103.85
				12682	070-382-0000-4300	103.85
			36725		WATER ENVELOPE STORAGE-OCT 202	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	232.70
229021	11/21/2022	888356 ADVANCED AUTO REPAIR	1572		VEH. MAINT., REPAIRS & MINOR BODY	
			1573	12802	041-320-0390-4400	548.05
			1574	12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0390-4400	994.83
			1575	12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0225-4400	356.92
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
					041-320-0390-4400	334.42

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vchlist
11/15/2022 12:14:41PM

Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229021	11/21/2022	888356 ADVANCED AUTO REPAIR	(Continued)			
			1576		VEH. MAINT., REPAIRS & MINOR BODY	
			1577	12802	041-320-0224-4400	445.86
			1581	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1583	12802	041-320-0225-4400	695.85
			1584	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1585	12802	041-320-0228-4400	117.18
			1586	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1587	12802	041-320-0224-4400	414.99
			1588	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1589	12802	041-320-0225-4400	193.01
			1590	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1591	12802	041-320-0311-4400	185.39
			1592	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1593	12802	041-320-0225-4400	1,611.59
			1594	12802	VEH. MAINT., REPAIRS & MINOR BODY	
			1596	12802	041-320-0228-4400	1,329.45
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0152-4400	182.23
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	072-360-0000-4400	308.63
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0225-4400	2,948.99
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0222-4400	1,489.07
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0224-4400	250.68
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0228-4400	400.31
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	029-335-0000-4400	397.23
				12802	VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0390-4400	292.73
					Total :	13,497.41
229022	11/21/2022	887377 AKEMON, DOLORES	NOV 2022		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00

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229022	11/21/2022	887377 887377 AKEMON, DOLORES	(Continued)		Total :	75.00
229023	11/21/2022	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR SR CLUB ACTIVITIES 004-2346	218.16 218.16
229024	11/21/2022	100143 ALONSO, SERGIO	OCT 2022	12730	MARIACHI MASTER APPRENTICE INST 109-424-3637-4260	1,207.50 1,207.50
229025	11/21/2022	100175 AMERICAN WATER WORKS ASSOC.	7002053155		AWWA ANNUAL RENEWAL 070-381-0000-4380	487.00 487.00
229026	11/21/2022	100165 AMERICAN WATER WORKS, INC.	33570		TRAILER E-BRAKE CABLE-PW8086 029-335-0000-4400	49.82 49.82
229027	11/21/2022	100188 ANDY GUMP INC.	INV971684	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
			INV971685	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	217.28
			INV971686	12762	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	336.34 890.11
229028	11/21/2022	100222 ARROYO BUILDING MATERIALS, INC	273927	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	261.76
			276315	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-370-0301-4300	13.72
			317003	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	3.93
			333290	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	24.90 304.31
229029	11/21/2022	889942 ATHENS SERVICES	13240774	12725	STREET SWEEPING SERVICES-NOV 20 011-311-0000-4260	17,443.40

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229029	11/21/2022	889942 889942 ATHENS SERVICES	(Continued)		Total :	17,443.40
229030	11/21/2022	891209 AUTONATION SSC	514549	12790	"FORD" GENUINE PARTS 041-1215	611.86 611.86
229031	11/21/2022	892426 BEARCOM	5463299	12693	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260	12,191.39 12,191.39
229032	11/21/2022	887764 BENNETT-BOWEN LIGHTHOUSE	3020690		GAS SNIFFER REPAIR 070-383-0000-4260	68.25 68.25
229033	11/21/2022	891301 BERNARDEZ, RENATE Z.	655	12700	INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	300.00 300.00
229034	11/21/2022	893591 BIOMEDICAL WASTE DISPOSAL	118820		BIOMEDICAL WASTE PICKUP 001-224-0000-4270	100.00 100.00
229035	11/21/2022	888800 BUSINESS CARD	101722		PROFESSIONAL DEVELOP CONFEREN 001-115-0000-4360	1,500.00
			101822		DINNER FOR CC & STAFF-CC MTG 10/1 001-101-0000-4300	89.95
			101822		CC BUS-SANTA ROSA SCHOOL TRANS 007-440-0443-4260	569.00
			101922-1		SUPPLIES-DIA DE LOS MUERTOS EVEI 004-2346	84.38
			101922-2		SUPPLIES-DIA DE LOS MUERTOS EVEI 001-424-0000-4300	20.21
			101922-3		SUPPLIES-DIA DE LOS MUERTOS EVEI 001-424-0000-4300	48.42
			102122		REBATE 001-101-0000-4300	14.05
			102122		LODGING MMASC CONFERENCE	-3.60

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229035	11/21/2022	888800 BUSINESS CARD	(Continued)			
			102522		001-105-0000-4370	744.05
			102622		MCB FALL BALL	
			102722		017-420-1330-4300	137.75
			103122		ORAL BOARD LUNCH - PD	
					001-225-0000-4370	132.05
					ORAL BOARD LUNCH-PD	
					001-225-0000-4370	96.36
					FINANCE CHARGES	
					001-190-0000-4435	245.48
					Total :	3,678.10
229036	11/21/2022	888800 BUSINESS CARD	100522		SUPPLIES	
			100722		001-222-0000-4300	265.85
			101022		SUPPLIES	
			101422		001-222-0000-4300	229.01
			102122		SUPPLIES	83.77
			102422		LODGING-SLI CLASS	
			102522		001-225-0000-4360	422.70
					SUPPLIES	
					001-222-0000-4300	433.39
					LODGING-SUPERVISOR SCHOOL TRAI	
					001-225-0000-4360	555.20
					LODGING-SUPERVISOR SCHOOL TRAI	
					001-225-0000-4360	555.20
					Total :	2,545.12
229037	11/21/2022	100466 CACEO	300016790		MEMBERSHIP DUES-F MIRANDA	
			300016945		001-152-0000-4380	100.00
			300016946		MEMBERSHIP DUES-J RAYGOZA	
					001-152-0000-4380	100.00
					MEMBERSHIP DUES-T MATSUOKA	
					001-152-0000-4380	100.00
					Total :	300.00
229038	11/21/2022	887810 CALGROVE RENTALS, INC.	162008-1		CORE DRILL HAND HELD RENTAL	

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229038	11/21/2022	887810 CALGROVE RENTALS, INC.	(Continued)			
			162018-1		070-384-0000-4320	145.49
			162393-1		CITY WIDE STUMP REMOVAL	
			162408-1		001-311-0000-4430	683.54
					CORE DRILL HAND HELD RENTAL	
					070-384-0000-4310	195.68
				12708	GENERATOR & LIGHT TOWER RENTAL	
					001-424-0000-4260	986.80
					Total :	2,011.51
229039	11/21/2022	892464 CANON FINANCIAL SERVICES, INC	29348732		COPIER MAINTENANCE SERVICE-OCT	
				12701	001-135-0000-4260	651.40
					Total :	651.40
229040	11/21/2022	893932 CARDENAS, JUAN	103022		ENTERTAINMENT-DIA DE LOS MUERTC	
					004-2385	700.00
					Total :	700.00
229041	11/21/2022	894010 CHARTER COMMUNICATIONS	0010518102922		REC PARK CABLE-10/29-09/28	
			10369101822		001-420-0000-4260	247.50
			196309102322		PD CABLE SERVICE-10/18/22-11/17/22	
			222204102922		001-222-0000-4260	454.77
					INTERNET SERVICES 10/23/22-11/22/22	
					001-190-0000-4220	1,399.00
					PW OPS CENTER-CABLE 10/29/22-11/21/22	
					043-390-0000-4260	137.03
					Total :	2,238.30
229042	11/21/2022	893645 CHASE	32384		INTEREST PAYMENT-DEC 2022	
					070-385-0806-4405	10,450.00
					Total :	10,450.00
229043	11/21/2022	101957 CITY OF LOS ANGELES, FIRE DEPT	SF230000006		FIRE SERVICE - DEC 2022	
					001-500-0000-4260	257,072.99
					Total :	257,072.99
229044	11/21/2022	103029 CITY OF SAN FERNANDO	4874-4912		REIMB TO WORKERS COMP ACCT	

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229044	11/21/2022	103029 CITY OF SAN FERNANDO	(Continued)		006-1038	15,914.77
					Total :	15,914.77
229045	11/21/2022	890893 CITY OF SAN FERNANDO	NOV 2022		CITY PROPERTIES UTILITY BILLING-NC 043-390-0000-4210	6,558.66
					Total :	6,558.66
229046	11/21/2022	890893 CITY OF SAN FERNANDO	AUG 2022		COMMISSIONER'S STIPEND DONATION# 001-115-0000-4111	75.00
			JULY 2022		COMMISSIONER'S STIPEND DONATION# 001-115-0000-4111	75.00
			OCT 2022		COMMISSIONER'S STIPEND DONATION# 001-115-0000-4111	75.00
			SEPT 2022		COMMISSIONER'S STIPEND DONATION# 001-115-0000-4111	75.00
					Total :	300.00
229047	11/21/2022	100805 COOPER HARDWARE INC.	131933	12799	MISC. SUPPLIES FOR P.W. OPERATION 070-384-0000-4310	71.14
					Total :	71.14
229048	11/21/2022	100491 CPS HR CONSULTING	TR-INV000953		TESTING MATERIALS 001-106-0000-4270	434.50
					Total :	434.50
229049	11/21/2022	892888 CWE	22434	12523	REGIONALPARK INFILTRATION PROJEI 010-310-0620-4600	62,937.76
					Total :	62,937.76
229050	11/21/2022	888951 DOMINGUEZ, WALTER	TRAVEL-4		PER DIEM-SUPERVISORY LEADERSHI# 001-225-0000-4360	135.00
					Total :	135.00
229051	11/21/2022	889121 EDGESOFT, INC.	3312	12728	AIMS SYSTEM MAINTENANCE-SEPT 202 055-135-0000-4260	2,080.00
			3318	12728	AIMS SYSTEM MAINTENANCE-OCT 202 055-135-0000-4260	2,080.00

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229051	11/21/2022	889121 EDGESOFT, INC.	(Continued) 3323	12728	AIMS SYSTEM MAINTENANCE-NOV 202 055-135-0000-4260	2,080.00
					Total :	6,240.00
229052	11/21/2022	894082 ELIAS, LILIA LETICIA	121022		SENIOR DANCE CLEAN UP SERVICE-1: 004-2380	208.00
					Total :	208.00
229053	11/21/2022	890401 ENVIROGEN TECHNOLOGIES INC	0013655-IN	12503	ION EXCHANGE NITRATE REMOVAL TF 070-385-0857-4600	445,200.00
			0013723-IN	12737	OCT'22-MAINT., REPAIR, PARTS, LABOF 070-384-0857-4260	45,633.00
					Total :	7,814.52
229054	11/21/2022	890879 EUROFINS EATON ANALYTICAL, INC	3800010330	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	2,804.00
			3800010841	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	150.00
			3800010844	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	219.00
			3800010845	12731	ENVIRONMENTAL DRINKING WTR LAB 070-384-0000-4260	467.00
					Total :	3,640.00
229055	11/21/2022	103851 EVERSOF, INC.	R2302540		WATER SOFTENER-WELL 2A 070-384-0000-4260	53.14
					Total :	53.14
229056	11/21/2022	890377 F & F SIGNS	00495	12764	MISC. CITY SIGNS, DECALS & CITY LOI 041-320-0000-4300	384.25
					Total :	384.25
229057	11/21/2022	893800 FAJARDO, JOANNE	OCT 2022		ZUMBA INSTRUCTOR 017-420-1322-4260	360.00
					Total :	360.00

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229058	11/21/2022	893029 FERGUSON WATERWORKS #1083	3630	12770	FIRE HYDRANT/FIRE SERVICE SUPPLI 070-385-0701-4600	409.03
Total :						409.03
229059	11/21/2022	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHEROFFS	
			209-150-5250-081292		001-222-0000-4220 RADIO REPEATER	581.67
			209-150-5251-040172		001-222-0000-4220 MWD METER	46.51
			209-151-4939-102990		070-384-0000-4220 MUSIC CHANNEL	46.51
			209-151-4941-102990		001-190-0000-4220 POLICE PAGING	42.35
			209-151-4942-041191		001-222-0000-4220 CITY YARD AUTO DIALER	56.39
			209-151-4943-081292		070-384-0000-4220 RADIO REPEATER	60.58
			209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES	46.51
			209-188-4362-031792		001-420-0000-4220 POLICE PHONE LINES	121.98
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES	685.71
					001-420-0000-4220	283.46
					001-190-0000-4220	86.35
					070-384-0000-4220	295.30
			818-361-0901-051499		SEWER FLOW MONITORING	
			818-361-2385-012309		072-360-0000-4220 MTA PHONE LINE & CREDIT CARD LINE	71.04
					007-440-0441-4220	60.88
			818-361-3958-091407		001-190-0000-4220 CNG STATION	121.75
					074-320-0000-4220	53.15
			818-361-6728-080105		ENGINEERING FAX LINE	
			818-361-7825-120512		001-310-0000-4220 RUDY ORTEGA PARK IRR SYSTEM	43.65
					001-420-0000-4220	71.35

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229059	11/21/2022	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-365-5097-120298		POLICE NARCOTICS VAULT	
			818-837-1509-032207		001-222-0000-4220 PW PHONE LINE	43.40
			818-837-2296-031315		001-190-0000-4220 VARIOUS CITY HALL PHONE LINES	29.58
			818-837-7174-052096		001-190-0000-4220 PD SPECIAL ACTIVITIES PHONE LINE	414.55
			818-838-1841-112596		001-222-0000-4220 ENGINEERING FAX MODEM	43.40
			818-838-4969-021803		001-310-0000-4220 PD ALARM PANEL	44.48
			818-898-7385-033105		001-222-0000-4220 LP PARK FAX LINE	116.71
					001-420-0000-4220	47.58
Total :						3,514.84
229060	11/21/2022	887249 GALLS, LLC	022487999		PATROL JACKET	
					001-222-0000-4300	143.69
Total :						143.69
229061	11/21/2022	101300 GENERAL PUMP CO., INC.	29635	12646	PUMP & MOTOR FOR WELL 3	
					070-385-0000-4500	27,396.02
Total :						27,396.02
229062	11/21/2022	894008 GMU PAVEMENT ENGINEERING	62299	12811	ON CALL PAVEMENT DESIGN SERVICE	
			62478	12811	025-311-0560-4600 ON CALL PAVEMENT DESIGN SERVICE	4,996.75
			62583	12811	025-311-0560-4600 ON CALL PAVEMENT DESIGN SERVICE	5,394.50
			62651	12811	025-311-0560-4600 ON CALL PAVEMENT DESIGN SERVICE	49,975.53
					025-311-0560-4600	3,358.75
Total :						63,725.53
229063	11/21/2022	889352 GOMEZ, ADRIANA B.	NOV 2022		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00

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229063	11/21/2022	889352 889352 GOMEZ, ADRIANA B.	(Continued)			Total : 75.00
229064	11/21/2022	892550 GOVEA, DAVID	AUG 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			JULY 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			OCT 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			SEPT 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	300.00
229065	11/21/2022	101376 GRAINGER, INC.	9481734904	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	351.98
			9483227972	12761	MISC. SUPPLIES FOR FACILITIES & TR 027-344-0000-4300	246.41
			9490538882	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	39.86
			9490538890	12761	MISC. SUPPLIES FOR FACILITIES & TR 043-390-0000-4300	144.46
			9491167442	12761	MISC. SUPPLIES FOR FACILITIES & TR 070-384-0000-4330	46.23
					Total :	828.94
229066	11/21/2022	893344 GRAND ELECTRICAL SUPPLY	200663		BATHROOM FIXTURES 043-390-0000-4300	61.68
					Total :	61.68
229067	11/21/2022	894226 GUILLEN, YASMIN	REIMB.		FOOD-SENIOR CLUB MEETING ON 11/(004-2380	124.59
					Total :	124.59
229068	11/21/2022	101434 GUZMAN, JESUS ALBERTO	OCT 2022	12732	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	1,300.00
					Total :	1,300.00
229069	11/21/2022	101428 H & H WHOLESALE PARTS	bst31n1052	12757	FULL SERVICE BATTERIES FOR CITY F 041-1215	108.45

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229069	11/21/2022	101428 101428 H & H WHOLESALE PARTS	(Continued)			Total : 108.45
229070	11/21/2022	894283 HATCHER, RICKY	BS2202655		BUILDING PERMIT REFUND 001-3320-0000	18.75
					Total :	18.75
229071	11/21/2022	888647 HDL SOFTWARE, LLC	SIN022523	12748	BUSINESS LICENSE ADMINISTRATION 001-130-0000-4260	2,294.46
					Total :	2,294.46
229072	11/21/2022	101512 HDL, COREN & CONE	SIN022361	12758	CONTRACT SERVICES-PROPERTY TA 001-130-0000-4270	1,695.18
					Total :	1,695.18
229073	11/21/2022	890594 HEALTH AND HUMAN RESOURCE	E0280525		EAP-DEC 2022 001-106-0000-4260	250.90
					Total :	250.90
229074	11/21/2022	893817 HERNANDEZ MOLINA, MARIO ALBERTO	OCT 2022	12733	MARIACHI MASTER APPRENTICE INS1 109-424-3637-4260	720.00
					Total :	720.00
229075	11/21/2022	894280 HERNANDEZ, ARTHUR	110222		HONORARIUM 001-424-0000-4260	200.00
					Total :	200.00
229076	11/21/2022	101599 IMAGE 2000 CORPORATION	556633		VARIOUS COPIER MAINT CONTRACT-1 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260	1,046.82 46.77 76.76
					Total :	1,170.35
229077	11/21/2022	891625 IMAGINATION WORKS.ORG	7770	12808	COYOTE AWARENESS MAILER 001-190-0000-4270	5,427.62
			7801	12808	WATER CONSERVATION FLYERS 070-381-0000-4270	529.20
					Total :	5,956.82

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229078	11/21/2022	893804 INDUSTRIAL SHOEWORKS	1100-1323218		SAFETY BOOTS 070-384-0000-4310	137.81
					Total :	137.81
229079	11/21/2022	101633 INTERNATIONAL CITY/COUNTY	FY22/23		FY22/23 MEMBERSHIP DUES (995505) 001-105-0000-4380	1,200.00
					Total :	1,200.00
229080	11/21/2022	893275 INTERWEST CONSULTING GROUP	82280	12634	CONTRACTED PLANNING SERVICES-S 001-150-0000-4270	11,252.50
					Total :	11,252.50
229081	11/21/2022	894212 INVESTIGATIVE POLYGRAPH	420	12738	BACKGROUND INVESTIGATIVE SERVI 001-222-0000-4270	1,750.00
			424	12738	BACKGROUND INVESTIGATIVE SERVI 001-222-0000-4270	1,335.00
					Total :	3,085.00
229082	11/21/2022	892682 IPS GROUP, INC.	INV77842	12759	OCT'22-WEB BASED DATA MGMT FEE 029-335-0000-4260	806.35
					Total :	806.35
229083	11/21/2022	891777 IRRIGATION EXPRESS	15253340-00	12809	IRRIGATION SUPPLIES FOR REPAIRS 043-390-0000-4300	34.23
			15253803	12809	IRRIGATION SUPPLIES FOR REPAIRS 043-390-0000-4300	311.85
			15260992-00	12809	IRRIGATION SUPPLIES FOR REPAIRS 043-390-0000-4300	71.76
			15261027-00	12809	IRRIGATION SUPPLIES FOR REPAIRS 043-390-0000-4300	284.12
			15261400-00	12809	IRRIGATION SUPPLIES FOR REPAIRS 070-384-0000-4300	15.10
			15261513-00	12809	IRRIGATION SUPPLIES FOR REPAIRS 043-390-0000-4300	120.80
					Total :	837.86
229084	11/21/2022	893689 J. DE SIGIO CONSTRUCTION, INC	2215-1		INSTALL OF AN 8" TEE WITH 3-VALVES	

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229084	11/21/2022	893689 J. DE SIGIO CONSTRUCTION, INC	(Continued)	12803	070-383-0000-4260	19,075.00
					Total :	19,075.00
229085	11/21/2022	887952 J. Z. LAWNMOWER SHOP	26527	12800	SMALL EQUIPMENT REPAIR 043-390-0000-4300	34.00
			26528	12800	SMALL EQUIPMENT REPAIR 043-390-0000-4300	71.70
			26529	12800	SMALL EQUIPMENT REPAIR 043-390-0000-4300	30.35
			26530	12800	SMALL EQUIPMENT REPAIR 043-390-0000-4300	12.00
			26531	12800	SMALL EQUIPMENT REPAIR 043-390-0000-4300	86.28
			26534	12800	SMALL EQUIPMENT REPAIR 043-390-0000-4300	67.50
			26535	12800	SMALL EQUIPMENT REPAIR 001-346-0000-4300	519.00
			26536	12800	SMALL EQUIPMENT REPAIR 001-311-0000-4300	347.79
			26537	12800	SMALL EQUIPMENT REPAIR 001-311-0000-4300	121.50
					Total :	1,290.12
229086	11/21/2022	892060 JCL TRAFFIC SERVICES	116966	12793	TRAFFIC CONTROL SERV FOR SF VA 110-420-3748-4260	21,000.00
					Total :	21,000.00
229087	11/21/2022	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-30	12145	UPPER RESERVOIR REPL CONSTR. M 070-385-0716-4600	26,615.80
			SF202001-31	12145	UPPER RESERVOIR REPL CONSTR. M 070-385-0716-4600	8,968.08
			SF202001-32	12145	UPPER RESERVOIR REPL CONSTR. M 070-385-0716-4600	8,469.83
					Total :	44,053.71
229088	11/21/2022	894007 KARINA SWEEPING COMPANY	008		MALL SWEEPING SERVICES-OCT 2022	

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229088	11/21/2022	894007 KARINA SWEEPING COMPANY	(Continued)	12739	023-311-0000-4260	7,440.00
					Total :	7,440.00
229089	11/21/2022	102007 L.A. COUNTY SHERIFFS DEPT.	230677BL	12771	INMATE MEALS-SEPT 2022	517.10
					001-225-0000-4350	517.10
					Total :	517.10
229090	11/21/2022	101848 LANGUAGE LINE SERVICES	10680642		TRANSLATION SERVICES	37.47
					001-222-0000-4260	37.47
					Total :	37.47
229091	11/21/2022	101852 LARRY & JOE'S PLUMBING	2242423-0001-02		PARTS FOR NEW SAMPLE STATION	25.36
			2243297-0001-02		SUPPLIES	56.49
					070-383-0000-4300	81.85
					Total :	81.85
229092	11/21/2022	893218 LAZARO, ERNESTO	OCT 2022	12734	MARIACHI MASTER APPRENTICE INST	720.00
					109-424-3637-4260	720.00
					Total :	720.00
229093	11/21/2022	893907 LESAR DEVELOPMENT CONSULTANTS	PCH-14	12536	HOMELESSNESS PLAN CONSULTANT :	1,260.00
			PCH-15	12536	HOMELESSNESS PLAN CONSULTANT :	502.00
					001-190-0000-4267	1,762.00
					Total :	1,762.00
229094	11/21/2022	101920 LIEBERT CASSIDY WHITMORE	226406		LEGAL SERVICES	801.00
			227204		001-112-0000-4270	132.50
			227309		LEGAL SERVICES	1,620.00
			227310		001-112-0000-4270	3,865.50
			227318		LEGAL SERVICES	

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229094	11/21/2022	101920 LIEBERT CASSIDY WHITMORE	(Continued)		001-112-0000-4270	688.50
			227323		LEGAL SERVICES	189.00
					001-112-0000-4270	7,296.50
					Total :	7,296.50
229095	11/21/2022	894281 LOS ANGELES COUNTY BICYCLE	31323		BIKE VALET SUPPORT SERVICES-07/0	900.00
					004-2385	900.00
					Total :	900.00
229096	11/21/2022	892477 LOWES	9754-01548		ABS DRAIN PIPE-MWD BOOSTERS	33.07
					070-384-0000-4320	33.07
					Total :	33.07
229097	11/21/2022	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	36.54
			7DL39365		007-440-0441-4220	35.90
					ALARM LINE-1100 PICO	72.44
					001-420-0000-4220	
					Total :	72.44
229098	11/21/2022	893200 MCKESSON MEDICAL-SURGICAL	19952990		MEDICATIONS	45.28
					001-225-0000-4350	45.28
					Total :	45.28
229099	11/21/2022	893442 MENDOZA, MARY	REIMB.		WELLNESS BENEFIT REIMB. FY22-23	28.34
					001-101-0107-4140	28.34
					Total :	28.34
229100	11/21/2022	102148 METROPOLITAN WATER DISTRICT	10919		WATER DELIVERED-SEPT 2022	273,735.00
					070-384-0000-4450	273,735.00
					Total :	273,735.00
229101	11/21/2022	102226 MISSION LINEN SUPPLY	518029821	12685	LAUNDRY SERVICE FOR PD	255.16
			518075694	12685	001-225-0000-4350	248.38
			518120504	12685	LAUNDRY SERVICE FOR PD	262.00
					001-225-0000-4350	

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229101	11/21/2022	102226 102226 MISSION LINEN SUPPLY	(Continued)			Total : 765.54
229102	11/21/2022	893343 MOHR, NICOLE	AUG 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			JULY 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			NOV 2022		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
			OCT 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			SEPT 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	375.00
229103	11/21/2022	893803 MORAN, IVAN	TRAVEL-16		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-17		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-18		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
			TRAVEL-19		PER DIEM-POLICE ACADEMY 001-225-0000-4360	180.00
					Total :	720.00
229104	11/21/2022	888134 MOTOROLA SOLUTIONS, INC.	31463		LEASE PAYMENT-CITY WIDE RADIO SY 070-2055	56,196.24
					072-2055	46,455.63
					010-225-3698-4500	499,246.51
					043-2055	64,552.62
					070-385-3698-4405	1,680.27
					072-360-3698-4405	1,389.02
					010-225-3698-4405	14,927.47
					043-390-3698-4405	1,930.12
					Total :	686,377.88
229105	11/21/2022	893369 MYRECDEPT.COM	03216241S	12804	ANNUAL RENEWAL OF SOFTWARE LIC 001-420-0000-4260	4,395.00

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229105	11/21/2022	893369 893369 MYRECDEPT.COM	(Continued)			Total : 4,395.00
229106	11/21/2022	102325 NAPA AUTO PARTS	6410-114771		MISC TOOLS 070-383-0000-4340	390.27
					Total :	390.27
229107	11/21/2022	893348 NCSI	27035		VOLUNTEER BACKGROUND CHECK 017-420-1337-4260	18.50
					Total :	18.50
229108	11/21/2022	102410 NORTHRIDGE HOSPITAL MEDICAL	10322	12812	SART EXAMS 001-224-0000-4270	3,240.00
					Total :	3,240.00
229109	11/21/2022	894100 ODP BUSINESS SOLUTIONS , LLC	267843681001		OFFICE SUPPLIES 001-152-0000-4300	224.90
			267843681002		OFFICE SUPPLIES 001-150-0000-4300	5.84
			270038100001		OFFICE SUPPLIES 070-381-0000-4300	41.75
			270045050001		OFFICE SUPPLIES 070-381-0000-4300	4.62
			270590756001		OFFICE SUPPLIES 070-383-0000-4300	122.22
			270617116001		OFFICE SUPPLIES 001-311-0000-4300	251.25
			272231229001		OFFICE SUPPLIES 001-222-0000-4300	181.18
			272233748002		OFFICE SUPPLIES 001-222-0000-4300	8.58
			272233751002		OFFICE SUPPLIES 001-222-0000-4300	8.80
			272255912001		OFFICE SUPPLIES 001-222-0000-4300	138.13
			272857890001		OFFICE SUPPLIES 001-222-0000-4300	55.76
			273225976001		OFFICE SUPPLIES	

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229109	11/21/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			273245850001		001-222-0000-4300 OFFICE SUPPLIES	502.25
			273246038001		001-222-0000-4300 OFFICE SUPPLIES	31.95
			275162282001		001-222-0000-4300 OFFICE SUPPLIES	63.90
			275172633001		001-422-0000-4300 OFFICE SUPPLIES	133.13
			275784213001		001-422-0000-4300 OFFICE SUPPLIES	19.83
					001-222-0000-4300	48.86
					Total :	1,842.95
229110	11/21/2022	894123 OLIVAREZ MADRUGA LAW	20614		LEGAL SERVICES	
					001-110-0000-4270	14,692.62
					Total :	14,692.62
229111	11/21/2022	890095 O'REILLY AUTOMOTIVE STORES INC	4605-487604	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-488744	12754	041-1215 VEHICLE SERV., MAINT. & REPAIR PAR	155.97
					041-320-0390-4400	22.04
					Total :	178.01
229112	11/21/2022	893334 OVERTON SAFETY TRAINING INC.	22-1609		FORKLIFT CERT RENEWAL/ NEW CER	
					070-381-0000-4360	1,130.00
					Total :	1,130.00
229113	11/21/2022	893110 PACHECO, HECTOR A.	REIMB.		WELLNESS BENEFIT REIMB. FY22-23	
					001-101-0102-4140	102.54
					Total :	102.54
229114	11/21/2022	894056 PACIFIC HYDROTECH CORPORATION	001	12642	UPPER RESERVOIR REPLACEMENT PI	
					010-385-0716-4600	158,750.00
					Total :	158,750.00
229115	11/21/2022	892958 PADILLA'S AUTO CENTER	102722		VEHICLE MAINT-PK8704	

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229115	11/21/2022	892958 PADILLA'S AUTO CENTER	(Continued)			
					041-320-0390-4400	312.30
					Total :	312.30
229116	11/21/2022	892360 PARKING COMPANY OF AMERICA	INVM0017095	12783	PUBLIC TRANSPORTATION SERVICES-	
				12783	007-313-0000-4260	4,991.83
				12783	007-440-0442-4260	42,149.87
					007-313-3630-4402	6,061.98
					Total :	53,203.68
229117	11/21/2022	889545 PEREZ, MARIBEL	REIMB.		ITEMS PURCHASED-LOPEZ ADOBE BC	
					001-420-0000-4300	159.98
					Total :	159.98
229118	11/21/2022	890004 PTS	2096367		PD PAY PHONE - DEC 2022	
					001-190-0000-4220	65.64
					Total :	65.64
229119	11/21/2022	102855 RIO HONDO COLLEGE	F22-119-ZSFN		TRAINING	
					001-222-0000-4360	75.00
					Total :	75.00
229120	11/21/2022	887296 ROBLEDO, OLIVIA	AUG 2022		COMMISSIONER'S STIPEND	
			JULY 2022		001-115-0000-4111	75.00
					COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	150.00
229121	11/21/2022	894241 RODRIGUEZ, LAURELA.	OCT 2022		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
229122	11/21/2022	887575 SAN FERNANDO EXPLORER POST 521	REIMB.-1		DINNER-OUTDOOR MALL EVENT	
			REIMB.-2		001-226-0230-4380	145.19
					2023 CHANDLER COMPETITION TRIP	
					001-226-0230-4380	1,375.00
					Total :	1,520.19

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229123	11/21/2022	891253 SAN FERNANDO SMOG TEST ONLY	5540		SMOG TEST-PD4958	
			5593		041-320-0000-4450	60.00
			5594		SMOG TEST-PD4546	
					041-320-0000-4450	60.00
					SMOG TEST-PD4958	
					041-320-0000-4450	60.00
					Total :	180.00
229124	11/21/2022	103057 SAN FERNANDO VALLEY SUN	11701		NOTICE OF NOMINEES	
			11728		001-116-0000-4230	114.75
					PUBLIC NOTICE-WILLDAN ENERGY SC	
					001-115-0000-4230	108.00
					Total :	222.75
229125	11/21/2022	103064 SAN GABRIEL VALLEY CITY	110822		MONTHLY MEETING-11/16/22	
					001-105-0000-4370	70.00
					Total :	70.00
229126	11/21/2022	103184 SMART & FINAL	0012		BREAK ROOM SUPPLIES & BATTERIES	
			0113		001-222-0000-4300	78.66
			0128		SUPPLIES-CALLE VERDES EVENT	
			0232		001-310-0000-4300	74.92
			0293		REFRESHMENTS-SENIOR CELEBRATK	
			0294		004-2346	166.21
					SUPPLIES-DIA DE LOS MUERTOS EVEI	
					004-2391	24.13
					BREAK ROOM SUPPLIES	
					001-222-0000-4300	52.43
					REFRESHMENTS-DIAS DE LOS MUERT	
					004-2385	125.44
					Total :	521.79
229127	11/21/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	10,279.11
					029-335-0000-4210	3,060.41
					070-384-0000-4210	20,332.23
					074-320-0000-4210	7,985.57

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229127	11/21/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		043-390-0000-4210	12,419.35
			700136176526		ELECTRIC - METER FOR MALL-MACLA'	
			700360580265-1		030-341-0000-4210	23.34
			700363532503		ELECTRIC - 910 FIRST	
			700577150347		043-390-0000-4210	8,005.47
					ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	12,906.47
					ELECTRIC-190 PARK	
					027-344-0000-4210	741.26
					Total :	75,753.21
229128	11/21/2022	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FRO CNG STATION	
					074-320-0000-4402	14,923.44
					Total :	14,923.44
229129	11/21/2022	894282 STACK SPORTS	INV666439		SFV MILE RUN FEES	
					110-420-3748-4260	1,580.50
					Total :	1,580.50
229130	11/21/2022	103251 STANLEY PEST CONTROL	511597	12773	PEST EXTERMINATION FOR ALL CITY F	
			511598	12773	043-390-0000-4330	94.00
			511599	12773	PEST EXTERMINATION FOR ALL CITY F	
			511600	12773	043-390-0000-4330	62.00
			511601	12773	PEST EXTERMINATION FOR ALL CITY F	
			511602	12773	043-390-0000-4330	135.00
			511603	12773	PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	55.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	95.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	85.00
					PEST EXTERMINATION FOR ALL CITY F	
					043-390-0000-4330	85.00
					Total :	611.00
229131	11/21/2022	888263 SUNBELT RENTALS, INC	130488625-0001		CLAY SPADE RENTAL	

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229131	11/21/2022	888263 SUNBELT RENTALS, INC	(Continued)			
			130488625-0002		070-383-0000-4260 CLAY SPADE RENTAL	488.27
			132104114-0001		070-383-0000-4260 MISC TOOLS REPAIRED	384.90
					070-385-0700-4600	503.69
					Total :	1,376.86
229132	11/21/2022	894130 SUNBURST UNIFORMS	1778	12698	UNIFORMS FOR PD PERSONNEL	
					001-224-0000-4325	383.17
					Total :	383.17
229133	11/21/2022	103205 THE GAS COMPANY	088-520-6400-8		GAS-117 MACNEIL	
					043-390-0000-4210	95.15
					Total :	95.15
229134	11/21/2022	888821 THE GOODYEAR TIRE & RUBBER CO	33708	12810	TIRES FOR CITY FLEET	
			33830	12810	041-1215 TIRES FOR CITY FLEET	1,381.68
					041-1215	1,026.36
					Total :	2,408.04
229135	11/21/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	0102047		MISC SUPPLIES	
			3530883		070-383-0000-4310 PARTS FOR POLE SAWS	147.31
			531251		001-311-0000-4300 MISC SUPPLIES	102.85
			6091030		070-383-0000-4310 MISC SUPPLIES	213.14
			6543412		070-383-0000-4310 VEHICLE MAINT-ME8615	150.44
			8123536		074-320-0000-4400 DAY CAMP SUPPLIES	262.06
					001-424-0000-4300	262.52
					Total :	1,138.32
229136	11/21/2022	894079 THEA'S TOUR LINE	538		BUS TRANSPORT & HOTEL TO NAPA V	

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229136	11/21/2022	894079 THEA'S TOUR LINE	(Continued)	12805	004-2383	11,036.00
					Total :	11,036.00
229137	11/21/2022	890833 THOMSON REUTERS	847248235	12740	DETECTIVE INVESTIGATIVE SOFTWARE	
					001-135-0000-4260	242.52
					Total :	242.52
229138	11/21/2022	892525 T-MOBILE	958769818		HOTSPOT & TABLET	
					001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
229139	11/21/2022	893504 TOWN HALL STREAMS, LLC	14429		STREAMING SERVICES-NOV 2022	
					001-115-0000-4260	175.00
					Total :	175.00
229140	11/21/2022	103413 TRANS UNION LLC	10204388		CREDIT CHECKS	
					001-222-0000-4260	85.00
					Total :	85.00
229141	11/21/2022	890998 TRUJILLO, RODOLFO	NOV 2022		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
229142	11/21/2022	103463 U.S. POSTMASTER	NOV 2022		POSTAGE - NOV UTILITY BILLS	
					072-360-0000-4300	691.25
					070-382-0000-4300	691.24
					Total :	1,382.49
229143	11/21/2022	103445 UNDERGROUND SERVICE ALERT	1020220696		(120) SNF01 NEW TICKET CHARGES	
			22-2301606		070-381-0000-4260 CA STATE FEE FOR REG COST	220.00
					070-381-0000-4260	32.42
					Total :	252.42
229144	11/21/2022	893167 UNITED MAINTENANCE SYSTEMS	15353	12794	JANITORIAL SERVICES CONTRACT#19	
					043-390-0000-4260	17,850.00

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229144	11/21/2022	893167 893167 UNITED MAINTENANCE SYSTEMS	(Continued)			Total : 17,850.00
229145	11/21/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_10/01-10/31	12753	WASTEWATER FLOW MONITORING & 072-360-0000-4260	540.00
			COSF_10/09-11/08	12753	WASTEWATER FLOW MONITORING & 072-360-0000-4260	770.00
					Total : 1,310.00	
229146	11/21/2022	103534 VALLEY LOCKSMITH	0528	12787	LOCKSMITH SERVICES FOR ALL FACIL 041-320-0311-4400	302.00
					Total : 302.00	
229147	11/21/2022	892081 VERIZON BUSINESS SERVICES	72380080		MPLS PORT ACCESS & ROUTER-PD 001-222-0000-4220	1,040.32
					Total : 1,040.32	
229148	11/21/2022	100101 VERIZON WIRELESS-LA	9917787319		VARIOUS CELL PHONE PLANS 072-360-0000-4220	50.22
					001-101-0102-4220	50.22
					001-101-0108-4220	50.93
					001-105-0000-4220	54.78
			9918375486		MDT MODEMS-PD UNITS 001-222-0000-4220	704.24
			9918770478		PD CELL PHONE PLANS 001-222-0000-4220	315.07
					001-152-0000-4220	190.05
			9919065733		VARIOUS CELL PHONE PLANS 001-222-0000-4220	514.26
					070-384-0000-4220	40.76
			9919077475		CITY YARD CELL PHONE PLANS 070-384-0000-4220	203.72
					043-390-0000-4220	25.47
					041-320-0000-4220	25.47
					072-360-0000-4220	35.19
			9919089229		VARIOUS CELL PHONE PLANS 001-106-0000-4220	53.04
					070-384-0000-4220	46.18

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229148	11/21/2022	100101 100101 VERIZON WIRELESS-LA	(Continued)			Total : 2,359.60
229149	11/21/2022	103603 VULCAN MATERIALS COMPANY	391629	12779	BASE & COLD MIX FOR UTILITY TRENC 070-383-0000-4310	38.10
					Total : 38.10	
229150	11/21/2022	894224 WATER DAMAGE SERVICES	20220919-2	12766	WATER DAMAGE REPAIRS 043-390-0000-4330	840.76
					Total : 840.76	
229151	11/21/2022	894027 WATERLOGIC AMERICA	1860973		DRINKING WATER 001-222-0000-4300	99.23
					Total : 99.23	
229152	11/21/2022	888390 WEST COAST ARBORISTS, INC.	190244	12788	ANNUAL CITY TREE TRIMMING SERVIC 070-381-0000-4260	4,584.00
			190875	12788	ANNUAL CITY TREE TRIMMING SERVIC 011-311-0000-4260	18,779.60
			191742	12788	ANNUAL CITY TREE TRIMMING SERVIC 011-311-0000-4260	2,221.20
					Total : 25,584.80	
229153	11/21/2022	890970 WEX BANK	84698739		FUEL FOR CITY FLEET 041-320-0152-4402	95.61
					041-320-0221-4402	999.03
					041-320-0222-4402	310.45
					041-320-0224-4402	2,320.22
					041-320-0225-4402	3,201.92
					041-320-0228-4402	413.77
					041-320-0311-4402	1,124.82
					041-320-0320-4402	70.47
					041-320-0346-4402	62.47
					041-320-0370-4402	1,100.14
					041-320-0390-4402	1,768.49
					007-313-3630-4402	490.87
					070-382-0000-4402	518.11
					070-383-0000-4402	1,274.48

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11/15/2022 12:14:41PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229153	11/21/2022	890970 WEX BANK	(Continued)		070-384-0000-4402	465.50
					072-360-0000-4402	288.86
					Total :	14,505.21
229154	11/21/2022	890970 WEX BANK	84698468		FUEL FOR FLEET	
					041-320-0152-4402	233.09
					041-320-0221-4402	74.68
					041-320-0224-4402	212.26
					041-320-0225-4402	2,169.12
					041-320-0228-4402	221.62
					041-320-0311-4402	66.69
					041-320-0320-4402	170.04
					041-320-0370-4402	29.52
					041-320-0390-4402	312.75
					029-335-0000-4402	75.26
					070-381-0000-4402	30.12
					070-382-0000-4402	258.39
					070-383-0000-4402	580.35
					070-384-0000-4402	213.01
					072-360-0000-4402	241.44
					Total :	4,888.34
229155	11/21/2022	891531 WILLDAN ENGINEERING	0336572		WELL 7A REGULATORY COMPLIANCE	
				12265	070-381-0000-4270	161.75
			336558		ON-CALL ENGINEERING SERVICES	
				12814	001-310-0000-4270	12,732.00
				12814	024-371-0562-4600	1,028.00
				12814	012-311-0565-4600	768.00
				12814	024-311-0551-4600	979.00
			336680		ON-CALL ENGINEERING SERVICES	
				12814	001-310-0000-4270	5,061.50
				12814	024-371-0562-4600	585.00
				12814	012-311-0565-4600	8,960.25
				12814	024-311-0551-4600	2,275.50
				12814	012-311-0552-4600	390.00
				12814	012-311-0553-4600	195.00

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229155	11/21/2022	891531 WILLDAN ENGINEERING	(Continued)			
			336681	12814	ON-CALL ENGINEERING SERVICES	260.00
			336690	12265	WELL 7A REGULATORY COMPLIANCE	33.75
			336813	12814	ON-CALL ENGINEERING SERVICES	16,811.00
				12814	001-310-0000-4270	390.00
				12814	024-371-0562-4600	5,872.00
				12814	012-311-0565-4600	479.27
				12814	012-311-0552-4600	130.00
			336839	12724	NPDES CONSULTING SERVICES	7,589.25
			417823	12814	ON-CALL ENGINEERING SERVICES	2,131.00
					Total :	66,832.27
229156	11/21/2022	889491 WILLDAN FINANCIAL SERVICES	010-52849	12742	FY 2022-23 ANNUAL DISTRICT ADMINIS	2,595.82
					027-344-0000-4260	2,595.82
					Total :	2,595.82
229157	11/21/2022	892023 WINDSTREAM	5726123		PHONE SERVICES-09/18/22-10/17/22	
					001-222-0000-4220	1,334.94
					001-420-0000-4220	788.72
					070-384-0000-4220	864.63
					001-190-0000-4220	1,442.44
					Total :	4,430.73
229158	11/21/2022	893933 WITHERSPOON INDUSTRIES INC	379081		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					Total :	82.00
229159	11/21/2022	893867 YOUTH EVOLUTION ACTIVITIES	OCT 2022	12704	BASKETBALL AND SOCCER CLINICS	542.50
			OCT 2022-2	12704	BASKETBALL AND SOCCER CLINICS	957.00
				12704	017-420-1328-4260	82.50
					026-420-0887-4260	

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11/15/2022 12:14:41PM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229159	11/21/2022	893867 893867 YOUTH EVOLUTION ACTIVITIES	(Continued)			Total : 1,582.00
229160	11/21/2022	894164 YUNEX LLC	5620041046		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12715	001-370-0564-4300	4,176.81
			5620041318		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12715	001-370-0564-4300	4,322.46
			5620041331		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12715	001-370-0564-4300	4,322.46
					Total :	12,821.73
144	Vouchers for bank code :	bank3			Bank total :	2,644,577.87
144	Vouchers in this report				Total vouchers :	2,644,577.87

Voucher Registers are not final until approved by Council.

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vchlist
10/31/2022 3:05:34PM**SPECIAL CHECK**
Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229008	10/31/2022	891825 UNITED STATES TREASURY	JULY-SEPT 2022		EXCISE TAX QRTL PYMNT-09/30/22 074-320-0000-4457	5,474.31
Total :						5,474.31
1 Vouchers for bank code : bank3						Bank total : 5,474.31
1 Vouchers in this report						Total vouchers : 5,474.31

Voucher Registers are not final until approved by Council.

SPECIAL CHECK**EXHIBIT "A"**
RES. NO. 22-112vchlist
11/07/2022 8:42:57AMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229009	11/7/2022	102519 P.E.R.S.	NOV 2022		HEALTH INS. BENEFITS-NOV 2022 001-1160	161,264.99
Total :						161,264.99
1 Vouchers for bank code : bank3						Bank total : 161,264.99
1 Vouchers in this report						Total vouchers : 161,264.99

Voucher Registers are not final until approved by Council.

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vchlist

11/07/2022 10:54:57AM

Voucher List
CITY OF SAN FERNANDO**Bank code :** bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229010	11/7/2022	894276 DOLLFACE ENTERTAINMENT INC	110622		ENTERTAINMENT-VETERANS RECOG 001-424-0000-4260	800.00
Total :						800.00
1 Vouchers for bank code : bank3						Bank total : 800.00
1 Vouchers in this report						Total vouchers : 800.00

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 22-112vchlist
11/09/2022 3:04:00PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229011	11/9/2022	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - NOVEMBER 20 001-1160	2,113.71
					Total :	2,113.71
229012	11/9/2022	103648 CITY OF SAN FERNANDO	PR 11/10/22		REIMB FOR PAYROLL W/E 11/4/22 001-1003	531,426.35
					007-1003	2,040.33
					017-1003	124.98
					027-1003	2,282.67
					029-1003	2,311.38
					030-1003	4,640.90
					041-1003	7,131.52
					043-1003	21,310.14
					070-1003	45,340.77
					072-1003	14,067.71
					074-1003	376.01
					094-1003	1,057.05
					110-1003	696.25
					121-1003	271.69
					Total :	633,077.75
229013	11/9/2022	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - NOVEMBER 20 001-1160	176.22
					Total :	176.22
229014	11/9/2022	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - NOVEMBER 20 001-1160	10,612.12
					Total :	10,612.12
229015	11/9/2022	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - NOVEMBER 20 001-1160	4,511.34
					Total :	4,511.34
5 Vouchers for bank code : bank3					Bank total :	650,491.14
5 Vouchers in this report					Total vouchers :	650,491.14

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vchlist
11/09/2022 3:04:00PMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

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

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SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-112

vchlist

11/15/2022 10:41:12AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229016	11/7/2022	893115 P.E.R.S. CITY RETIREMENT	100000016929524		EMPL CONTRIB VARIANCE-09/24-10/07	
					018-222-0000-4124	223.45
					018-224-0000-4124	167.59
					018-225-0000-4124	2,402.12
					Total :	2,793.16
1 Vouchers for bank code :		bank3			Bank total :	2,793.16
1 Vouchers in this report					Total vouchers :	2,793.16

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: Julian J. Venegas, Director of Recreation and Community Services
Patty Garcia, Recreation and Community Services Program Specialist

Date: November 21, 2022

Subject: Consideration to Authorize a Change Order to Purchase Order No. 12729 with Stage Plus for Stage and Sound Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize a Change Order to Purchase Order with Stage Plus (No. 12729) increasing the amount by \$20,412, from \$19,000 to \$39,412; and
- b. Authorize the City Manager to execute the Change Order to Purchase Order No. 12729.

BACKGROUND:

1. On August 23, 2022, the City entered into a purchase order agreement with Stage Plus after gathering three (3) informal quotes for stage and sound services.
2. On September 11, 2022, Recreation and Community Services (RCS) staff determined that there would not be sufficient funds in purchase order No. 12729 to cover the stage and sound services needed for the remaining special events the RCS Department would host.

ANALYSIS:

The RCS Department hosts a variety of special events throughout the City. Traditionally, special event programming has been hosted at City parks, however, special event programming has grown and the RCS Department regularly hosts special events at locations outside of City parks such as the San Fernando Mall, the Veterans of Foreign War Post 3834, and the Lopez Adobe. These off-site locations require stage and sound support. A major feature of the special events programming the RCS Department hosts is to provide live entertainment. To support the live entertainment performance a stage and sound equipment is essential, which includes the stage, safety railings, stairs, lighting, and a microphone.

Consideration to Authorize a Change Order to Purchase Order No. 12729 with State Plus for Stage and Sound Services

Page 2 of 2

When the original special event scope was developed, staging and sound was limited to a few on-site programs. Purchase Order No. 12729 was issued to cover the expense for staging and sound services. The amount of the original Purchase Order was \$19,000 and was within the administrative approval threshold. A Change Order of \$20,412 will exceed the \$25,000 threshold an individual vendor may be compensated without the City Council's approval.

In accordance with Chapter 2, Article VI., Division 6, Subdivision IV, Section 2-850 of the City of San Fernando Municipal Code, Staff is requesting City Council waive formal purchasing requirements to award the PO to Stage Plus to continue staging and sound services through the remainder of the fiscal year. In lieu of formal bidding procedures, Staff has exercised due diligence by conducting a robust search for the best service provider for the least possible cost to the City. The original Purchase Order and the proposed Change Order is detailed in the attached Quote Sheet (Attachment "A"). Three vendors were compared for the proposed change order, which included Stage Plus, All In One Entertainment, and S.P. Entertainment. In both instances, Stage Plus demonstrated to be the best vendor to provide stage and sound services.

The equipment provided for a live performance include the stage, safety railings, stairs and lighting. Also included are the microphones and stands, mixing board, a sound engineer that monitors sound levels and quality, and a generator to power the sound equipment and lighting.

The Change Order allows the Department to provide stage and sound support for the remaining special events held in FY 2022-2023. To improve the continuity of supporting the Department's special events and live performances, RCS staff will conduct a formal RFP process for services prior to the start of FY 2023-2024 to enter into a multiyear agreement with an approved stage and sound company.

BUDGET IMPACT:

The additional \$20,412 needed to cover the stage and sound services for special events programming is available within the FY 2022-2023 Adopted Budget under account 001-424-0000-4260.

CONCLUSION:

Staff recommends that the City Council authorize a Change Order to Purchase Order No. 12729 with Stage Plus in an amount not-to-exceed \$20,412 for stage and sound services used during the special events programming held at throughout the city; and authorize the City Manager to execute the Change Order.

ATTACHMENT:

A. Quote Sheet

QUOTE SHEET - GOODS

QUOTE NO. 1

VENDOR NAME Stage Plus	DATE 09/11/22
CONTACT NAME Manny	PHONE NUMBER 714-241-0184
ITEM DESCRIPTION Provide staging, sound and lighting equipment for the Special Events held at various sites. <ul style="list-style-type: none"> - Community concerts - Dia de Los Muertos - Holiday Tree Lighting 	FAX NUMBER
	QUANTITY 3
	UNIT PRICE \$20,412
	PAYMENT DISCOUNT
	LEAD TIME

QUOTE NO. 2

VENDOR NAME All in One Entertainment	DATE 09/13/22
CONTACT NAME Sales personnel	PHONE NUMBER 818-308-4401
ITEM DESCRIPTION Provide staging, sound and lighting equipment for the Special Events held at various sites. <ul style="list-style-type: none"> - Community concerts - Dia de Los Muertos - Holiday Tree Lighting 	FAX NUMBER
	QUANTITY
	UNIT PRICE \$27,601
	PAYMENT DISCOUNT
	LEAD TIME

QUOTE NO. 3

VENDOR NAME S.P. Entertainment	DATE 10/01/22
CONTACT NAME Frank	PHONE NUMBER 310-843-9751
ITEM DESCRIPTION Provide staging, sound and lighting equipment for the Special Events held at various sites. <ul style="list-style-type: none"> - Community concerts - Dia de Los Muertos - Holiday Tree Lighting 	FAX NUMBER
	QUANTITY
	UNIT PRICE \$22,500
	PAYMENT DISCOUNT
	LEAD TIME

STAGE plus

EVENT STAGING SERVICES

2330 S. Susan St, Santa Ana, CA 92704 (714)241-0184 (714) 390-4563

BILL TO:

Patty Garcia
City of San Fernando Parks and Recs
100 Park
San Fernando, CA
818-898-1290
818-898-2155

SHIP TO :

City of San Fernando
Tree Lighting
505 S Huntington St
San Fernando, CA

SALES PERSON:	MH	DATE OF ORDER:	12/3/22
PAYMENT TERMS:	COD	Set-Up:	TBD
METHOD OF SHIPMENT:	Stage Plus	Tear Down:	TBD
INVOICE NUMBER:	353822-1 SanFern Tree	INVOICE DATE:	9/23/22

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
		Audio		
1		Sound Craft SI 32ch Digital Console (POH)		
	1	24 ch Snake		
1		Main PA		
	4	Cobra Dynacord Line Array (mid/high)		
	4	Cobra Dynacord 18" subs		
1		Monitor Pkg (4 mix)		
	5	JBL SRX712M Floor Monitor		
1		Mic Complements Work Box		
	1	Full Mic Complement set (Sure 58, 57, Drum kit set, Specialty mics)		
	1	Complete Mic Stands Set		
1		Cabling Complement Work Box		
		XLR Pkg (10', 15', 25', 50')		
		1/4"-1/4"		
		Specialty cables		
		DI pkg		
		Mini Plug 1/8" for Music Playback		
1		Electrical Distro Pkg		
2		Stage Sound Tech		
		Staging		
1		32 x 24 x 4' Stage		
	1	Stair unit		
	1	Skirting front of stage		
	1	Stage rails left, right & rear		
	1	Fire Extinguisher Pkg		
2		Honda 7K Generator		
1		Fuel		
1		Delivery,Set-up & Pick-up		
			SUB TOTAL:	\$ 7,956.00
			TAX:	
			SHIPPING :	
			Payment:	
			CREDIT:	
			YOU PAY THIS AMOUNT:	

STAGE plus

EVENT STAGING SERVICES
2330 S. Susan St, Santa Ana, CA 92704 (714)241-0184 (714) 390-4563
BILL TO:

Patty Garcia
City of San Fernando Parks and Recs
100 Park
San Fernando, CA
818-898-1290
818-898-2155

SHIP TO :

City of San Fernando
Las Palmas
505 S Huntington St
San Fernando, CA

SALES PERSON:	MH	DATE OF ORDER:	9/11/22
PAYMENT TERMS:	COD	Set-Up:	TBD
METHOD OF SHIPMENT:	Stage Plus	Tear Down:	TBD
INVOICE NUMBER:	352922-1 SanFern	INVOICE DATE:	9/6/22

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
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Audio

1		Sound Craft SI 32ch Digital Console (FOH)		\$ 5,928.00
	1	24 ch Snake		
1		Main PA		
	4	Cobra Dynacord Line Array (mid/high)		
	4	Cobra Dynacord 18" subs		
1		Monitor Pkg (4 mix)		
	5	JBL SRX712M Floor Monitor		
1		Mic Complements Work Box		
	1	Full Mic Complement set (Sure 58, 57, Drum kit set, Specialty mics)		
	1	Complete Mic Stands Set		
1		Cabling Complement Work Box		
		XLR Pkg (10', 15', 25, 50')		
		1/4"-1/4"		
		Specialty cables		
		DI pkg		
		Mini Plug 1/8" for Music Playback		
1		Electrical Distro Pkg		
2		Stage Sound Tech		

Staging

1		24 x 16 x 4' Stage		
	1	Stair unit		
	1	Skirting front of stage		
	1	Stage rails left, right & rear		
	1	Fire Extinguisher Pkg		
2		Honda 7K Generator		
1		Fuel		
1		Delivery, Set-up & Pick-up		

SUB TOTAL:	\$ 6,228.00
TAX:	
SHIPPING :	
Payment:	
CREDIT:	
YOU PAY THIS AMOUNT:	

Patty Garcia

QUOTE

From: All In One <quickbooks@notification.intuit.com>
Sent: Tuesday, September 13, 2022 5:43 PM
To: Patty Garcia
Subject: New payment request from All In One - invoice 1113

24x16x4

(does not include generator)

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.

INVOICE 1113 DETAILS



All In One

DUE 09/07/2022

\$8,500.00

[Review and pay](#)

Powered by QuickBooks

Dear City of San Fernando,

Here's your invoice! We appreciate your prompt payment.

Have a great day,
All In One Entertainment LLC

Bill to

City of San Fernando

Ship to 1100 Pico Street
San Fernando, CA 91340

Ship date 12/03/2022

Ship via Delivery

Tracking no. N/a

Terms Due on receipt

Stage \$0.00T

0

Steel Deck Stage \$500.00T

Stage 24 x 16 x 4

1

Stage Legs \$1,255.00

25

Rolling Risers \$0.00T

1-8'x8'x1', 2-8'x4'x1'

1

Stage Skirt \$60.00T

4

Stage Stairs

\$100.00T

1

Audio

\$0.00T

0

RCF

\$2,240.00T

HDL-28-A

14

RCF

\$1,040.00T

9006-AS

8

QSC

\$1,040.00T

QSC Subs

8

QSC

\$1,680.00T

QSC 12" monitor

14

QSC	\$0.00T
------------	----------------

QSC Side Fills

10

QSC	\$960.00T
------------	------------------

SB218 for Sidefill and DJ

8

Midas Pro 2	\$299.00T
--------------------	------------------

Midas Pro 2 Digital Console

1

Yamaha	\$500.00T
---------------	------------------

Yamaha PM5D RH Digital Console

1

cat5 Snake	\$75.00T
-------------------	-----------------

Cat5 snake for Midas

1

Ramtech Digi Split	\$150.00T
---------------------------	------------------

Ramtech Digi Split System

1

UHF-R	\$3,200.00T
--------------	--------------------

Shure UHF-R Wireless System with Beta58 handheld

8

Mic. Cable	\$400.00T
-------------------	------------------

Microphone Cable Package

1

Power Distro	\$0.00T
---------------------	----------------

Power Distro for Audio (Large format)

1

Sand Bag	\$50.00T
-----------------	-----------------

25lb Sand Bag

20

Video Switcher	\$0.00T
-----------------------	----------------

HD Video Switcher

1

Backline	\$0.00
-----------------	---------------

0

CDJ 2000N	\$800.00T
------------------	------------------

Pioneer CDJ 2000 Nexus

4

DJM 900N

\$400.00T

Pioneer DJM 900 Nexus

2

LABOR

\$0.00

0

PM

\$800.00T

Production Manager, Supervisor

1

RF

\$800.00T

RF, Microphone Management

1

LD

\$700.00T

Lighting Designer, Lighting Console Operator

1

Set Up/ Labor

\$0.00T

Labor for General Set Up

1

Strike /Labor

\$0.00T

Labor for General Strike

1

Delivery/Drop Off

\$0.00T

Standard Delivery (Drop off)

1

Delivery/Pick Up

\$0.00T

Standard Delivery (Pick Up)

1

Subtotal \$17,049.00

Discount \$ -8,549.00

Tax \$0.00

Total \$8,500.00

Balance due \$8,500.00

****PLEASE NOTE NO POWER PROVIDED********Wire Instructions****

Quote

32x24x4

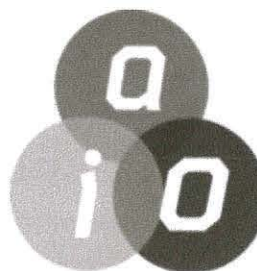
Patty Garcia

From: All In One <quickbooks@notification.intuit.com>
Sent: Tuesday, September 13, 2022 5:36 PM
To: Patty Garcia
Subject: New payment request from All In One - invoice 1112

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.

INVOICE 1112 DETAILS

All In One
ENTERTAINMENT



All In One

DUE 09/07/2022

\$8,500.00

Review and pay

Powered by QuickBooks

Dear City of San Fernando,

Here's your invoice! We appreciate your prompt payment.

Have a great day,
All In One Entertainment LLC

Bill to

City of San Fernando

Stage Skirt	\$60.00T
--------------------	-----------------

4

Stage Stairs	\$100.00T
---------------------	------------------

1

Audio	\$0.00T
--------------	----------------

0

RCF	\$2,240.00T
------------	--------------------

HDL-28-A

14

RCF	\$1,040.00T
------------	--------------------

9006-AS

8

QSC	\$1,040.00T
------------	--------------------

QSC Subs

8

QSC	\$1,680.00T
------------	--------------------

QSC 12" monitor

Ramtech Digi Split System

1

UHF-R

\$3,200.00T

Shure UHF-R Wireless System with Beta58 handheld

8

Mic. Cable

\$400.00T

Microphone Cable Package

1

Power Distro

\$0.00T

Power Distro for Audio (Large format)

1

Sand Bag

\$50.00T

25lb Sand Bag

20

Video Switcher

\$0.00T

HD Video Switcher

1

Lighting Designer, Lighting Console Operator

1

Set Up/ Labor

\$0.00T

Labor for General Set Up

1

Strike /Labor

\$0.00T

Labor for General Strike

1

Delivery/Drop Off

\$0.00T

Standard Delivery (Drop off)

1

Delivery/Pick Up

\$0.00T

Standard Delivery (Pick Up)

1

Subtotal \$17,049.00

Discount \$ -8,549.00

Tax \$0.00

Patty Garcia

From: S.P. Entertainment LLC <spentertainment@yahoo.com>
Sent: Tuesday, August 30, 2022 5:29 PM
To: Patty Garcia
Cc: Marisol Diaz
Subject: Re: Summer Concert- Sept. 11

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.

Hi Patty:

It was great speaking with you today.

Below is a breakdown for the services for your 9-11-22 6pm-8pm event at 505 S. Huntington St., San Fernando, Ca 91340 (outdoor fields).

25kw generator with all connections and cables \$2,000.00

The 24x16x4' stage with one stair unit, skirting, stage rails would be \$4,000.00

QSC line array 2 sub and 4 top pro audio system with 4 monitors and all necessary mics/stands, cables, sound tech, and music playback would be \$2,000.00.

If you book all 3 services I do it for \$7500.00. per event

Please let me know if you would like to move forward with the booking and I can send you over a invoice.

Thanks,
Frank
SP Entertainment LLC

On Tuesday, August 30, 2022 at 12:45:37 PM PDT, Patty Garcia <pgarcia@sfcity.org> wrote:

Hello Frank,

My name is Patty, and I am with the City of San Fernando. We are having a concert on Sunday, September 11th starting from 6- 8pm. The location of the event will be at 505 S. Huntington St., San Fernando, Ca 91340 (outdoor fields).

I would like to get a Quote from you for stage, audio and generator.

The size of stage we will need is a 24x16x4' stage (stair unit, skirting, stage rails, etc.). The audio would be sound, mics/stands, cables, sound tech, etc.). I would like to know if you can also include a separate Quote to include a 25kw generator.

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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: November 21, 2022

Subject: Consideration to Approve a First Amendment to the Professional Services Agreements with Houseal Lavigne Associates, LLC dba Houseal Lavigne for Preparation of the 6th Cycle (2021-2029) Housing Element Update

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Houseal Lavigne Associates, LLC dba Houseal Lavigne (Attachment "A" – Contract No. 1972(a)) for preparation of the 6th Cycle (2021-2029) Housing Element Update to increase the contract amount by \$45,080 from \$259,920 to \$305,000 and extend the contract to December 31, 2024; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. On December 7, 2020, the City Council approved a Professional Services Agreement with Houseal Lavigne Associates, LLC dba Houseal Lavigne for preparation of the 6th Cycle (2021-2029) Housing Element Update and associated environmental document.
2. On June 6, 2022, the City Council adopted the 6th Cycle (2021-2029) Housing Element, Safety Element Update, and associated environmental document.
3. On August 9, 2022, HCD issued a letter certifying that the revised adopted Housing Element was full compliance with State Housing Element Law (Article 10.6 of Government Code).

ANALYSIS:

Since approval of the Professional Service Agreement, Houseal Lavigne and the project team prepared and received certification of the 6th Cycle Housing Element Update. Throughout the

Consideration to Approve a First Amendment to the Professional Services Agreements with Houseal Lavigne Associates, LLC dba Houseal Lavigne for preparation of the 6th Cycle (2021-2029) Housing Element Update

Page 2 of 3

process, Houseal Lavigne performed additional works that were not anticipated in their proposal (e.g., coordination with Technical Housing Advisory Committee, additional meetings, etc.). The Housing Element has been completed and certified, but the City is required to rezone the housing opportunity sites identified in the Housing Element to have a mixed-use overlay by December 31, 2024. The rezone process to do the mixed-use overlay requires assistance from Rincon who is a subconsultant for Houseal Lavigne to prepare the additional environmental document.

The requested budget amendment includes additional work performed by Houseal Lavigne and additional work to be provided by Rincon, as a sub consultant, to complete the environmental document for the mixed-use overlay. The total cost of the additional work is \$45,080, which includes:

- Five additional meetings beyond the 10 meetings in the approved scope of work (Cost \$11,750)
- Publication costs paid to San Fernando Sun for three virtual meetings (Cost \$2,397)
- Responding to new State requirements to overcome patterns of segregation and foster inclusive communities (Cost \$25,933)
- Environmental Document for Mixed-Use Overlay (Cost \$5,000)

Therefore, staff is requesting approval of an amendment to the contract to increase the not-to-exceed amount to cover the additional cost and extend the contract date to the end of 2024 to allow using Rincon for preparing the environmental document for the mixed-use overlay. Staff is requesting to increase the amount by \$45,080 from \$259,080 to a new total of \$305,000. The additional amount will cover the additional works already completed by Houseal Lavigne and will cover additional cost for preparation of the environmental document for a mixed-use overlay.

BUDGET IMPACT:

The entire contract amount of \$259,920 with Houseal Lavigne was funded by a combination of state grant funds from the Senate Bill 2 (SB 2) Planning Grant Program and the State's Local Early Action Planning (LEAP) Grants Program. The remaining balance from the \$310,000 in grant funds was used to create an online permit counter where planning and building permit applications can be filed submitted online in an amount of \$50,080. Thus, the grant funds have been fully utilized and staff is requesting General Fund budget to supplement the remaining balance. Staff is requesting budget transfers from Economic Development (\$25,000 – Account: 001-107-0000-4270) and Non-Departmental (\$20,080 – Account: 001-107-0000-4270) to fund the \$45,080 in Community Development contractual service needs (Account: 001-150-0000-4270).

Consideration to Approve a First Amendment to the Professional Services Agreements with Houseal Lavigne Associates, LLC dba Houseal Lavigne for preparation of the 6th Cycle (2021-2029) Housing Element Update

Page 3 of 3

CONCLUSION:

Staff recommends that the City Council approve and execute the First Amendment to Houseal Lavigne Contract No. 1972 to increase the not-to-exceed amount to \$305,000 and extend the contract to December 31, 2024.

ATTACHMENT:

- A. Contract No. 1972(a), including:
 - Exhibit A: Contract No. 1972

2022
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
6th Cycle (2021-2029) Housing Element to General Plan
Houseal Lavigne Associate, LLC and City of San Fernando

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and HOUSEAL LAVIGNE ASSOCIATES, LLC, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 21st day of November, 2022 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into that certain agreement dated December 7, 2020, and entitled "Professional Services Agreement – 2021-2029 Housing Element Update to General Plan", Contract No. 1972 (hereinafter, the "Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Agreement was approved by the San Fernando City Council ("City Council") at its Regular Meeting of December 7, 2020; and

WHEREAS, the Parties now wish to modify the Agreement to increase the maximum compensation Consultant may receive for services rendered and extend the term of the Agreement.

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

SECTION 1. The Term of the Agreement as set forth under Section 1.1 is hereby extended through **December 31, 2024**.

SECTION 2. CONSULTANT's total compensation for the performance of all Work contemplated under the Agreement is amended as follows: The "Not-To-Exceed Sum" as defined under Section 1.4 of the Agreement shall mean the aggregate sum of **Three Hundred Five Thousand Dollars (\$305,000)**.

SECTION 3. Except as otherwise set forth in this First Amendment, the Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Agreement and except as otherwise provided under this First Amendment, the Agreement and all provisions contained therein shall remain binding and

enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Agreement and no further.

SECTION 4. The Agreement as amended by way of this First Amendment, 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, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY OF SAN FERNANDO**HOUSEAL LAVIGNE ASSOCIATES, LLC:**

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____



PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC

2021-2029 Housing Element Update to General Plan

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of December 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Houseal Lavigne Associates, LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the **"Scope of Work"**). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.

1.2 **PROSECUTION OF WORK**: The Parties agrees as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced upon CITY's issuance of a Notice to Proceed, and shall be completed no later than January 31, 2022 (hereinafter the **"Approved Project Schedule" – See Exhibit "B"**) from the issuance of the Notice to Proceed (the "Completion Date") unless otherwise authorized by written correspondence by the CITY;
- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. 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;

PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC: 2021-2029 Housing Element Update to General Plan

Contract No. 1972

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- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule (hereinafter, the **"Approved Rate Schedule" – See Exhibit "C"**).
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of TWO HUNDRED AND FIFTY NINE THOUSAND NINE HUNDRED AND TWENTY DOLLARS (\$259,920.00) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 **PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of

PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC: 2021-2029 Housing Element Update to General Plan

Contract No. 1972

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any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and Deputy City Manager/Community Development Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates John Houseal, Principal and Co-Founder, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code

PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC: 2021-2029 Housing Element Update to General Plan

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Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

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

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC: 2021-2029 Housing Element Update to General Plan

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- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner,

PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC: 2021-2029 Housing Element Update to General Plan

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nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

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

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

PROFESSIONAL SERVICES AGREEMENT

Houseal Lavigne Associates, LLC: 2021-2029 Housing Element Update to General Plan

Contract No. 1972

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

IV. INDEMNIFICATION

- 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

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provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

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

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expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B 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 shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the

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Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of 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 shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other

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covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

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

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- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Houseal Lavigne Associates, LLC
680 E. Colorado Blvd., Suite 180
Pasadena, CA 91101
Attn: Rob Matthews, Principal
Phone: (206) 240-5174
Email: rmatthews@hlplanning.com

CITY:

City of San Fernando
117 N. Macneil Street
San Fernando, CA 91340
Attn: Timothy Hou,
Deputy City Manager/Director of
Community Development
Phone: (818) 898-7316
Fax: (818) 365-7329

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

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

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- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, 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 shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No

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amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

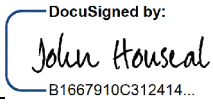
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity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

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: 
1041FC9C27C7499...
Nick Kimball, City Manager

Houseal Lavigne Associates, LLC

By: 
B1667910C312414...
Name: John Houseal
Title: Principal | Cofounder

APPROVED AS TO FORM


By: 
9E6768364A9F4FC...
Richard Padilla, Assistant City
Attorney

Exhibit "A"
Scope of Work

Contract No. 1972

Task
ID

1 Project Initiation and Setup		Total Subtask
Kick-Off		
1.1	Kick-Off meeting with City staff	1,220.00
1.2	Develop detailed project schedule	525.00
Baseline Conditions and Technical Enablement		
1.3	Reconnaissance tours of each neighborhood or district	1,530.00
1.4	Prepare base maps and 3D Community visualization	2,980.00
1.5	Configure ArcGIS Urban and ArcGIS Online for Alternatives Analysis	4,120.00
		10,375.00
2 Assessment of Existing Conditions		Total Subtask
Evaluation of Existing Plan Elements		
2.1	Evaluation of 2013-2021 Housing Element	2,360.00
2.2	Evaluation of Current Land Use Element	1,385.00
2.3	Review Related and Relevant Documents	2,710.00
2.4	Evaluation of City Housing and Land Use resources and funding mechanisms	1,530.00
		7,985.00
3 RHNA Housing Assessment and Analysis		Total Subtask
3.1	Housing Assessment and Needs Analysis	12,820.00
3.2	Housing Resources and Opportunities including Potential Housing Sites	10,940.00
3.3	Housing Constraints	7,260.00
3.4	Housing Goals, Policies, and Quantified Objectives	2,990.00
3.5	Implementation Program	3,120.00
		37,130.00
4 Recommend Updates to Land Use Element and Zoning Code		Total Subtask
Land Use Element Update		
4.1	Summarize current growth projections and statutory requirements relevant to housing needs	2,230.00
4.2	Identify amendments to General Plan required to implement recommended housing programs and compliance with State law -- including Public Safety and EJ / SB1000	2,435.00
4.3	Identify amendments to Zoning Code required to implement recommended housing programs and compliance with State law	2,635.00
Recommended Land Use Changes		
4.4	Develop 2-3 alternative Land Use concepts	5,560.00
4.5	Support the development of updated Land Use designations	2,490.00
4.6	Identify policy option topics to address key programmatic issues	2,270.00
Update Land Use Map		
4.7	Support Preparation of Draft General Plan Land Use Map	1,530.00
		19,150.00
5 Prepare and Finalize Housing Element		Total Subtask
Draft Housing and Land Use Elements		
5.1	Screendraft Housing Element	5,070.00
5.2	Screendraft Land Use Element	1,920.00
5.3	Public Review Draft Housing Element	3,630.00
5.4	Public Review Draft Land Use Element	960.00
5.5	Submittal for HCD Initial Draft Review	700.00
Meetings and Hearings		
5.6	Community Meetings (3hr x3)	3,820.00
5.7	Stakeholder Meetings (2hr x5) - Scoping, 2x Plan+Pres Cmt, 2x City Council	3,930.00

Exhibit "A"
Scope of Work

5.8	Preparation for Public Hearings	2,070.00
5.9	Support for Adoption Public Hearings at City Council (x2)	1,970.00
5.10	Coordinate HCD Review and respond to HCD, OES, agency, and public comments	8,810.00
Final General Plan Elements		
5.11	Prepare final Housing Element	2,100.00
5.12	Prepare final Land Use Element	1,750.00
5.13	Update other General Plan Elements (if needed)	1,750.00
Final General Plan Elements		
5.14	State Certification	1,050.00
		39,530.00

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6 Environmental Assessment		Total Subtask
Initial Review		
6.1	Initial Study	22,502.00
6.2	Notice of Preparation	3,522.00
Draft EIR		
6.3	Administrative Draft EIR: Introduction and Environmental Setting	2,550.00
6.4	Administrative Draft EIR: Project Description	3,060.00
6.5	Administrative Draft EIR: Environmental Impact Analysis	49,000.00
6.6	Other CEQA Discussions	1,130.00
6.7	Draft EIR Alternatives (up to 3)	8,090.00
6.8	Respond to City Comments and Produce Draft EIR	9,676.00
Environmental Noticing, Outreach, and Filing		
6.9	Preparation of Notices	3,848.00
6.10	EIR Scoping Meeting	2,300.00
Final EIR		
6.11	Responses to Comments on Draft EIR	5,610.00
6.12	MMRP	1,390.00
Adoption/Certification		
6.13	Findings/Overriding Considerations	2,915.00
6.14	Public Hearings (2)	3,320.00
Additional Elements and Policies		
6.15	Safety Element Update	11,610.00
6.16	Environmental Justice Policy Update	10,612.00
Environmental Noticing, Outreach, and Filing		
6.17	Preparation of Notices	-
6.18	CEQA Adoption / Certification	-
		141,135.00

Task	Budget Summary	
1	Project Initiation and Setup	10,375.00
2	Assessment of Existing Conditions	7,985.00
3	RHNA Housing Assessment and Analysis	37,130.00
4	Recommend Updates to Land Use Element and Zoning Code	19,150.00
5	Prepare and Finalize Housing Element	39,530.00
6	Environmental Assessment	141,135.00

Total Labor Estimate 255,305

Other Direct Costs

Houseal Lavigne Associates	331
Veronica Tam & Associates	450
Rincon Environmental	3,834
Total ODC's	4,615

Total "Not-to-Exceed" Budget Estimate 259,920

Exhibit "B"
Approved Rate Schedule

Contract No. 1972

Labor Estimates and Rates

Name	Title	Role	Rate
Houseal Lavigne & Associates			
John Houseal, FAICP	Principal and Co-Founder	Project Lead	\$ 205
Rob Matthews, AICP	Principal	Project Manager	\$ 175
Brian Sims, GISP	Principal	Technical Lead	\$ 175
Trisha Parks, AICP	Planner II	Planning + Zoning	\$ 130
Sean Tapia, AICP	Planner I	Planning	\$ 120
Sujan Shreshtha	Planner I	Planning + GIS	\$ 110
Mika Schweizer	Planner I	Planning	\$ 110
Veronica Tam & Associates			
Veronica Tam, AICP	Principal	RHNA Strategic Advisor	\$ 175
Rincon Environmental Team			
Joe Power	Principal II	QA-QC	\$ 240
Matthew Maddox, AICP, MESM	Principal I	Environmental Lead	\$ 220
Support staff as needed	Supervisor I	Technical Leads	\$ 195
Sally Schiffman	Sr Professional II	CEQA Project Manager	\$ 175
Lexi Journey and other support staff as needed	Professional III	Safety and EJ Elements	\$ 130
Support staff as needed	Production Specialist		\$ 88
Support staff as needed	GIS/CAD Specialist		\$ 125
Support staff as needed	Clerical		\$ 75

Exhibit "C"

Approved Project Schedule

Contract No. 1972

Task ID	2020												2021			2022		
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Nov	Dec	Jan
1 Project Initiation and Setup																		
1.1 Kick-Off meeting with City staff																		
1.2 Develop detailed project schedule																		
1.3 Reconnaissance tours of each neighborhood or district																		
1.4 Prepare base maps and 3D Community visualization																		
1.5 Configure ArcGIS Urban and ArcGIS Online for Alternatives Analysis																		
2 Assessment of Existing Conditions																		
2.1 Evaluation of 2013-2021 Housing Element																		
2.2 Evaluation of Current Land Use Element																		
2.3 Review Related and Relevant Documents																		
2.4 Evaluation of City Housing and Land Use resources and funding mechanisms																		
3 RHNA Housing Assessment and Analysis																		
3.1 Housing Assessment and Needs Analysis																		
3.2 Housing Resources and Opportunities including Potential Housing Sites																		
3.3 Housing Constraints																		
3.4 Housing Goals, Policies, and Quantified Objectives																		
3.5 Implementation Program																		
4 Recommend Updates to Land Use Element and Zoning Code																		
4.1 Summarize growth projections and statutory requirements on housing needs																		
4.2 Identify amendments to General Plan in compliance with State law, PS, and EJ																		
4.3 Identify amendments to Zoning Code to implement per housing programs																		
4.4 Develop 2-3 alternative Land Use concepts																		
4.5 Support the development of updated Land Use designations																		
4.6 Identify policy option topics to address key programmatic issues																		
4.7 Support Preparation of Draft General Plan Land Use Map																		
5 Prepare and Finalize Housing Element																		
5.1 Screendraft Housing Element																		
5.2 Screendraft Land Use Element																		
5.3 Public Review Draft Housing Element																		
5.4 Public Review Draft Land Use Element																		
5.5 Submittal for HCD Initial Draft Review																		
5.6 Community Meetings (3hr x3)																		
5.7 Stakeholder Meetings (2hr x5) - Scoping, 2x Plan+Pres Cmt, 2x City Council																		
5.8 Preparation for Public Hearings																		
5.9 Support for Adoption Public Hearings at City Council (x2)																		
5.10 Coordinate HCD Review and respond to HCD, OES, agency, and public comments																		
5.11 Prepare final Housing Element																		
5.12 Prepare final Land Use Element																		
5.13 Update other General Plan Elements (if needed)																		
5.14 State Certification of Housing Element																		
6 Environmental Assessment																		
6.1 Initial Study																		
6.2 Notice of Preparation																		
6.3 Administrative Draft EIR: Introduction and Environmental Setting																		
6.4 Administrative Draft EIR: Project Description																		
6.5 Administrative Draft EIR: Environmental Impact Analysis																		
6.6 Other CEQA Discussions																		
6.7 Draft EIR Alternatives (up to 3)																		
6.8 Respond to City Comments and Produce Draft EIR																		
6.9 Preparation of Notices																		
6.10 EIR Scoping Meeting																		
6.11 Responses to Comments on Draft EIR																		
6.12 MMRP																		
6.13 Findings/Overriding Considerations																		
6.14 Public Hearings (2)																		
6.15 Safety Element Update																		
6.16 Environmental Justice Policy Update																		
6.17 Preparation of Notices																		
6.18 CEQA Adoption / Certification																		

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MEMORANDUM

To: Mayor Mary Mendoza and City Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: November 21, 2022

Subject: Consideration to Accept Grant Funds Awarded by the United States Department of Justice Under the Bulletproof Vest Partnership Grant Act of 1988

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the United States Department of Justice grant (Attachment "A") in the amount of \$21,891.62 intended to cover fifty percent (50%) of the cost for body armor vests for all sworn and reserve police personnel;
- b. Adopt Resolution No. 8194 (Attachment "B") amending the budget of Fiscal Year (FY) 2022-2023 to appropriate the grant revenues and expenses;
- c. Approve the purchase of 40 body armor vests from Dana Safety Supply (Attachment "C") through a cooperative purchasing contract with BuyBoard (Attachment "D") in accordance with Chapter 2, Article VI, Division 6, Section 2-802 of the City of San Fernando Municipal Code; and
- d. Authorize the City Manager to execute a Purchase Order in an amount not-to-exceed \$42,241.

BACKGROUND:

1. The ballistic vests currently worn by police sworn and reserve personnel were purchased in 2017. The vests have a recommended five-year replacement life span, thus requiring those vests to be replaced under the 2022 Bullet Proof Vest Partnership Grant.
2. On June 22, 2022, the City submitted an application for the 2022 Bulletproof Vest Partnership Grant to the United States Department of Justice (DOJ). The program provides grants for the purchase of body armor vests, with a required match of 50% of the total cost of this ballistic equipment.

Consideration to Accept Grant Funds Awarded by the United States Department of Justice Under the Bulletproof Vest Partnership Grant Act of 1988

Page 2 of 2

3. On September 21, 2022, the Police Department received notification of the 2022 Grant award of \$21,891.62 toward the purchase of body armor, with the remainder of the costs, as required, to be covered by matching City funds.

ANALYSIS:

Soft body armor is a protective material that helps absorb the impact and reduce or stop penetration to the wearer from firearm propelled projectiles and fragments from explosions. Soft body armor is typically worn by officers in a vest style application and is referred to as a “ballistic” or “bullet proof” vest. This essential item of equipment is critical to reduce the risks and hazards associated with police work. Ballistic vests are available in three levels, with level III providing the most protection.

The Police Department has an established history of purchasing body armor ballistic vests for police personnel under the DOJ grant. This personal protective equipment is distributed to Police Department sworn and reserve personnel for immediate deployment and daily wear when on duty for protection against life threatening events.

The DOJ grant application required specific National Institute of Justice (NIJ) approved ballistic vests be purchased with specific vendor requirements. The proposed ballistic vests are being purchased under a cooperative procurement through a competitively bid contract between the Dana Safety Supply and BuyBoard, a purchasing cooperative administered by the Texas Association of School Boards. Purchasing the equipment in this manner is in accordance with the City’s Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the ballistic vests are offered by the vendor at the same terms, conditions and price as described in the contract with BuyBoard (Attachment “D”).

BUDGET IMPACT:

Upon acceptance of this grant by the City Council, funds will be disbursed by DOJ to offset costs of body armor vests in the amount of \$21,891.62. Sufficient funding is included in the FY 2022-2023 Adopted Budget to cover the remaining purchase price (001-222-0000-4300).

CONCLUSION:

It is recommended that the City Council accept the grant and authorize the Purchase Order.

ATTACHMENTS:

- A. DOJ Award Email
- B. Resolution No. 8194
- C. Dana Safety Supply Quote
- D. BuyBoard Contract

From: BVP Email Account <ojp@public.govdelivery.com>
Date: September 21, 2022 at 9:21:21 AM PDT
To: irwinrosenberg@yahoo.com
Subject: Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement
Reply-To: ojp@public.govdelivery.com

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2022 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative:

Thank you BVP Program Support Team

RESOLUTION NO. 8194

**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 ACCEPTANCE OF THE BULLET
PROOF VEST GRANT FUNDS**

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, 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:

ALLOCATION OF FUNDS FOR BULLETPROOF VEST PARTNERSHIP GRANT ACT 1988

Increase in Revenues	<u>\$21,891.62</u>
Account No. 110-3696-3675	

Increase in Expenditures	<u>\$21,891.62</u>
Account No. 110-220-3675-4300	

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 21st day of November, 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. 8194 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 21st day of November, 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 November, 2021

Julia Fritz, City Clerk

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	447295
Customer No.	SANFERNPD

Bill To
SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Ship To
SAN FERNANDO POLICE DEPARTMENT 910 FIRST ST. SAN FERNANDO, CA 91340

Contact: SYLVIA ORTEGA
Telephone: 818-898-1281
E-mail: SORTEGA@SFCITY.ORG

Contact: SYLVIA ORTEGA
Telephone: 818-898-1281
E-mail: SORTEGA@SFCITY.ORG

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/01/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Chris Degioanni		Chris Degioanni - LA				
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO OFFICER INFORMATION Warehouse: LOSA Vin #: JASON SILVA 909-501-2528 JSILVA@SFCITY.ORG		0.0000	0.00
1	1	Y	EVP ARMOR EXPRESS TRAVERSE/VORTEX PKG Warehouse: LOSA Vin #: Male Traverse Overt Carrier (Black) Vortex Concealable Panels (Bravo Cut) ID Tag		937.0000	937.00
1	1	Y	VTXM3ARG2BRV ARMOREXP Vortex Level IIIA - NIJ Model#: AEXPG2-A-IIIA Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	TRAMMOLBLKBRV Armor Express Traverse - MOLLE Webbing Warehouse: LOSA Vin #:		0.0000	0.00
1	1	Y	MISC ARMOR EXPRESS (PLTSTP7X9) Warehouse: LOSA Vin #: TRAUMA PACKS/PLATES - SOFT TRAUMA PACK (STP) 7X9		0.0000	0.00

Print Date	07/01/22
Print Time	09:14:41 AM
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Printed By: Chris Degioanni

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	447295
Customer No.	SANFERNPD

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Contact: SYLVIA ORTEGA
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Contact: SYLVIA ORTEGA
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/01/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By			Salesperson	Ordered By		Resale Number
Chris Degioanni			Chris Degioanni - LA			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	IDPLCBLK-TRV AE ID TAGS Warehouse: LOSA Vin #:		0.0000	0.00
1	1	N	FREIGHT INCOMING FREIGHT Warehouse: LOSA Vin #: Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		30.0000	30.00

Print Date	07/01/22
Print Time	09:14:41 AM
Page No.	2

Printed By: Chris Degioanni

Subtotal	967.00
Freight	0.00
9.500 % Sales Tax	89.02
Order Total	1,056.02



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: Valarie Carty
Signature of authorized representative

Date: 11-16-2022

Valarie Carty
Printed name of person signing
Administrator's Representative for the National Purchasing Cooperative

**TO BE COMPLETED BY COOPERATIVE MEMBER: ONLINE AT BUYBOARD.COM
VIA ELECTRONIC SIGNATURE**

Valarie Carty

From: no-reply@buyboard.com
Sent: Tuesday, November 15, 2022 7:29 PM
To: membership@buyboard.com; Buy Board (Cloud)
Subject: BuyBoard New Agreement



Entity Name City of San Fernando

Address 117 MacNeil Street

City San Fernando

State CA

Zip 91607

Phone (818) 898-7307

Fax () -

Authorized Representative Name Erica Melton

Authorized Representative Title Finance Director

Authorized Representative Email emelton@sfcity.org

Coordinator Name Erica Melton

Coordinator Title Finance Director

Coordinator Email emelton@sfcity.org

I AGREE True

Governing Body Approval Required yes

If yes, date approved (mm/dd/yyyy) 11/15/2022

Submitted On 11/15/2022 6:29:14 PM

Reference ID 1668558357037_2091

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matthew Baumgardner, Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: November 21, 2022

Subject: Consideration to Adopt a Resolution Approving Final Parcel Map No. 74153 Located at 927 Seventh Street, Assessor's Parcel No. 2515-028-014

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8193 (Attachment "A") approving Final Parcel Map No. 74153 for 927 Seventh Street.

BACKGROUND:

1. On July 24, 2018, the Planning and Preservation Commission recommended approval of Tentative Parcel Map No. 74153, formerly known as Tentative Parcel Map 2017-001. The Tentative Parcel Map is a proposed subdivision of one 15,800-square foot single-family residential lot with an existing single-family dwelling into three single-family residential lots.
2. On September 17, 2018, the City Council approved Tentative Parcel Map No. 74153 by Ordinance No. 1680 (Exhibit "A" to Attachment "A") pursuant to San Fernando Municipal Code (SFMC) Section 78-72(b), which requires the City Council take action on a Tentative Parcel Map. Approval of the Tentative Map was valid for two (2) years (original expiration date September 17, 2020).
3. On October 24, 2019, the Community Development Department ministerially approved a six-month extension of time for the Tentative Parcel Map. However, this extension was invalid because SFMC Section 78-71 requires action by City Council to grant an extension and the approving Ordinance No. 1680 did not grant such authority to the Department. Therefore, the expiration date remained September 17, 2020.
4. On March 3, 2020, the applicant requested another extension for approval of the Tentative Parcel Map to allow additional time to prepare the Final Parcel Map. No action was taken by the City at this time. However, pursuant to Government Code Section 66463.5(c), the

Consideration to Adopt a Resolution Approving Final Parcel Map No. 74153 Located at 927 Seventh Street, Assessor's Parcel No. 2515-028-014

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applicant's timely request automatically extended the life of the Tentative Parcel Map for 60 days from the original expiration. The new expiration date was November 17, 2020.

5. On September 28, 2020, Assembly Bill (AB) 1561 took effect, which resulted in an automatic 18-month extension of time for the Tentative Parcel Map. AB 1561 granted automatic extensions to qualifying housing entitlements in response to the COVID-19 pandemic that were in effect prior to March 4, 2020, and set to expire before December 31, 2021. The Tentative Parcel Map qualified under AB 1561 and was thus, extended from November 17, 2020 to May 17, 2022.
6. On March 24, 2022, the applicant filed a Final Parcel Map to finalize the Tentative Parcel Map. Pursuant to Government Code Section 66463.5(b), subsequent actions, including approval and recording of the final map may occur if a final map is timely filed. Therefore, the City Council may approve the Final Parcel Map after the expiration date of the Tentative Parcel Map because the Final Parcel Map was filed prior to the expiration of the Tentative Parcel Map.

ANALYSIS:

In accordance with the provisions established in the Subdivision Map Act and the City's Subdivision Ordinance (Chapter 78), the applicant has submitted a request for approval of a Final Parcel Map, which is in substantial compliance with Tentative Parcel Map No. 74153. Pursuant to San Fernando Municipal Code Section 78-37(2), tentative and final maps are required for all subdivisions described by Government Code § 66426(a)—(e) and for subdivisions creating four or fewer parcels. The tentative map shows the conceptual proposed design and improvements of the site as well as the existing conditions. A final map depicts the legal subdivision of land including dedications, owner's statements, survey points, meets and bounds, easements, and new lots. A parcel map is a recorded map that is processed when land will be subdivided into four or less lots. Whereas a tract map is a recorded map that is processed when land will be subdivided into five or more lots.

After approval of the Tentative Parcel Map, the applicant was required to obtain a Parcel Map Number issued by Los Angeles County Engineer, Preliminary Subdivision Report from the Title Company, all deeds, County Tax Assessor's Map, five-year tax history, mathematical traverses of the boundary of division of land, tie and field notes, underlying tracts and reference maps. All these documents were used in preparation of the Final Parcel Map.

Staff has reviewed the proposed Final Parcel Map and has determined that all map conditions have been met. Some of the conditions of approval are:

Consideration to Adopt a Resolution Approving Final Parcel Map No. 74153 Located at 927 Seventh Street, Assessor's Parcel No. 2515-028-014

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- The site and immediate surrounding areas shall be kept in a clean, neat, and orderly manner.
- All plantings shall be kept in a healthy and growing condition, consistent with the design of landscaping and irrigation plan approved by the Community Development Department.
- Property owner, operator, and successors shall comply with graffiti removal and deterrence requirement of the SFMC.
- All on-site utilities shall be located underground.
- Electrical distribution facilities/equipment shall be designed/located in conformance with California Public Utilities Commission recommendations for “prudent avoidance” of exposure of dwelling unit occupants to power frequency electromagnetic fields that are above background levels.
- All trash receptacles shall be placed in confined area within the property out of sight of the public right-of-way as well as off of public property except for trash collection activities.
- The developer shall construct and provide a separate sewer lateral to each of the three residential lots. Each of the proposed dwelling must have their own separate sewer lateral connection.
- The developer shall provide separate water service for each of the three dwellings.
- The developer shall remove driveway approaches that will no longer be used.
- The developer shall construct a new wheel chair ramp with truncated dome.
- The developer shall construct new sidewalk and adjust any utility boxes to grade.
- The developer shall plant trees in parkway on Macneil Street and Seventh Street.
- The developer shall dedicate approximately 10.5 feet x 200 feet notch along Macneil Street to the City and construct new sidewalk, curb and gutter, and street improvements per City Standards.

Approval of the Final Parcel Map includes the City accepting the dedication of a 10.5-foot wide along the frontage of the project for public right-of-way use. The applicant is responsible to construct all right-of-way improvements in this dedication area. The applicant is also required to pay an improvement bond to ensure that all right-of-way improvements will be constructed. A subdivision improvement agreement will be recorded to ensure that the required improvements in the right-of-way will be completed.

In addition, the conditions of approval also allow withholding issuance of a Certificate of Occupancy for any of the three single family homes to be built on these new lots.

BUDGET IMPACT:

No additional budget impacts are anticipated as a result of this approval. The developer has deposited approximately \$5,700 to cover plan check fees for processing the Final Map. Any

Consideration to Adopt a Resolution Approving Final Parcel Map No. 74153 Located at 927 Seventh Street, Assessor's Parcel No. 2515-028-014

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additional fees required by the plan checker to complete the entitlement process will be obtained from the developer to cover all associated costs of the engineering review. The Fiscal Year 2022-2023 Adopted Budget includes sufficient projected revenues for these fees; therefore, no budget resolution is required.

CONCLUSION:

The Final Map is acceptable for signature and recordation by the City Engineer. The Final Parcel Map conforms to the Tentative Parcel Map and meets the conditions of approval, as such staff is recommending approval by City Council as provided in the Subdivision Map Act adopting the attached Resolution approving the Final Parcel Map No. 74153. Additionally, the project complies with all other applicable requirements of the Subdivision Map Act and the City of San Fernando Municipal Code.

ATTACHMENT:

- A. Resolution No. 8193, including:
Exhibit A: Ordinance No. 1680

RESOLUTION NO. 8193

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, APPROVING THE FINAL MAP FOR PARCEL NO. 74153
LOCATED AT 927 SEVENTH STREET**

WHEREAS, Tentative Parcel Map for the proposed subdivision was originally approved by the City Council of the City of San Fernando on September 17, 2018; and

WHEREAS, this approval was subject to the conditions set forth in Exhibit "A" attached hereto; and

WHEREAS, the City Council hereby finds that the Public Works Department requirements have been satisfied or will be satisfied prior to issuance of a Certificate of Occupancy for the three lots with single-family residential dwellings in the City of San Fernando; and

WHEREAS, the City Council as per City Code Section 78-215 finds that payment of the Quimby fees shall be satisfied in advance of Final Map recordation or building permit issuance for the three lots with single-family residential dwellings within the City of San Fernando, and

WHEREAS, the City Council hereby finds that the map conforms to the requirements of the Subdivision Map Act and the Subdivision Ordinance of the City of San Fernando.

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

SECTION 1. The Final Map for Parcel Map No. 74153 is hereby accepted and directs that the Final Map be recorded.

PASSED, APPROVED, AND ADOPTED THIS 21st day of November, 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. 8193 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 21st day of November, 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 November, 2022.

Julia Fritz, City Clerk

ORDINANCE NO. 1680

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A REQUEST FOR THE APPROVAL OF A TENTATIVE PARCEL MAP TO SUBDIVIDE A 15,800 SQUARE FOOT PROPERTY INTO THREE LOTS AS FOLLOWS: PARCEL 1 WILL CONSIST OF APPROXIMATELY 3,879 SQUARE FEET AND PARCEL 2 WILL CONSIST OF APPROXIMATELY 4,909 SQUARE FEET AND PARCEL 3 WILL CONSIST OF APPROXIMATELY 4,910 SQUARE FEET, EACH. THE PROJECT SITE CONSISTS OF A 79-FOOT BY 200-FOOT LOT AND IS LOCATED AT THE CORNER OF SEVENTH STREET AND MACNEIL STREET WITHIN THE SINGLE-FAMILY RESIDENTIAL ZONE (R-1 ZONE)

WHEREAS, an application has been filed by Jose J. Martinez, with the City to allow for the subdivision of a single lot into three separate single family residential lots. In addition, the applicant would also be dedicating a portion of the lot to the City which will be designated for sidewalk and parkway public right-of-way improvements. on an approximate 15,800 square foot site located at 927 Seventh Street within the R-1 single family residential zone; and

WHEREAS, notice of Public Hearing of the City Council of the City of San Fernando to consider the requested tentative parcel map was given in accordance with Government Code §66451.3; and

WHEREAS, notice of said tentative parcel map was submitted to appropriate agencies as required by the subdivision requirements of state law and the San Fernando Municipal Code, with the request for their review, comments, and requirements in accordance with Government Code §66455.7 and 66453); and

WHEREAS, pursuant to Government Code §66452.3, City staff prepared a written report recommending that the proposed subdivision be approved, and served a copy of that report upon the subdivider at least three (3) days prior to the aforementioned hearing; and

WHEREAS, pursuant to Government Code §66412.3, the Planning and Preservation Commission has considered the effect of the proposed development, on the housing needs of the region in which San Fernando is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources; the approval of the proposed development represents the balance of these respective needs in a manner which is consistent with the City's obligation pursuant to its powers to protect the public health, safety and welfare.

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

SECTION 1: Pursuant to the California Environmental Quality Act (CEQA), staff has adopted a mitigated negative declaration for the project. The environmental analysis notes possible short term impacts during the construction phase of the project which will be mitigated in order to provide less than a significant impact on the environment. The public review period for the Negative Declaration was from December 27, 2017 and ended on January 17, 2018.

SECTION 2: Pursuant to Government Code §66473.5, the proposed development and provisions for its design and improvement are compatible with the objectives, policies, and general land uses and programs provided in the City's General Plan and any applicable specific plan; and

SECTION 3: Pursuant to Government Code §65567, the proposed development and the provisions for its design and improvements are compatible with the objectives, policies, and general land uses and programs provided in the City's local open space plan; and

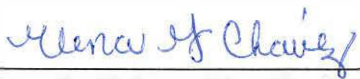
SECTION 4: Pursuant to Government Code §66474, with the incorporation of those conditions attached as Exhibit "A":

- a. The proposed map is consistent with the applicable general and specific plans as specified in Government Code §65451.
- b. The design and improvements of the proposed subdivision are consistent with the General Plan.
- c. The site is physically suitable for the type of development contemplated by the proposed subdivision.
- d. The site is physically suitable for the proposed density of the development contemplated by the proposed subdivision.
- e. The design of the development and improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
- f. The design of the development and improvements is not likely to cause serious public health problems.
- g. The design of the development or the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed development.


PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 17th day of September, 2018.


Sylvia Ballin, Mayor

ATTEST:


Elena G. Chávez, City Clerk

APPROVED AS TO FORM:


Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No. was adopted at a regular meeting of the City Council held on the 17th day of September 2018, and was carried by the following roll call vote:

AYES: Ballin, Fajardo, Gonzales – 3

NOES: None

ABSENT: Lopez, Soto – 2

ABSTAIN: None

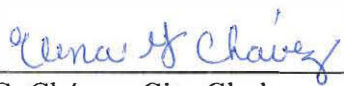

Elena G. Chávez, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

PROJECT NO. : **Tentative Parcel Map 2017-001**
PROJECT ADDRESS : 927 Seventh Street, San Fernando, CA 91340
(Los Angeles county Assessor's Parcel No.: 2515-028-014)
PROJECT DESCRIPTION : A request for the approval of a tentative parcel map to subdivide a 15,800 square foot property into three lots as follow: Parcel 1 will consist of approximately 3,879 square feet and Parcel 2 will consist of approximately 4,909 square feet and Parcel 3 will consist of approximately 4,910 square feet, each. The project site consists of a 79 foot by 200 foot lot and is located at the corner of Seventh Street and Macneil Street within the Single-Family Residential (R-1) Zone.

Tentative Parcel Map 2017-01 Conditions of Approval:

The following are conditions for approval of the proposed subdivision upon review of the Tentative Parcel Map, and shall be complied within their entirety, as determined by the Community Development Department, prior to approval of the Final Parcel Map:

1. These conditions of approval and the attachments thereto are applicable to the land described in this application and shown on the tentative parcel map.
2. The proposed subdivision and final parcel map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The tentative parcel map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the City of San Fernando. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.
3. The final parcel map shall be prepared in accordance with the policies and procedures of the City of San Fernando, including final approval by the City Council. Such map shall be submitted to the Community Development Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the tentative parcel map.
4. The applicant shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist." (See "Attachment 6") Also, any approved revisions to the proposed subdivision shall be incorporated into the site plan submitted prior to approval of the final parcel map.

COA –TPM 2017-001
927 Seventh Street, San Fernando, CA 91340 (Cont'd)
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5. The City's residential development fee for parkland acquisition or enhancement ("Quimby fee") shall be paid in full prior to the recording of the final parcel map with the County of Los Angeles. The required development fee is calculated with a formula: land value per square foot times number of dwelling units times 235 square feet per unit. The Community development Department will establish land value by either an independent appraisal (at the applicant's expense) or by the applicant providing the Community Development Department with satisfactory proof of purchase.
6. A grading plan shall be reviewed and approved by the City Engineer. Existing grades abutting neighboring properties shall be maintained, unless otherwise approved by the City Engineer and the Community Development Department.
7. The applicant shall provide the Community Development Department with proof that the Conditions of Approval have been recorded with the Los Angeles County Clerk's Office.
8. Within thirty (30) days of approval of Tentative Parcel Map 2017-001 by the City Council, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing a statement that he or she accepts and shall be bound by all of the conditions.
9. Indemnification. The property owner and developer shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. The duty to indemnify, protect, hold harmless and defend as described in this section above, also includes, without limitation, the duty to pay all reasonable attorneys fees, City staff time costs and other out-of-pocket expenses incurred by the City in the course of the property owner's or developer's defense of any effort attack, set aside, void, annul, recover monetary damages resulting from an approval of the City, or any agency or instrumentality thereof. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall also defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.

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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: November 21, 2022

Subject: A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, provide direction on an Energy Savings Performance Contract with Willdan Energy Solutions (Attachment "A" – Contract No. 2126) for Turn-Key Design, Engineering, and Construction Services for either:
 - Option No. 1: Solar, Heating, Ventilation, and Air Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities; or
 - Option No. 2: HVAC at the Police Department facility;
- c. Consider the adoption of Resolution No. 8195 (Attachment "B") adopting required findings and authorizing the City Council to execute an Energy Saving Performance Contract with Willdan Energy Solutions; and
- d. Authorize the City Manager to execute the Agreement and all related documents.

BACKGROUND:

1. On May 8, 2020, staff applied for grant funds under the Self-Generation Incentive Program (SGIP) developed by the California Public Utilities Commission (CPUC) and administered by a group of four utility agencies, including Southern California Edison (SCE).

A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

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2. In January 2021, CPUC accepted the City's applications for the installation of Battery Energy Storage Systems (BESS) at the Police Department and Public Works Operations Facilities in the amounts of \$394,400 and \$189,550, respectively.
3. On February 1, 2021, the City Council approved a deposit of \$30,000 to reserve the City's spot in the SGIP for the BESS projects at the Police Department and Public Works facilities.
4. On December 14, 2021, staff released a Request for Proposals (RFP) for design and construction management services for Solar, HVAC, and Battery Energy Storage Systems at the Police Department and Public Works Operations facilities, as well as an alternate contract item for City Hall.
5. On January 4, 2022, staff received three proposals from qualified and experienced MEP (mechanical, electrical, and plumbing) engineering firms: NAI Consulting, P2S ENG, and Willdan Energy Solutions.
6. On January 18, 2022, the City Council awarded a contract to Willdan Energy Solutions for feasibility analysis and design of Solar, HVAC, and BESS projects at City facilities.

ANALYSIS:

Since February 2022, Willdan Energy Solutions has been conducting an analysis and redesign of the HVAC system located at the Police Department facility, as well as performing a design of new solar and battery energy storage systems (BESS) to be installed at the Police Department and Public Works facilities. In order to facilitate this work, the City was approved for rebate incentives in 2021 through the Self-Generation Incentive Program (SGIP), which aims to support the deployment of BESS projects throughout the State. These incentives are paid out over a period of six years and would help to offset the project costs related to BESS installations at the Police Department and Public Works facilities.

At the time of awarding the contract to Willdan Energy Solutions, a total of \$1,416,500 was set aside for any future projects involving Solar, HVAC, and BESS at City facilities, through the General Fund, as well as Water and Sewer Enterprise funds. The total cost of future projects were unknown, but the desire of staff was to begin analysis of the facilities, with a priority being placed on the failing HVAC system at the Police Department.

The HVAC system at the San Fernando Police Department, which was installed in 1988, has been struggling to keep up with adequately cooling the entire facility. Over the last three years, there has been an annual average of 20 service call-outs by an outside maintenance contractor to address various issues with the aging system. The addition of the new citywide radio system

A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

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equipment at the Police Department facility requires proper cooling and ventilation to prevent the technology and communications equipment from overheating, which has created the critical need of having this system replaced in the timeliest manner possible. The 24-hour nature of the Police Department facility, its critical role in providing public safety and emergency services to the community, and its high-energy use requires a prioritized approach to introducing energy-efficient HVAC equipment upgrades.

As Willdan Energy Solutions worked through their analyses of the facilities and eventual designs, ballpark estimates for HVAC (approximately \$1.7 million) and Solar/BESS (approximately \$1.5 million) were developed to help anticipate pricing that would be submitted through interested contractors. These project scopes include the following:

Police Department HVAC Redesign and Replacement

- Demolish and dispose existing variable air volume (VAV) system, five rooftop units, mixed air unit and exhaust fans.
- Install new variable refrigerant flow (VRF) heat recovery system to allow for simultaneous heating and cooling.
- Install new dedicated outdoor air systems.
- Install VRF refrigerant piping.
- Install two high-efficient roof top units.
- Duct modifications throughout the buildings.
- Install new exhaust fans.
- Install new building management system to control all the HVAC systems.
- Test and commission the mechanical and controls system.

The new VRF system provides the best value from the life cycle cost standpoint while significantly improving occupant comfort. Currently, they have a lead time of 10 to 12 weeks, so the work can be started before Summer 2023, if the project is awarded by January 2023.

Battery Energy Storage System (BESS)

- BESS to be installed at Police Department (120 kW/516 kWh) and Public Works Building (120 kW/258 kWh).
- Install BESS, isolation transformers and requisite controls to operate for economic benefit (peak demand shaving and energy rate arbitrage) and SGIP requirements per manufacturer's instructions.
- Includes 10-year service warranty.

A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

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Solar Photovoltaic (PV) System

- Solar PV at Police Department (122.4 kW-DC) car port canopy structure.
- Solar PV at Public Works Building (45.1 kW-DC) rooftop system.
- Furnish and install the PV system including panels, racking, inverters, electrical connections and necessary ADA related upgrades.
- Coordinate with local electric utility.
- Design, furnish and install array lighting for canopy systems and integrate into existing lighting controls to be compliant with CA Title 24.
- Test and commission all installed solar PV systems.
- Install Data Acquisition System (DAS) that monitors all solar PV performance and provide remote access to City.

Energy Services Contract – California Government Code Section 4217.

Sections 4217.10 through 4217.18 of the California Government Code allow for public agencies to contract with consultants to provide turn-key construction services for energy services contracts, including HVAC, Solar and BESS installations. The key stipulation of this section of the code is that the project must provide net savings over the project life when considering all project costs, including any financing costs, compared to the total energy savings realized as a result of completing the installations. The project construction costs are based on bids that the consultant gathers through its own bid solicitation process. It is not a publicly-advertised process, but it is sent out to many qualified local and regional contractors that are experienced in HVAC, solar, and BESS installations. This section of the government code also requires a public hearing be held to consider the project and 14 days notification be provided to the public. The notice for the public hearing was published in the San Fernando Sun on November 3, 2022.

Bid Summary for HVAC and Solar/BESS Projects.

Similar to what staff has seen in recent months with construction bids, and what agencies across the region are seeing, the bids that were submitted to Willdan Energy Solutions for the HVAC and Solar/BESS projects were considerably higher than the estimates that were developed a few months ago. As a comparison, the lowest bids that were submitted for the HVAC and Solar/BESS projects were \$3.45 million and \$2.7 million, respectively. This is 103 percent and 80 percent higher than the original estimates, respectively. The reasons for these increases are the same that are being experienced in all construction projects right now – that is, there continues to be significant shortages in materials, which is driving up costs, and the labor market continues to be tight, which is also impacting the bids that contractors are providing for construction projects. While the two components of the project add up to approximately \$6.15 million when viewed separately, the combined project is closer to \$5.65 million due to some cost efficiencies spread across various elements of both project scopes.

A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

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Options for Moving Forward with the Projects.

Due to the significant increase in pricing, staff is presenting three scenarios to consider for moving forward with some or all components of the projects. These options are broken down into the following categories:

Option No. 1: Full Project – HVAC and Solar/BESS

Option No. 2: HVAC-only

Option No. 3: Re-bid of HVAC-only

Option No. 1: Full Project – HVAC and Solar/BESS (approximately \$5.65 million).

In the Full Project scenario, the City would have access to all of the \$1.415 million that was appropriated for the combined project in January 2022, with the exception of the funds that were allocated for the initial engineering analysis and design. An additional \$4.4 million would be needed to fund this project. The options are further broken down by funding source, as follows:

Option No. 1a: Add \$4.4 million from the General Fund reserves

Option No. 1b: Split the \$4.4 million between the General Fund and ARPA funds

Option No. 1c: Secure \$4.4 million in financing (see Attachment “C”)

For Option No. 1c, there is an annual debt service that would need to be paid from the General Fund. For the Full Project Scenario, this would be approximately \$360,000 for the 20-year term of the financing.

Option No. 2: HVAC-only (approximately \$3.45 million).

In the HVAC-only scenario, the City would not have access to any of the SGIP rebate incentives since it can only be used for the BESS project. Of the \$1.415 million that was appropriated for the combined project in January 2022, approximately \$1 million would be available when removing the Water and Sewer funding allocated for the engineering analysis and design of the Public Works Administration building. An additional \$2.3 million would be needed to fund this project. The options are further broken down by funding source, as follows:

Option No. 2a: Add \$2.3 million from the General Fund reserves

Option No. 2b: Add \$2.3 million from available American Rescue Plan Act (ARPA) funds

Option No. 2c: Split the \$2.3 million between the General Fund and ARPA funds

Option No. 2d: Secure \$2.3 million in financing (see Attachment “D”)

For Option No. 2d, there is an annual debt service that would need to be paid from the General Fund. For the Full Project Scenario, this would be approximately \$196,000 for the 20-year term of the financing.

A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

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Option No. 3: Public Bid of HVAC-only.

One additional option to consider would be to focus on taking the HVAC-only project out to a full, publicly-advertised bid. In the current bidding environment, it is difficult to assess if this would result in a lower overall price for the project than was secured by Willdan Energy Solutions during its bid process. If City Council provides direction to move forward with this option, Willdan Energy Solutions and staff would prepare a bid package to advertise in December 2022 and return by the second meeting in January 2023 to potentially award a contract. This option would add at least two months to the construction timeline of the project and most likely delay any air conditioning being available at the Police Department facility during the summer of 2023.

Timeline for Awarding Contract.

If Option No. 1 is selected from above, then a contract will need to be awarded to Willdan Energy Solutions by November 30, 2022, in order to remain eligible for the rebate incentives through the SGIP. If Option No. 2 is selected, then staff recommends awarding a contract in order to move forward with the HVAC-only project and stay on a project schedule that would allow for air conditioning to be available in the Police Department facility by the summer of 2023.

BUDGET IMPACT:

Funds were appropriated from the General Fund, Water Fund, and Sewer Fund to complement the funds available from SGIP (\$583,950) to cover expenses for the initial professional services contract with Willdan Energy Solutions (\$212,717) and any future construction costs of \$1,787,283 for a total appropriation amount of \$2,000,000. The funding is broken down as follows:

Sources		
Fund	Account Number	Allocation
SGIP	010-390-0765-4600	\$ 583,950
General Fund	001-190-0765-4932	\$ 1,217,803
Water Fund	070-385-0765-4932	\$ 169,926
Sewer Fund	072-365-0765-4932	\$ 28,321
Total		\$ 2,000,000

Uses	
Engineering Design	\$ 212,717
HVAC, Solar, and BESS construction	\$ 1,787,283
Total	\$ 2,000,000

It should be noted that SGIP and Water and Sewer Enterprise Funds can only be used for the Full Project option since this scenario includes BESS project installations. These sources could not be used for HVAC-only scenario at the Police Department facility.

A Public Hearing to Consider Approving an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning, and Battery Energy Storage Systems at City Facilities

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Staff has included available fund balances for General Fund reserves and ARPA funds for City Council to consider. The allocated ARPA funds include \$2,000,000 for water-related projects and \$300,000 for solar energy projects.

Potential Funding Sources		
Fund	Account Number	Fund Balance
General Fund (unaudited reserve balance)	001-2400	\$ 10,052,510
Allocated ARPA Funds (water and solar projects)*	121-385-3689-4600 121-390-3689-4260	\$ 2,300,000
Unallocated ARPA Funds	121-various-3689-various	\$ 1,007,232

**NOTE: Available to de-allocate if other funding is found*

CONCLUSION:

It is recommended that the City Council provide direction on moving forward with one of the three options outlined in this agenda report:

- Option No. 1. Proceed with the full combined project focused on HVAC installation at the Police Department facility and Solar/BESS installations at the Police Department and Public Works facilities; or
- Option No. 2. Proceed with just the HVAC portion of the project at the Police Department Facility; or
- Option No. 3. Take the HVAC portion of the project out to a full, publicly-advertised bid to see if a reduction in project costs could be realized.

If Options No. 1 or No. 2 are selected, it is recommended that the City Council consider the approval of an Energy Savings Performance Contract with Willdan Energy Solutions for turn-key design, engineering, and construction services for Solar, HVAC, and Battery Energy Storage Systems at City facilities. If Option No. 3 is selected, staff will release bids to the public in December 2022, and return to City Council with a potential contract award at the second meeting in January 2023.

ATTACHMENTS:

- A. Contract No. 2126 (Option No. 1)
Contract No. 2126 (Option No. 2)
- B. Resolution No. 8195
- C. Estimated Project Financing – Full Project Scenario
- D. Estimated Project Financing – HVAC-only scenario

ATTACHMENT "A"

CONTRACT NO. 2126 (Option 1)

ENERGY SAVINGS PERFORMANCE CONTRACT

This Energy Savings Performance Contract (together with its attached Schedules and Exhibits, the "**Contract**") is made and entered into as of this _____ day of _____, 2022 (the "**Effective Date**"), between Willdan Energy Solutions, a California corporation with California state contractor's license number 1065713 ("**WES**"), and The City of San Fernando ("**Customer**"). Each of WES and Customer may be referred to in this Contract as a "**Party**" and collectively as the "**Parties**."

The purpose of this Contract is for WES to perform an investment grade audit (an "**IGA**") of the Customer's property and buildings (the "**Premises**"); the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy, water or other operating cost saving measures and equipment, including estimated program costs and overall potential energy cost and consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy, water or other operating costs at the Premises (collectively, the "**Project**").

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving equipment and services designed to reduce the Premises' energy consumption and costs and improve the Premises' energy quality and reliability;

WHEREAS, WES has made a preliminary assessment of the energy consumption characteristics of the Premises and existing equipment;

WHEREAS, Customer desires to retain WES to identify and develop energy efficiency measures as well as energy generation measures, and/or fee-producing infrastructure facilities, and in compliance with California Government Code §§4217.10 through 4217.18 and/or California Government Code §5956, to design, engineer, procure, construct, install, and commission such energy efficiency measures and energy generation measures, and/or fee-producing infrastructure facilities, all as described in Schedule A (Scope of Work), attached hereto and made a part hereof, as well as to provide other services for the purpose of achieving energy and operational savings within the Premises, as more fully set forth herein; and

WHEREAS, Customer is authorized under the laws of the State of California to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and WES hereto covenant and agree as follows:

SECTION 1 ESPC DOCUMENTS

Section 1.1. The ESPC Documents (hereinafter, "**ESPC Documents**") consist of this Contract; other documents listed in this Contract; and Modifications issued after execution of this Contract. A "**Modification**" is a written amendment to the Contract (including the Performance Contract Amendment defined below) signed by both Parties. A change order is a Modification.

Section 1.2. The ESPC Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The ESPC Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Customer and WES.

Section 1.3. Schedules and Exhibits. WES has prepared, and Customer has approved and accepted, the Exhibits and Schedules set forth below, copies of which are attached hereto and made part of this Contract by reference.

SCHEDULES

- Schedule A Scope of Work
- Schedule B Compensation to WES

EXHIBITS

Exhibit 1 Form of Performance Contract Amendment, including the following Schedules (the “***Performance Contract Amendment***”):

- Schedule 1-A Additional Responsibilities
- Schedule 1-B Certificate of Substantial Completion
- Schedule 1-C Certificate of Acceptance – Project Final Completion

Exhibit 2 Form of Energy Savings Guarantee, including the following Schedules (the “***Energy Savings Guarantee***”):

- Schedule 2-A Baseline Energy Consumption
- Schedule 2-B Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline

SECTION 2 THE WORK

Section 2.1. The term “***Work***” means the investigation, design, engineering, construction, installation, commissioning and related services required to fulfill WES’s obligations under the ESPC Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by WES.

Section 2.2. WES shall fully execute the Work described in the ESPC Documents, except to the extent specifically indicated in the ESPC Documents to be the responsibility of others.

Section 2.3. WES shall perform all Work through sub-contractors or through WES’s own forces.

Section 2.4. WES shall perform the Work in accordance with sound engineering and safety practices, in compliance with any and all reasonable rules of Customer relative to the Premises, and in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in effect on the Effective Date or the date of a Modification, as applicable. If WES performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, WES shall assume responsibility for such Work and shall bear the costs attributable to correction.

SECTION 3 PHASES OF THE WORK

Section 3.1. The Work shall be performed in three phases: the IGA Phase, the Construction Phase, and the Energy Savings Guarantee Phase, each as outlined in the Scope of Work.

(a) The IGA Phase will commence on the Effective Date.

(b) The Construction Phase will commence upon the execution of a Performance Contract Amendment in the form of Exhibit 1, following the conclusion of the IGA Phase,

(c) The Guarantee Phase will commence upon the execution of an Energy Savings Guarantee in the form of Exhibit 2, following the execution of the Certificate of Acceptance – Project Final Completion in the form of Schedule 1-C.

CONTRACT NO. 2126 (Option 1)

Section 3.2. The Scope of Work for each phase of the Work is defined in Schedule A (Scope of Work) (the “**Scope of Work**”). The fee for each phase of the Work is defined in Schedule B (Compensation to WES) (the “**Compensation Schedule**”).

SECTION 4 FEES FOR THE WORK; PAYMENTS

Section 4.1. Customer will pay WES for the performance of the Work in accordance with the Compensation Schedule.

Section 4.2. Billing Information Procedure. Payments due to WES shall be calculated each month and paid in accordance with the Compensation Schedule.

Section 4.3. Payment. Customer shall pay WES within thirty (30) days of receipt of WES’s application for payment. Amounts unpaid thirty (30) days after the invoice date shall bear interest at 1.5% per month.

SECTION 5 FISCAL FUNDING

Section 5.1. Non-appropriation of Funds. In the event no Customer funds (or other funds), or insufficient Customer funds (or other funds), are appropriated and budgeted for any future fiscal period in which payment will be due to WES under this Contract, and funds are otherwise unavailable by any means whatsoever in such future fiscal period, then the Customer will, not less than thirty (30) days prior to the beginning of such future fiscal period, notify WES in writing of such occurrence, and this Contract shall terminate on the last day of the fiscal period for which appropriations were made, without penalty or expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed, for which Customer and/or other funds shall have been appropriated and budgeted or are otherwise available.

SECTION 6 ENERGY USAGE RECORDS AND DATA

Section 6.1. Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to WES, upon its request, all of Customer’s records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twenty-six (26) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer’s financial statements and records related to energy usage and operations for said 26-month period at the Premises, and shall make agents and employees familiar with such records available for consultations and discussions with WES.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1. Each Party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

CONTRACT NO. 2126 (Option 1)

(d) it has not received any notice, nor to the best of its knowledge, is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 8 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Section 8.1. Customer hereby warrants, represents and promises that it has provided, or shall provide timely, to WES all records relating to energy usage and energy-related maintenance of the Premises requested by WES and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects.

Section 8.2. WES hereby warrants, represents and promises that:

(a) it is properly qualified, licensed and equipped to supply and perform the Work in the State of California;

(b) it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(c) it shall use qualified subcontractors and delegates, appropriately registered, licensed and bonded in this state, to perform the Work so subcontracted or delegated pursuant to the terms hereof;

(d) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

SECTION 9 PERFORMANCE BY WES

Section 9.1. WES shall perform all tasks/phases under the Contract, including the IGA Phase and the Construction Phase, in such a manner so as not to harm the structural integrity of the buildings or their operating systems. WES shall repair and restore to its original condition any area of damage caused by WES's performance under this Contract. Customer reserves the right to review the Work performed by WES and to direct WES to take certain corrective action if, in the reasonable opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by WES's performance of the Work shall be borne by WES.

Section 9.2. WES shall remain responsible for the professional and technical accuracy of all Work performed, whether by WES or its subcontractors or others on its behalf, throughout the term of this Contract.

SECTION 10 OWNERSHIP

Section 10.1. Ownership of Certain Proprietary Property Rights. Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Work. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "***Instruments of Service***") furnished directly or indirectly, in writing or otherwise, to Customer by WES under this Contract will remain WES's property and may be used by Customer only for the Work. WES will be deemed the author and Customer of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Customer for future additions or alterations to the Project or for other projects, without the prior written agreement of WES. Any unauthorized use of the Instruments of Service will be at Customer's sole risk and without liability to WES. If Customer uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of WES, Customer agrees to waive and release, and indemnify and hold harmless, WES, its subcontractors,

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and their directors, employees, subcontractors, and agents from any and all claims, losses, and other liabilities associated with or resulting from such use.

SECTION 11 INDEMNIFICATION

Section 11.1. WES shall save and hold harmless Customer and its officers, agents and employees or any of them from any and all third-party claims, demands, actions or liability of any nature, to the extent based upon or arising out of WES's negligence or other wrongful conduct in any Work performed by WES, its agents or employees under this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party.

Section 11.2. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

SECTION 12 CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 12.1. WES shall notify Customer in writing immediately of any delay or anticipated delay in WES's performance of this Contract due to causes or circumstances beyond the reasonable control of WES. Notice shall include the reason for and anticipated length of the delay, and the date of performance shall be extended for a period equal to the time lost by reason of the delay. WES may be entitled to additional compensation due to any such extension of time. Any extension of time pursuant to this Section 12.1 shall be documented by a Modification signed by the Parties. Examples of such possibly excusable delays are natural calamities, strikes and boycotts, war or civil unrest or governmental actions and other events that are commonly deemed force majeure events.

SECTION 13 EVENTS OF DEFAULT

Section 13.1. Events of Default by Customer. Each of the following events or conditions shall constitute a "***Customer Event of Default***":

(a) any failure by Customer to pay WES any sum due for a service and maintenance period of more than five (5) days after written notification by WES that Customer is delinquent in making payment; *provided* that WES is not in default in its performance under the terms of this Contract; or

(b) any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, Customer shall not be in default if Customer commences a cure within such thirty (30) day period and diligently pursues completion thereof; or

(c) any representation or warranty furnished by Customer in this Contract was false or misleading in any material respect when made.

Section 13.2. Events of Default by WES. Each of the following events or conditions shall constitute a "***WES Event of Default***":

(a) any failure by WES to meet the standards of comfort and service set forth in Schedule 1-A-3 due to failure by WES to properly design, install, maintain, repair or adjust the Equipment; *provided* that such failure continues for thirty (30) days after notice to WES demanding that such standards be met, or if such failure cannot be cured within thirty (30) days, WES shall not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof.

CONTRACT NO. 2126 (Option 1)

(b) any other material failure by WES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to WES demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, WES shall not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof;

(c) any representation or warranty furnished by WES in this Contract was false or misleading in any material respect when made; or

(d) the filing of a bankruptcy petition, whether by WES or its creditors against WES, which proceeding shall not have been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of WES.

SECTION 14 REMEDIES UPON DEFAULT

Section 14.1. Remedies upon Default. All disputes shall be submitted to the individuals listed in Section 23 for resolution. In the event that a remedy acceptable to both Customer and WES cannot be found, either Party may seek mediation as outlined in Section 15.

SECTION 15 MEDIATION

Section 15.1. Any claims or actions (“*Claims*”) arising out of or related to the Contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party.

Section 15.2. The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Request for mediation shall be filed in writing with the other Party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

Section 15.3. The Parties shall share the mediator’s fee and any filing fees equally.

Section 15.4. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Section 15.5. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 16 LIENS

Section 16.1. WES will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim from arising against any Customer property, against WES’s rights to payments hereunder, or against Customer.

SECTION 17 INDEPENDENT CAPACITY OF THE CONTRACTOR

Section 17.1. The Parties hereto agree that WES, and any agents and employees of WES, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Customer for purposes of conflict of interest laws or any other applicable law.

SECTION 18 NO WAIVER

Section 18.1. The failure of WES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party’s



CONTRACT NO. 2126 (Option 1)

right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of WES or Customer.

SECTION 19 SEVERABILITY

Section 19.1. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 20 COMPLETE AGREEMENT

Section 20.1. This Contract, when executed, together with all Exhibits and Schedules attached hereto or to be attached hereto, as provided for by this Contract, shall constitute the entire agreement between the Parties and this Contract may not be amended, modified, or terminated except by a written Modification signed by the Parties hereto.

SECTION 21 FURTHER ASSURANCES

Section 21.1. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 22 APPLICABLE LAW

Section 22.1. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

SECTION 23 NOTICE

Section 23.1. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO WES:

Willdan Energy Solutions
Attention: Micah Chen
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806

TO CUSTOMER:

City of San Fernando
Attention: Nick Kimball
117 N Macneil Street
San Fernando, CA 91340

SECTION 24 HEADINGS

Section 24.1. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 25 INSURANCE

Section 25.1. WES shall procure and maintain in effect insurance coverage in amounts not less than the following.

(a) Workers' Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

(b) Commercial General Liability Insurance for personal and bodily injury, including death, and property damage with limits not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 general aggregate.



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(c) Automobile Liability Insurance for personal and bodily injury, including death and property damage in the amount of not less than \$1,000,000 per occurrence.

(d) Professional Liability Insurance for damages incurred by reason of any negligent act, error or omission committed by WES in performing professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

(e) Builders All-Risk Insurance: WES, at Customer's expense, shall maintain "All Risk Insurance" for all Equipment, and property obtained by or for WES which is to become a part of the work while such Equipment and property is stored at the job site, at temporary locations, or while in transit to the Project from such temporary locations. WES shall also be responsible for insuring Subcontractors' owned, rented, or borrowed equipment.

Section 25.2. WES will provide Customer with certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage shall not be canceled except with at least thirty (30) days prior written notice to Customer, ten (10) days' notice if cancellation is due to nonpayment of premium. Should this occur, WES shall procure and furnish to Customer, prior to such effective date, new certificates conforming to the above coverage requirement.

SECTION 26 EPACT 179D

Section 26.1. To encourage the implementation of a more energy-efficient system, Section 179D of the Internal Revenue Code provides for the allocation of a tax deduction based on the efficiency of the design. Since a public entity is exempt from paying taxes, the Internal Revenue Code permits this allocation to be passed along to the designer of the system as an additional incentive to incorporate the most efficient system affordable. Accordingly, once the building/system is placed into service, it is understood and agreed that the tax deduction granted pursuant to Section 179D of the Internal Revenue Code will be allocated to WES, in consideration of which WES intends to maximize the energy efficiency of the design being contracted.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Effective Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

SCHEDULE A

SCOPE OF WORK

California State Contractor's License Number 1065713

California Public Works Contractor Registration Number [●]

This scope of work ("***Scope of Work***") is attached to, and forms an integral part of, the Energy Savings Performance Contract (together with its Schedules and Exhibits, the "***Contract***") between Willdan Energy Solutions ("***WES***") and Customer. Capitalized terms used and not defined in this Scope of Work have the meanings given them in the Contract.

The purpose of the Contract is for WES to perform an investment grade audit (an "***IGA***") of the Customer's Premises; the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy, water or other operating cost saving measures and equipment, including estimated program costs and overall potential energy cost and consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy, water or other operating costs at the Premises (collectively, the "***Project***").

Schedule A-1. IGA PHASE SERVICES

(a) General.

(1) WES shall advise the Customer on all proposed Projects, selection of materials, building systems and equipment, financing options, and utility incentives. WES shall also provide the Customer with recommendations, consistent with the Customer's stated criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

(b) Engineering and Design. During the IGA Phase, WES shall perform:

(1) Design required to develop the scope and Project solution that meets Performance Contract Program Requirements as identified in Schedule A-4.

(2) Develop design in enough detail to procure subcontractors and materials and develop the Contract Sum included (and defined) in the Performance Contract Amendment.

(A) Perform a survey of the spaces and existing systems throughout the Premises to document existing conditions.

(B) Work with the Customer to establish Project goals and criteria.

(C) Prepare design documents and/or criteria for subcontractor pricing procurement to install modifications to HVAC, electrical, and plumbing systems.

(c) Pre-Construction Services. During the IGA Phase:

(1) WES shall assemble all design documents necessary for pricing procurement.

(2) WES shall engage subcontractors; familiarize them with the Project, site and bidding information; and procure pricing for the purposes of establishing WES's cost proposal in the Performance Contract Amendment.

(3) WES shall coordinate with the Customer, sub-consultants, financiers, utilities and other stakeholders throughout the IGA Phase.



CONTRACT NO. 2126 (Option 1)**(d) Energy-Related Services.**

(1) WES will walk through facility to become familiar with existing systems and the building's operations. WES will also gather as-built plans and O&M data on existing HVAC systems from Customer.

(2) WES will quantify energy savings for each recommend Project through a calibrated computer energy model or other industry standard energy calculation procedure.

(3) WES will quantify and summarize Project economics throughout each phase of design, including:

- (A) Project costs;
- (B) Energy savings;
- (C) Maintenance and other costs savings;
- (D) Utility incentives; and
- (E) Project financing terms and debt service payment terms.

(e) Preparation of the Performance Contract Amendment.

(1) When the Drawings and Specifications are sufficiently complete, WES will prepare a Performance Contract Amendment. The Performance Contract Amendment shall include:

- (A) Contract Sum;
- (B) Contract Time;
- (C) Construction Schedule;
- (D) Energy and other cost savings;
- (E) Grants, financing, and incentive opportunities;
- (F) Project Cashflow;
- (G) Information upon which the Performance Contract Amendment is based, including:
 - (i) Scope of Work;
 - (ii) Drawings;
 - (iii) Specifications;
 - (iv) Supplementary and other Conditions of the Contract; and
 - (v) Deviations from the Performance Contract Program Requirements as identified in Schedule A-4; and
- (H) WES's Personnel, Contractors and Suppliers.

Schedule A-2. CONSTRUCTION PHASE SERVICES**(a) Construction Documents.**

(1) As the Drawings and Specifications may not be finished at the time the Performance Contract Amendment is prepared, the Performance Contract Amendment will provide for further development of the Drawings and Specifications for construction. Such further development does not include such things as changes in scope, systems, or kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

CONTRACT NO. 2126 (Option 1)**(b) WES's Construction Phase Responsibility.**

(1) WES shall supervise and direct the Work, using WES's best skill and attention. WES shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the ESPC Documents give other specific instructions concerning these matters.

(2) WES shall schedule Work and coordinate Subcontractors and any other persons on the site of the Project.

(3) WES will inspect the Work of each subcontractor for defective work, manage resolution of the defective work, and notify applicable subcontractor(s) to correct such defective work in a manner approved by the design team and Customer.

(4) WES shall record the progress of the Project and provide reports to the Customer. Such reports shall include, without limitation, information about variations between actual and budgeted or estimated costs and information on each subcontractor's work, as well as completion status on the entire Project, showing percentages of completion.

(5) With the cooperation of the Subcontractors, WES will prepare and maintain the Construction Schedule.

(6) WES shall schedule and conduct preconstruction, progress, quality control and special meetings with the Customer, designers, the subcontractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling.

(7) WES shall receive, review for completeness and responsiveness the subcontractors' submittals such as shop drawings, product data and samples and deliver them to the Customer for review and approval.

(8) WES shall manage the punch list, coordinate final inspections, and prepare the certificates of Substantial Completion and Final Completion. Upon Final completion, WES will receive, review for conformity with the requirements of the ESPC Documents, transmit to the Customer any affidavits, and turn over to the Customer any manuals and the originals of any guarantees, warranties, releases, bonds and waivers.

(c) Enhanced Commissioning.

(1) WES shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, perform functional performance tests, and generate final commissioning report.

(d) Labor and Materials.

(1) Unless otherwise provided in the ESPC Documents, WES shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

(2) WES shall enforce strict discipline and good order among WES's employees, Subcontractors, and other persons carrying out the Work. WES shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

CONTRACT NO. 2126 (Option 1)**Schedule A-3. GUARANTEE PHASE SERVICES****(a) Facility Personnel Assistance.**

(1) WES's commissioning group will assist Customer personnel in achieving the most efficient operation of Customer's facility.

(2) Customer will be responsible for the maintenance of all energy systems, including lighting, mechanical, electrical, and building automation control systems per Schedule 1-A-5.

(b) Savings Tracking and Reporting.

(1) WES will be responsible for the monthly tracking and monitoring of the Project and will provide ongoing assistance to Customer's staff.

(2) WES will provide an annual savings report. This report will detail current monthly savings, year to date savings, and guaranteed savings. This report will also show the actual savings in units of energy.

(c) Utility Rate Negotiation.

(1) If, during the term of this Contract, deregulation of the electric and gas utilities should occur, WES shall have the right to negotiate on behalf of the Customer, in total or in portion, other utility services beyond the current providers of those services. WES will represent the Customer as long as the services being negotiated are cost competitive for the Customer. WES will seek the most cost competitive providers of those services who can provide equal or better-quality service. In the event that the Customer is able to locate a more cost competitive provider, with equal quality, WES will agree to use that provider. The purpose of this paragraph is to minimize utility costs for the Customer.

(d) Cancellation.

(1) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in the Energy Savings Guarantee in the form of Exhibit 2.

Schedule A-4. PERFORMANCE CONTRACT PROGRAM REQUIREMENTS:**(a) Financial Criteria.****(b) General Scope and Intent.****Schedule A-5. PROJECT IMPLEMENTATION SCOPE OF WORK**

(a) Final, detailed scope of work will be included in the Performance Contract Amendment.

Schedule A-6. TIME.

(a) WES and Customer will work together to develop construction schedules that minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion. All construction will be completed in accordance with Exhibit 1-3.

(b) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the Construction Period. The completion dates will be modified by change order for these events.

SCHEDULE B

COMPENSATION TO WES

This compensation schedule (“**Compensation Schedule**”) is attached to, and forms an integral part of, the Energy Savings Performance Contract (together with its Schedules and Exhibits, the “**Contract**”) between Willdan Energy Solutions (“**WES**”) and Customer. Capitalized terms used and not defined in this Compensation Schedule have the meanings given them in the Contract.

The Customer shall compensate and make payments to WES for the IGA Phase services, Construction Phase services, and Guarantee Phase services as follows:

Schedule B-1. INVESTMENT GRADE AUDIT PHASE SERVICES

(a) The Customer shall compensate and make payments to WES for the IGA Phase services as follows:

(1) If the Performance Contract Amendment is executed within ninety (90) days of the date it is submitted to Customer, the fee for IGA services will be incorporated into the Performance Contract Amendment, otherwise,

(2) Customer shall pay WES the stipulated sum of \$0.

Schedule B-2. CONSTRUCTION PHASE

(a) For WES’s performance of the Construction, the Customer shall pay WES the Construction Phase Contract Sum in current funds for WES’s performance of the Contract after the execution of the Performance Contract Amendment. The Contract Sum shall be identified in the Performance Contract Amendment.

Schedule B-3. GUARANTEE PHASE

(a) For WES’s performance of the Energy Savings Guarantee, the Customer shall pay WES in current funds for WES’s performance of the Guarantee Phase services following Final Completion of the entire Project, and issue to WES the “Certificate of Acceptance - Project Final Completion” as defined in Schedule 1-C. The Guarantee Phase Contract Sum shall be identified in the Energy Savings Guarantee.

Schedule B-4. PAYMENT PROCEDURES

(a) Investment Grade Audit Phase Payments.

(1) WES shall provide an Application for Payment to Customer for IGA Phase services completed in accordance with Schedule A-1 above. The Customer shall make payment in the manner and within the time provided in Section 4.3 of the Contract.

(b) Construction Phase Payments.

(1) Project Mobilization. The initial Application for Payment shall include all remaining pre-construction-phase services amounts as well as ten percent (10%) of the remaining total compensation to allow for mobilization of WES and subcontractors.

(2) Progress Payments. WES shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 4.3 of the Contract. Until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay one hundred percent (100%) of the amount due to WES on account of progress payments. WES shall provide a Retainage Bond that represents ten percent (10%) of the total Contract value.

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(3) Schedule of Values. WES will prepare and submit a complete schedule of values along with the initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual Projects for the purposes of Progress Payments, Substantial Completion, Final Completion, and withholding of retention amounts.

(4) Substantial Completion. Substantial Completion is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Work for its beneficial use.

When WES considers that an individual Project is substantially complete, WES shall prepare and submit to the Customer a comprehensive list of items to be completed or corrected prior to final payment (the “**Punch List**”). Upon receipt of WES’s Punch List, the Customer shall, within seven (7) days, inspect the Work to determine whether the Work or designated portion thereof is substantially complete. If the Customer’s inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Project or designated portion thereof for its intended use, WES shall, before issuance of the Certificate of Acceptance - Project Final Completion, complete or correct such item upon notification by the Customer. In such case, WES shall then submit a request for another inspection by the Customer to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, WES will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Project and insurance, and shall fix the time within which WES shall finish all items on the Punch List accompanying the Certificate. Warranties required by the ESPC Documents shall commence on the date of Substantial Completion of the Project or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Customer for their written acceptance of responsibilities assigned to them in such Certificate.

(5) Substantial Completion Payment. Upon Substantial Completion acceptance, the Customer shall make payment of retainage applying to such Work or designated portion thereof within the time provided in Section 4.3 of the Contract. Such payment shall be reasonably adjusted to reflect the dollar value of Work that is incomplete or not in accordance with the requirements of the ESPC Documents.

(6) Project Final Completion and Payment. After WES’s completion of all Punch List items, Project closeout requirements, and upon receipt of written notice that the Project is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the Customer will make such inspection within seven (7) days and, when the Customer finds the Project acceptable under the ESPC Documents and the Contract fully performed, the Customer will execute and issue the Certificate of Acceptance within two (2) days from the final inspection and pay the entire balance found to be due to WES as stated in the Final Application for Payment within the time provided in Section 4.3 of the Contract.

(c) Failure of Payment. If the Customer does not pay WES within five (5) days after the date established in Section 4.3 of the Contract, then WES may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of WES’s reasonable costs of shut-down, delay and start-up, plus interest.

EXHIBIT 1

FORM OF PERFORMANCE CONTRACT AMENDMENT

This Performance Contract Amendment, dated as of the ____ day of _____, 2022 (the “**Amendment Date**”), is incorporated into the accompanying Energy Savings Performance Contract dated the ____ day of _____, 2022 (together with its Exhibits and Schedules, the “**Contract**”) for the following:

PROJECT: HVAC and Distributed Energy Resource Upgrades at Police Department and Public Works Building

THE CUSTOMER: City of San Fernando, 117 Macneil Street, San Fernando, CA 91340

THE CONTRACTOR: Willdan Energy Solutions, Inc. (“**WES**”)

WHEREAS, Customer and WES previously executed the Contract, pursuant to which WES performed an investment grade audit (“**IGA**”) of the Customer’s Premises and presented Customer with recommendations (the “**Recommendations**”) for the implementation of certain energy, water or other operating cost saving measures and equipment and/or fee-producing infrastructure facilities, including estimated program costs and overall potential energy cost and consumption savings; and

WHEREAS, WES delivered the Recommendations, on an arms’ length basis, to personnel of Customer with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, Customer has accepted the Recommendations and determined that the anticipated cost to Customer to implement the Recommendations (other than the fee-producing infrastructure facilities) will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the Recommendations, in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Customer held a regularly scheduled public hearing, of which two weeks advance public notice was given regarding this Amendment and its subject matter, and

WHEREAS, Customer has determined that entering into this Amendment to implement the Recommendations is in the best interests of Customer and that California Government Code §4217.10 *et seq.* and/or California Government Code § 5956 allows Customer to enter into this Amendment; and

WHEREAS, with respect to the fee-producing infrastructure facilities, pursuant to the provisions set forth in California Government Code §5956, Customer intends to utilize a combination of Customer funds and private investment capital to design, construct and finance any such fee-producing energy infrastructure facilities; and

WHEREAS, California Government Code §5956 permits Customer to enter into agreements with private entities for the development, design, and construction of fee-producing infrastructure projects, including energy supply and distribution projects; and

WHEREAS, Customer anticipates that existing end user fees will be sufficient to pay WES’s costs permitted under California Government Code §5956.6(b)(4); and

WHEREAS, to the extent that Customer increases its end user fees to pay for the fee-producing infrastructure projects procured under this Amendment, such increase will be subject to approval, prior to

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its imposition, at a public hearing and will be imposed pursuant to the requirements of California Government Code §5956.6(b)(5) or other applicable law; and

WHEREAS, no employee of Customer who has a relationship with WES participated in the process of selecting WES or approving the Recommendations; and

WHEREAS, WES is experienced in the design, engineering, and construction of fee-producing infrastructure projects, including energy supply and distribution projects, is duly licensed by the State of California to provide or enter into this Amendment to provide such services, and is willing and financially able to perform such services for Customer, all as more fully set forth herein;

WHEREAS, by adoption of Resolution No. [●] at the above-referenced meeting, Customer approved this Amendment and authorized its execution.

NOW THEREFORE, the Customer and WES hereby amend the Contract as follows.

TABLE OF SCHEDULES (the following Schedules are added by this Performance Contract Amendment):

Schedule 1-A Additional Responsibilities

Schedule 1-B Certificate of Substantial Completion

Schedule 1-C Certificate of Acceptance – Project Final Completion

Exhibit 1-1. **CONSTRUCTION PHASE CONTRACT SUM**

(a) **Stipulated Sum.**

(1) The Stipulated Sum shall be (\$5,645,679), subject to authorized adjustments as provided in the ESPC Documents. A detailed description of the components of this compensation is provided below.

(2) The Stipulated Sum is based upon the following alternates, if any, which are described in the ESPC Documents and are hereby accepted by the Customer:

(3) Unit prices, if any:

Exhibit 1-2. **CHANGES IN THE CONSTRUCTION PHASE CONTRACT SUM:**

(a) Changes to the Contract Sum are warranted for, but are not limited to: Hazardous Substances, additions or modifications to the Scope of Work, and Differing Site Conditions, each as defined in this Performance Contract Amendment. All additional costs associated with these items shall be the responsibility of Customer.

Exhibit 1-3. **CONTRACT TIME**

(a) **Commencement Date:** The date of commencement of construction will be based on the execution of this document or an issued Notice to Proceed, whichever is the latter.

(b) The estimated contract duration is 550 calendar days from the date of commencement of construction.

(c) The anticipated Energy Savings Guarantee Commencement Date begins on the date of Final Completion.

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(d) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the construction timeframe in this Exhibit 1-3.

Exhibit 1-4. SCHEDULE OF VALUES

(a) WES will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual Projects for the purposes of Progress Payments, Substantial Completion, Project Final Completion, and withholding of retention amounts.

Exhibit 1-5. INFORMATION UPON WHICH AMENDMENT IS BASED

The Contract Sum and Contract Time set forth in the Performance Contract Amendment are based on the following:

(a) Scope of Work. The tentative scope of work to be performed under the original Contract is revised and clarified as set forth in this Performance Contract Amendment as follows:

- (1) ECM #1: Police Department HVAC Redesign and Replacement
 - (A) This work is to be performed at the following buildings:
 - (i) San Fernando Police Department
 - (B) This work specifically includes:
 - (i) Demolish and properly dispose of existing VAV system (AC-1)
 - (ii) Demolish and properly dispose of existing rooftop units: AC-1, AC-2, AC-3, AC-4, AC-5
 - (iii) Demolish and properly dispose of existing mixed air unit: MAU-1
 - (iv) Demolish and properly dispose of existing exhaust fans: EF-1, EF-3, EF-4, EF-5, EF-8, EF-9.
 - (v) Installation of New Dedicated Outdoor Air System (DOAS) Unit + ductwork modifications
 - (vi) Installation of New Variable Refrigerant Flow (VRF) heat recovery system, including heat recovery units (HRUs), fan coil units (FCUs), and mode control units (MCUs)
 - (vii) Installation of gravity relief ventilators GRV-1 and GRV-2.
 - (viii) Installation of New VRF system refrigerant distribution piping
 - (ix) Installation of New Localized Exhaust fans, including EF-1, EF-2, EF-3, EF-4, EF-5, and EF-9
 - (x) Installation of new rooftop units: RTU-1 and RTU-2
 - (xi) Integrate all new equipment with existing equipment
 - (xii) Installation of New Building Automation System (BAS) Controls
- (2) ECM #2: Battery Energy Storage System (BESS)
 - (A) This work is to be performed at the following buildings:
 - (i) Police Department (Main Meter)
 - (A) System size: 120 kW / 516 kWh

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- (ii) Public Works Building (CNG Meter)
 - (A) System size: 120 kW / 258 kWh
- (B) This work includes, but is not limited to:
 - (i) Installation of BESS, isolation transformer, and requisite controls to operate for economic benefit (peak demand shaving and energy rate arbitrage) and SGIP requirements per manufacturer's instructions.
 - (ii) Furnishing and installation of required electrical infrastructure (conduit, wiring, breakers, communication wiring) for system operation
 - (iii) Furnishing and installation of revenue-grade metering, CTs, and communication wiring as necessary for interface with BESS controls.
 - (iv) Furnishing and installation of concrete pad for BESS and associated electrical equipment.
 - (v) Furnishing and installation of protective bollards
 - (vi) Inclusion of 10 year service warranty that will ensure proper maintenance and continued project performance.
 - (vii) Demonstration of system operation to owner.
- (3) ECM #3: Solar Photovoltaic (PV) System
 - (A) This work is to be performed at the following buildings:
 - (i) Police Department (Main Meter)
 - (A) System Size: 122.4 kWDC Fixed-tilt carport canopy structures
 - (B) System Location: Exterior parking lots as depicted in attached plans/layouts
 - (B) The work specifically includes, but is not limited to:
 - (i) All necessary equipment, and temporary protection to meet project schedule.
 - (ii) Furnish and install a solar photovoltaic system that satisfies the project requirements, including necessary ADA-related upgrades.
 - (iii) Obtain necessary design approvals and permits required for the Customer & the AHJ
 - (iv) Coordinate net-metering capable utility meter installation with local electric utility.
 - (v) Furnish and install all mechanical mounting equipment necessary for a complete system installation.
 - (vi) Furnish and install all control system wiring and all electrical distribution wiring.
 - (vii) Furnish and install equipment required for proper grounding.

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- (viii) Furnish and install all solar panels and inverters required for system design.
- (ix) Furnish and install all DC and AC wiring, conduit and equipment
- (x) Furnish and install balance of system equipment required for system design.
- (xi) Furnish and install lightning protectors as recommended by system manufacturer.
- (xii) Design, furnish and install array lighting for canopy systems and integrate into existing lighting controls to be compliant with CA Title 24
- (xiii) Test and commission all installed solar PV systems.
- (xiv) Provide demonstration of system operation to owner.
- (xv) Provide system operating and maintenance training to owner.
- (xvi) Install Data Acquisition System (DAS) that monitors all solar PV performance and provide remote access to Owner
- (xvii) Cleanup and removal of debris.
- (xviii) All extra materials per drawings and specifications.
- (xix) Provide warranty execution instructions to owner.

(4) Work Excluded.

(A) General.

- (i) Sales taxes are excluded from the Project. Customer will assist WES in securing Project exemption certificate.
- (ii) Assessment of or abatement of asbestos and other hazardous materials are not included in the Scope of Work. This work is to be performed under a separate contract by the Customer in a timely manner.
- (iii) Schedule delays and extended general conditions due to abatement demolition scope
- (iv) Work related to existing non-code compliant conditions not associated with this scope of work.
- (v) Work related to any requirements by AHJ that are above established building codes
- (vi) Replacement of existing fire alarm panel, wiring or detection devices
- (vii) Premium wages associated with after-hours work
- (viii) Temporary power
- (ix) Temporary conditioning of occupied spaces is excluded. Existing HVAC equipment is intended to be kept in operation to provide conditioning of spaces where possible.
- (x) Specific areas of the building not included in Project scope.
- (xi) Landscaping beyond reseeding of damaged or disturbed earth.

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(xii) Integration of modification of security access controls and surveillance system. (Especially relevant when modifying entrances)

(B) Mechanical/Controls.

(i) Electrical power wiring and connections over 24V. (Only applicable if a separate Electrical Contractor is involved in the Project)

(ii) Modifications or repairs to existing gas service, gas piping, gas meters and insulation

(iii) IT infrastructure and IT support:

(A) Project to use existing data architecture in place, Customer to provide IT support to assist in connection of controls remote access interface.

(iv) Expansion of fire panel to accommodate added points.

(v) Duct Cleaning

(vi) 3D Coordination Drawings

(C) Roofing.

(i) Replacement of any defective roofing items which are hidden conditions, including wood nailer, insulation, and metal deck. Repair of these items will be billed to the Customer through Change Orders and paid for out of the Project contingency budget.

(ii) Replacement or repair of existing roofing conditions not associated with this scope of work

(D) Additional Project Specific Exclusions.

(i) Transformer upgrades

(ii) Interconnection fees above \$800

(iii) Fees for Data Acquisition System (DAS) access after year 2 are excluded.

(iv) Parking lot restriping, grading, curb and gutter work, site work not affected directly by the listed scope of work.

(v) Landscaping and irrigation modifications

(vi) Tree removal, or replanting of any removed trees

(vii) Rock excavation, dewatering or unforeseen concealed subterranean conditions when placing foundations or boring/trenching

(viii) Modifications to existing conditions not directly included in this scope of work

(ix) Non- code required ADA upgrades for private PD lot where Array 1 and 2 are located.

(x) Patching and painting of existing ceilings between arrival of VRFs and roof top equipment.

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(xi) Demolition scope to cover ceiling demolition necessary for entirety of mechanical scope on a single mobilization (Delivery of VRF material and RTU material vary drastically)

(xii) Exact replacement of drop-ceiling material (a close approved equal will be used for patching)

(b) Drawings.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

Number	Title	Date

(c) Specifications.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

Number	Title	Date

(d) Allowances and Contingencies.

(1) Allowances.

(A) Customer's Allowance: [\$0]

(2) Contingencies.

(A) Customer's Contingency: *Not Applicable*

(B) WES's Contingency: \$0

(i) WES's Contingency exists to mitigate Project-related risks for which WES is responsible. This Contingency is intended to cover costs due to the negligence or failure of WES, WES's subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract. WES's Contingency is understood by WES and Customer to be "spent" money.

Exhibit 1-6. WES'S PERSONNEL, CONTRACTORS AND SUPPLIERS

(a) WES's key personnel are identified below:

(1) Superintendent.

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(2) Project Manager(s).

(3) Others.

Exhibit 1-7. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

(a) Construction Schedule. Construction and installation of energy-saving and/or energy-generating equipment (“**Equipment**”) by WES shall proceed throughout the Construction Period described in the detailed schedule of construction, which will be submitted to Customer following commencement of the Performance Contract Amendment. This schedule, set forth in Exhibit 1-5, will be updated throughout construction to reflect ongoing progress on the Project.

(b) Systems Startup and Equipment Commissioning. WES shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule 1-A-1, and prior to acceptance of the Project by Customer. WES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by WES and/or manufacturers of the Equipment. WES shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

Exhibit 1-8. EQUIPMENT WARRANTIES

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS Exhibit 1-10, WES MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER WILL HAVE NO REMEDIES AGAINST EITHER WES OR ANY WES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW.

(a) WES covenants and agrees that all material and Equipment installed as part of this Contract will be new, in good and proper working condition and protected by appropriate written warranties covering the performance of parts and Equipment, which will be transferred to Customer upon substantial completion. WES further warrants that its workmanship provided hereunder, including its subcontractors’ workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion (“**WES Warranty**”). Notwithstanding the preceding sentence, the date the WES Warranty commences with respect to a specific piece or pieces of Equipment may be further defined in Schedule 1-B.

(b) Equipment and material warranties that exceed the WES Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Customer, after the one (1) year period. During the WES Warranty period, WES will be Customer’s agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the WES Warranty period, WES, or WES’s subcontractors, will correct its defects, and/or WES will work with the equipment or material manufacturer as Customer’s agent to facilitate the manufacturer’s correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Customer. If a warranty issue arises on any equipment or material installed after the WES Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Customer will contact the

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manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer will have sole responsibility for such issues.

(c) The warranties in this Exhibit 1-10 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than WES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized WES subcontractor, improper use or operation, or normal wear and tear under normal usage. WES shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion; and thereafter, WES will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

(d) Customer and WES have discussed the risks and rewards associated with this Project, as well as the Contract Sum to be paid to WES for performance of the Work. Customer and WES agree to allocate certain of the risks so that, to the fullest extent permitted by applicable law, WES's total aggregate liability to Customer and all third parties is limited to the Contract Sum for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Exhibit 1-9. TRAINING BY WES

(a) WES shall conduct the training program described in Schedule 1-A-10 hereto. Such training must be completed prior to acceptance of the Equipment installation. WES shall provide ongoing training whenever requested by Customer with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no charge to the Customer.

Exhibit 1-10. PERMITS AND APPROVALS; COORDINATION

(a) Permits and Approvals. The Equipment and the operation of the Equipment by WES shall at all times conform to all applicable federal, state and local code requirements. Customer shall cooperate fully with WES in obtaining all necessary permits and approvals for installation of the Equipment. WES is responsible for obtaining and paying for all permits, except those permits to be issued by Customer itself. Customer will be responsible for obtaining and paying for annual operating permits and any approvals or exemptions required by CEQA. WES shall furnish copies of each permit or license which is required to perform the Work to the Customer before WES commences the portion of the Work requiring such permit or license. Customer is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), inspections, certifications, and utility interconnection(s), including any additional Work that may be required by the electric utilities as part of interconnection.

(b) Coordination During Installation. The Customer and WES shall coordinate the activities of WES's Equipment installers with those of the Customer, its employees, and agents. WES shall not commit or permit any act which will unreasonably interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

Exhibit 1-11. LOCATION AND ACCESS

(a) Customer shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for WES to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by WES and reasonably

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acceptable to the Customer. WES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

Exhibit 1-12. EQUIPMENT SERVICE

(a) Actions by WES. WES shall provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule 1-A-4. Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in the Compensation Schedule, *provided, however*, that if WES determines that the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, WES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

(b) Malfunctions and Emergencies. Customer shall use its best efforts to notify WES or its designee(s) within twenty-four (24) hours after the Customer's actual knowledge of the occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy-related equipment that might materially impact upon any energy savings guaranteed by WES, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related Equipment or its operation.

(c) Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify WES within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. WES or its designee(s) shall respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three (3) business days by written notice to WES from Customer. If Customer unreasonably delays in so notifying WES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change (as defined herein) and the applicable provisions of Schedule 2-B shall be applied.

(d) Actions by Customer. Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of WES except as set forth in Schedule 1-A-5. Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify WES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by WES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment.

Exhibit 1-13. STANDARDS OF COMFORT

(a) WES will install and commission the Equipment in a manner that will enable the Customer to maintain the standards of heating, cooling, hot water, and lighting, as described in Schedule 1-A-3.

Exhibit 1-14. BONDS

(a) Any and all performance and payment bonds obtained by WES for this Project shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services and any other part of this Contract and the ESPC Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment, or for work to be accomplished by the Customer.

Exhibit 1-15. OWNERSHIP

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(a) Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Customer even if they are replaced or their operation made unnecessary by Work performed by WES pursuant to this Contract. If applicable, WES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within thirty (30) days designate in writing to WES which equipment and materials (other than Hazardous Substances (as defined herein), which will be the responsibility of Customer) should not be disposed of off-site by WES. It is understood and agreed by both Parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. WES shall be responsible for the disposal of all equipment and materials (other than Hazardous Substances) designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal. WES will not be responsible for the removal and/or disposal of any Hazardous Substances except as specified in the Scope of Work.

(b) New Equipment. All new Equipment or materials supplied to the Customer shall become the property of the Customer upon installation and payment therefor. WES shall grant to the Customer a perpetual, irrevocable royalty-free license for any WES software or other WES intellectual property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Performance Contract Amendment by their duly authorized officers as of the Amendment Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____



SCHEDULE 1-A

ADDITIONAL RESPONSIBILITIES

Schedule 1-A-1. System Start-up & Commissioning.

- (a) WES will perform start-up and commissioning services for all equipment installed.

Schedule 1-A-2. Operating parameters of installed equipment.

- (a) WES will provide operating parameters in the Operation and Maintenance Manuals. These manuals will be provided to Customer prior to Project Final Completion.

Schedule 1-A-3. Standards of Comfort.

- (a) Customer will maintain the following standards of comfort, which were used to evaluate the energy conservation measures for this Project. Significant deviation from these standards will represent a change in operation that must be accounted for, in accordance with Exhibit 2-4, in order to accurately verify the Energy Savings Guarantee.

- (b) Occupied temperature set points: 70°F or below in heating and 70°F or above in cooling.

- (c) HVAC system will be operating 24/7, 365 days.

Schedule 1-A-4. WES Maintenance Responsibilities.

- (a) WES is not responsible for performance of any maintenance of equipment on the Premises.

Schedule 1-A-5. Customer Maintenance Responsibilities.

- (a) Customer is required to perform all necessary maintenance as recommended by the manufacturer in the Operation and Maintenance manuals (to be provided upon Project Final Completion) for equipment installed as part of this Contract, as well as all additional equipment that will continue to operate in Customer facilities.

Schedule 1-A-6. Facility Maintenance Checklist.

- (a) WES shall provide Customer with a complete facility maintenance checklist prior to the Acceptance of Project Final Completion.

Schedule 1-A-7. Customer Information Technology Responsibilities.

- (a) Customer is responsible for providing a working WAN infrastructure connecting multiple buildings and configuring it for connecting new internet-based building control system, accessible via standard web-browser from inside and outside the Customer's network.

- (b) Customer is responsible for providing network connection(s) (cables and switches), open ports and IP addresses for connection of building control system's web server to Customer's network for internet accessibility.

- (c) Customer shall engage their IT representative familiar with the Customer's network to work with WES and its subcontractors to establish IP addresses and communications to assure proper operation of the building control system with the Customer's wide area network.

Schedule 1-A-8. Differing Site Conditions.

- (a) The conditions at the site are the responsibility of the Customer regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "**Differing Site Condition**" is a subsurface, hidden, latent, or physical condition at a Project site/building not revealed by the site exploration, site investigation, or other information provided by the Customer and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied



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to identifying site/building conditions. Even a comprehensive investigation, according to the professional standard of care, may not detect all subsurface or site/building conditions. WES shall not be liable for site/building conditions that could not be identified by such an investigation or exploration. Accordingly, the Customer agrees to indemnify, including all costs and fees, and hold WES harmless from all claims for Differing Site Conditions.

Schedule 1-A-9. Hazardous Substances.

(a) WES contemplates that it will not encounter any Hazardous Substances at the Premises, except as has been disclosed as a pre-existing condition by Customer prior to the Amendment Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Amendment Date will constitute a valid basis for a Change Order.

(b) **“Hazardous Substances”** means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 et seq., as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

Schedule 1-A-10. Training Requirements.

(a) WES will provide (8) hours of dedicated training prior to Project Final Completion to ensure proper understanding of installed systems. Additional training will be provided at no additional cost until Project Final Completion as deemed necessary by Customer and WES.

Schedule 1-A-11. Trenching. Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$15,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, WES will, in advance of excavation, submit to Customer and/or a registered civil or structural engineer, employed by Customer, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Customer or by the person to whom authority to accept has been delegated by Customer. Pursuant to California Labor Code §6705, nothing in this Schedule 1-A-11 imposes tort liability on Customer or any of its employees.

Schedule 1-A-12. Subsurface Conditions. Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:

(a) WES will promptly, and before the following conditions are disturbed, notify Customer, in writing, of any:

- (1) Material that WES believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to WES before the Amendment Date;

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(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(b) Customer will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in WES's cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

(c) If a dispute arises between Customer and WES, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in WES's cost of, or time required for, performance of any part of the Work, WES will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. WES will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Schedule 1-A-13. Lead-Based Paint. Pursuant to California Education Code §32244, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination will be utilized at any school site. Customer acknowledges and agrees that actions to abate existing risk factors for lead are expressly excluded from the Scope of Work, and WES will have no obligation to take any such abatement action.

SCHEDULE 1-B

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project _____ Project Number: _____
 From: WES To (Customer): _____

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Scope of Work A {Identify the Work, or portion thereof per the schedule of values, that is substantially complete}

The Work performed under this Contract has been reviewed and found, to the best of the Customer's knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the ESPC Documents so that the Customer can occupy or utilize the work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the ESPC Documents, except as stated below:

{Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement}

Warranty	Date	of
	Commencement	
Equipment A, if any		

CUSTOMER'S
REPRESENTATIVE

BY (Signature)

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of WES to complete all Work in accordance with the ESPC Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The estimated cost of work that is incomplete or defective: \$ 0.00

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WES will complete or correct the Work on the list of items attached hereto within [] days from the above date of Substantial Completion:

_____	_____	_____
WES	BY <i>(Signature)</i>	DATE

The Customer accepts the Work or designated portion as substantially complete and will assume full possession thereof on the above date of Substantial Completion. Customer assumes responsibility for security, maintenance, heat, utilities, damage to the Work and insurance.

_____	_____	_____
CUSTOMER	BY <i>(Signature)</i>	DATE



SCHEDULE 1-C

CERTIFICATE OF ACCEPTANCE – PROJECT FINAL COMPLETION

This is to certify that a final inspection of the Project has been conducted jointly by WES and The City of San Fernando, and that the Parties have determined that the Project has been fully completed in accordance with the ESPC Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes all responsibility for the Premises. Customer will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204. WES remains responsible for correcting errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

CUSTOMER

Signed

Signed

Name

Name

Date

Date



EXHIBIT 2

FORM OF ENERGY SAVINGS GUARANTEE

Exhibit 2-1. GUARANTEE PHASE CONTRACT SUM

(a) Customer shall pay WES annual payments for Guarantee Phase services in the amounts listed below, subject to Schedule B and any other applicable terms of this Energy Savings Guarantee:

Year One: \$0.00 (included in Construction Phase Contract Sum)

Additional years of annual reporting can be requested for an additional fee.

(b) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in this Exhibit 2.

Exhibit 2-2. CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

(a) The Parties acknowledge and agree that WES has entered into this Contract in reliance upon the prospect of earning compensation, as set forth on Exhibit B and Exhibit 2-1.

(b) The Parties further acknowledge and agree that any guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy conservation shall be implemented and followed by Customer on a regular and continuous basis.

(c) Customer agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth in Schedule 1-A-5.

(d) Customer agrees that WES shall have the right once a month, with prior notice, to inspect the Premises to determine if Customer is complying, and has complied, with its obligations as set forth above in Exhibit 2-2(c). For the purpose of determining Customer's compliance, the checklist to be set forth Schedule 1-A-6, as completed and recorded by WES during its monthly inspections, shall be used to measure and record Customer's compliance. Customer shall make the Premises available to WES for and during each monthly inspection and shall have the right to witness each inspection and the recordings on the checklist.

Exhibit 2-3. UPGRADING OR ALTERING CUSTOMER'S EQUIPMENT

(a) Subject to Customer's prior written approval, which shall not be unreasonably withheld, WES shall at all times have the right (but not the obligation) to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Premises, *provided* that:

(1) WES complies with the standards of comfort and services set forth in Schedule 1-A-3;

(2) such modifications or additions to, or replacement of, the Equipment, and any operational changes or new procedures, are necessary to enable WES to achieve the energy savings at the Premises; and

(3) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of WES.

(b) All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, *provided* that any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. WES shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 10.1. All replacements of and alterations or additions to the



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Equipment shall become part of the Equipment described in the Scope of Work and shall be covered by the provisions and terms of Exhibit 1-7.

Exhibit 2-4. MATERIAL CHANGES

(a) Material Changes Defined. A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the reasonable judgment of WES, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule 2-B, by at least 0.5% after adjustments for climatic variations. Actions by the Customer which may result in Material Change include but are not limited to the following:

- (1) manner of use of Premises by the Customer; or
- (2) hours of operation for the Premises or for any equipment or energy-using systems operating at the Premises; or
- (3) permanent changes in the comfort and service parameters set forth in Schedule 1-A-3; or
- (4) occupancy of the Premises; or
- (5) structure of the Premises; or
- (6) types and quantity of equipment used at the Premises; or
- (7) modification, renovation or construction at the Premises; or
- (8) the Customer's failure to provide maintenance of or repairs to the Equipment in accordance with Schedule 1-A-5; or
- (9) any other conditions, other than climate, affecting energy use at the Premises.

(b) Reported Material Changes; Notice by Customer. The Customer shall use its best efforts to deliver to WES a written notice describing all actual or proposed Material Changes in the Premises or in the operation of the Premises at least thirty (30) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or unplanned event. Notice to WES of Material Changes caused by a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Customer within thirty (30) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

(c) Unreported Material Change. In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in Schedule 2-A should not change more than two percent (2%) during any month from the projected energy use for that month, after adjustments for changes in climate conditions. Therefore, if energy consumption for any month as set forth in Schedule 2-A deviates by more than two percent (2%) from the energy consumption of the same month of the preceding year after adjustments for changes to climatic conditions, then such deviation shall be timely reviewed by WES to ascertain the cause of deviation. WES shall report its findings to the Customer in a timely manner and WES shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule 2-B.

Exhibit 2-5. GUARANTEED ENERGY SAVINGS

- (1) The Customer and WES agree that a stipulated savings of 44,232 kWh from the Police Department HVAC Redesign and Replacement ECM is achieved as guaranteed. The key performance indicator of installing the HVAC system size per the construction permit set will be validated. No further tracking or monitoring of this savings shall take place

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(2) The Customer and WES agree that stipulated savings of electricity cost savings of \$35,059 annually is achieved as guaranteed for Battery Energy Storage System ECM. The key performance indicator of 104 full discharges for the first year to guarantee SGIP performance-based incentive (PBI) payments will be validated. No further tracking or monitoring of this savings shall take place.

(3) International Performance Measurement and Verification Protocol Option B – Fully Measured Retrofit Isolation will be utilized to verify annual production of 210,690 kWh from the Solar PV ECM in Customer's Premises following the completion of the Scope of Work in year 1. The guaranteed production for subsequent years will be derated by 0.5% annually to account for normal degradation of the PV system. Electricity production will be measured as described in Schedule 2-B.

Exhibit 2-6. Savings Reporting and Reconciliation. No more than eighteen (18) months following Project Final Completion, WES shall provide to Customer a savings report identifying the Actual Energy Savings achieved during the installation period as well as a period of twelve (12) consecutive months during this period following Project Final Completion. The total Actual Energy Savings and Energy Savings Guarantee are defined as:

(a) $\text{Actual Energy Savings} = \text{Construction Period Savings} + \text{Performance Period Savings} \times \text{Guarantee Term}$

Where: Performance Period savings is savings from a period of twelve (12) consecutive months during this period following Project Final Completion

(b) $\text{Energy Savings Guarantee} = \text{Annual Guarantee Amount} \times \text{Guarantee Term}$

(c) In the event that the Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by WES, nor shall any additional services be performed.

(d) In the event that Actual Energy Savings falls short of the Energy Savings Guarantee, WES shall reimburse Customer for the full amount of the difference between the Actual Energy Savings and the Energy Savings Guarantee, as described in Schedule 2-A, for the consecutive 12-month period identified. In addition, WES shall, at its discretion, perform one of the following actions:

(1) Reimburse Customer for all remaining 12-month periods remaining in the Guarantee Term. The reimbursement for the remaining 12-month periods in the Guarantee Term will use an annual five percent (5%) discount rate to account for the present value of the funds being reimbursed.

(2) Continue to track savings for the 12 months immediately following the previous 12-month guarantee period. At the conclusion of this 12-month term Guarantee Term, WES shall provide to Customer a savings report identifying the Actual Energy Savings achieved during the Term.

(A) In the event that the most recent Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by WES, nor shall any additional services be performed.

(B) In the event that additional savings above guarantee are achieved in any year during the guarantee period, these savings can be used to offset shortfalls in savings in other years. If WES has written a savings shortfall check to the Customer, and later Total Dollar Savings exceed the annual guarantee amount, Customer will reimburse WES up to the amount of WES's shortfall check, to the extent that the shortfall is made up by savings in excess of the guarantee.

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(C) In the event that the most recent Actual Energy Savings falls short of the Energy Savings Guarantee, WES shall reimburse Customer for the full amount of the difference between the Actual Energy Savings and the Energy Savings Guarantee for the consecutive 12-month period identified. In addition, WES shall, at its discretion, perform one of the actions described in Exhibit 2-6(d)(1) or Exhibit 2-6(d)(2) above.

Exhibit 2-7. Utility Rates Used to Calculate Savings. The utility rates listed in the table below will be used to determine:

(a) The amount of dollar savings achieved each year for purposes of measuring the program's performance relative to the Energy Savings Guarantee and

(b) The dollar amount that WES shall compensate the Customer in the event that there is an energy savings shortfall

Table-1 - Utility Rates used for determining Actual Energy Savings, effective 10/1/2022

Customer Charges					Energy Charges					Demand Charges				
Season	Charge Type	Rate Type	GS-2-TOU, Option: D-CPP	GS-2-TOU, Option: E	Season	Charge Type	Rate Type	GS-2-TOU, Option: D-CPP	GS-2-TOU, Option: E	Season	Charge Type	Rate Type	GS-2-TOU, Option: D-CPP	GS-2-TOU, Option: E
W	Flat Rate	per billing period	\$189.75	\$189.75	W	Mid Peak	Import	\$0.12428	\$0.17809	W	Flat Rate	Import	\$21.62	\$12.87
S	Flat Rate	per billing period	\$189.75	\$189.75	W	Off Peak	Import	\$0.12342	\$0.12218	S	Flat Rate	Import	\$21.62	\$12.87
					W	Critical Peak	Import	\$0.80	-	W	Mid Peak	Import	\$7.50	\$2.20
					W	Super Off Peak	Import	\$0.08758	\$0.09824	S	On Peak	Import	\$33.83	\$5.70
					S	On Peak	Import	\$0.15964	\$0.72153					
					S	Mid Peak	Import	\$0.14874	\$0.30458					
					S	Off Peak	Import	\$0.11288	\$0.18945					
					S	Critical Peak	Import	\$0.80	-					

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	GS-3-TOU	Season	Charge Type	Rate Type	GS-3-TOU	Season	Charge Type	Rate Type	GS-3-TOU
W	Flat Rate	per billing period	\$548.00	W	Mid Peak	Import	\$0.17668	W	Flat Rate	Import	\$13.18
S	Flat Rate	per billing period	\$548.00	W	Off Peak	Import	\$0.11748	S	Flat Rate	Import	\$13.18
				W	Super Off Peak	Import	\$0.09423	W	Mid Peak	Import	\$2.61
				S	On Peak	Import	\$0.63985	S	On Peak	Import	\$4.90
				S	Mid Peak	Import	\$0.28752				
				S	Off Peak	Import	\$0.17696				

Notes: The current rate schedule is SCE's GS-2-TOU Option D for the Police Department, and GS-3-TOU Option E for the Public Works building, which will be used to determine baseline energy costs. After the installation of the solar PV projects, there is the option to switch from Option D to Option E at the Police Department, which will be used to determine cost savings.

Blended rate used for calculation of costs savings is \$0.21 / kWh for HVAC upgrades. These rates will escalate at the rate of four percent (4%) each year of the Guarantee Term.

Requirements of Customer: To facilitate successful achievement of the Energy Savings Guarantee, Customer agrees to:

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(c) Provide utility data for the meters listed in Schedule 2-A to WES within thirty (30) days of receiving such information from utility providers. Failure to provide data within this timeframe shall void the Energy Savings Guarantee.

(d) Provide WES access to all buildings covered under the Guarantee; all temperature control and energy management systems which control part or all of the buildings covered under the Guarantee; personnel with responsibility for operating and/or managing any of the above buildings; and construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment.

SCHEDULE 2-A

BASELINE ENERGY CONSUMPTION

An accurate measurement of Baseline is necessary to facilitate accurate measurement and verification of the Energy Savings Guarantee. Baseline conditions generally include physical, operational, and energy use data on the facility and systems. This Schedule identifies baseline performance and operating factors that influence energy consumption, and how their values will be determined through observations and measurements. The Schedule also demonstrates the calculated Baseline for the Customer's Premises. This Baseline shall be used to determine whether Actual Energy Savings exceeds or falls short of the Energy Savings Guarantee.

Schedule 2-A-1.

(a) M&V Option: IPMVP Option B – Full Measured Retrofit Isolation will be used for measuring savings for Solar PV ECM at Police Department and Public Works building.

(b) Energy Baseline Development: The baseline for Solar PV is zero production from a solar PV system, as no existing solar PV systems exist on site.

(c) Baseline Period: The baseline period for the Solar PV measure is any consecutive 12- month period within the 24-month period immediately preceding the Construction Period. This period will be selected by WES and presented to the customer with the savings report.

SCHEDULE 2-B**SAVINGS MEASUREMENT & CALCULATION FORMULAE;****METHODOLOGY TO ADJUST BASELINE****Schedule 2-B-1. Savings Measurement (IPMVP Option B):**

(a) International Performance Measurement and Verification Protocol Option B verification techniques measure savings at a system level where key performance factors including load and hours of use are directly measured.

(b) Quantities and locations of measurements will be determined utilizing the IPMVP Guidelines for Fully Measured Retrofit Isolation. Sample sizes shall meet a confidence of at least 80% and a precision of 20%.

(1) Solar PV: The solar production will be tracked utilizing the system portal. Production data will be analyzed using Energy Toolbase with applicable tariffs to determine time of use cost impacts from this measure.

(2) Police Department HVAC Redesign and Replacement ECM: The energy savings for this ECM is stipulated. The key performance indicator of installing the HVAC system size per the construction permit set will be validated. No further tracking or monitoring of this savings shall take place

(3) Battery Energy Storage ECM: The energy cost savings for this ECM is stipulated. The key performance indicator of 104 full discharges for the first year to guarantee SGIP performance-based incentive (PBI) payments will be validated. No further tracking or monitoring of this savings shall take place.

Schedule 2-B-2. Determination of Dollars Saved.

(a) Total Annual \$ Savings = \sum (Energy/Demand Savings x Contractual Energy/Demand Rates)

Where:

Contractual Energy Rates = Utility rates defined in Table 1 - Utility Rates used for determining Actual Energy Savings.

Schedule 2-B-3. Causes for Adjustment to the Baseline.

(a) Implicit in this measurement option is the necessity of identifying and accounting for the effects of changes to the facilities and conditions during the measurement period that are beyond the scope of the measures installed. During the measurement and verification period, all variables must have their energy impact accounted for if the true savings from the energy conservation measure is to be assessed. Following is a partial list of changes that will lead to adjusting the Baseline Energy Consumption:

- (1) building additions
- (2) changes in operating hours
- (3) remodeling projects
- (4) changes in usage patterns
- (5) equipment replacements



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(b) In the event that any change is made to the Customer's Premises that will impact energy consumption, Customer shall notify WES in writing of such change within 30 days. WES will utilize existing building models used to calculate Baseline Energy Consumption to update that Baseline Energy Consumption and determine the impact that any such change will have on Actual Energy Savings and present Customer a written analysis of the effects of the changes. Changes that are long-term or permanent will be reflected in a change to the Baseline Energy Consumption. Temporary changes that affect energy use will be calculated and added to the corresponding month(s) Actual Energy Savings.

(c) Any changes made by WES to the Baseline Energy Consumption or saving calculations shall be presented to Customer for approval. Customer shall have 30 days to protest recommended modifications in writing, after which time change will be considered accepted. If Customer protests any recommended modifications, Customer and WES will work together to establish mutually acceptable modifications based on accurate building models showing the impact of changes to facilities.

(d) Weather normalization will be employed to ensure that the impact of actual weather conditions is eliminated from the Energy Savings Guarantee calculations. Normalization shall not be utilized to the benefit of either Customer or WES, but shall be used solely for the purpose of accurately accounting for the impact on Actual Energy Savings of the Scope of Work implemented in conjunction with this Contract.

(e) Other Adjustments:

Additional adjustments to the base year may be made to compensate for Material Changes defined in (a). The total adjustment for any given period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \dots Adj_n$$

Where:

Adj_1 , Adj_2 and Adj_n are all of the adjustments determined to be necessary for the guarantee period. The sign of the adjustment will be positive when the change will cause an increase in energy and the sign of the adjustment will be negative when the change will cause a decrease in energy. WES will provide an explanation of the derivation of these adjustments to Customer.

Schedule 2-B-4. Adjustments Methodology for Material Changes.

(a) For Adjustments necessitated by Material Changes, the following procedure shall be followed:

(1) Customer will notify WES of planned changes in building use or function.

(2) WES and Customer will review the changes planned and determine if these changes are likely to cause a change in energy use that would exceed the threshold limits defined in Exhibit 2-4. If the expected changes are less than the threshold, the effect will be ignored, and no adjustment will be used.

(3) If the changes are expected to raise or lower energy consumption more than the threshold limits defined in Exhibit 2-4, the building will be sub-metered by Customer for both pre- and post-use change periods until the effect on energy has been determined.

(A) For changes to existing buildings that are metered, a linear regression will be performed to correlate heating- and cooling-degree days to the pre-change period's energy usage for the building, similar to the procedure performed to adjust the base year for weather. The post-change heating- and cooling-degree days will then be applied to the pre-change regression equation to determine what the post-change period's use would have been

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if no change had occurred. The difference between this use and the period's actual use will be, whether positive or negative, used as the adjustment, shown as term " M " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(B) If the entire effect of the change is independently sub-metered, such as the addition of a building on an existing utility service, the sub-metered energy use for that building for each guarantee period will be used to determine the baseline adjustment, shown as term " M " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(C) If the method for determining adjustment described in the previous paragraph is agreed to be not appropriate or too complex for a specific adjustment by the Customer and WES, Customer and WES will develop a separate measurement and verification (M&V) plan to track the effect of the building change.

(4) If the changes occur at a time when the impact would affect a fraction of that year's energy use for an existing building or system, the procedure described in the previous section will be performed separately for the year in which the change occurred and the subsequent year to accurately account for the effect of the change in both years. The subsequent year's adjustment will then be used for all future years.

ATTACHMENT "A"

CONTRACT NO. 2126 (Option 2)

ENERGY SAVINGS PERFORMANCE CONTRACT

This Energy Savings Performance Contract (together with its attached Schedules and Exhibits, the "**Contract**") is made and entered into as of this _____ day of _____, 2022 (the "**Effective Date**"), between Willdan Energy Solutions, a California corporation with California state contractor's license number 1065713 ("**WES**"), and The City of San Fernando ("**Customer**"). Each of WES and Customer may be referred to in this Contract as a "**Party**" and collectively as the "**Parties**."

The purpose of this Contract is for WES to perform an investment grade audit (an "**IGA**") of the Customer's property and buildings (the "**Premises**"); the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy, water or other operating cost saving measures and equipment, including estimated program costs and overall potential energy cost and consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy, water or other operating costs at the Premises (collectively, the "**Project**").

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving equipment and services designed to reduce the Premises' energy consumption and costs and improve the Premises' energy quality and reliability;

WHEREAS, WES has made a preliminary assessment of the energy consumption characteristics of the Premises and existing equipment;

WHEREAS, Customer desires to retain WES to identify and develop energy efficiency measures as well as energy generation measures, and/or fee-producing infrastructure facilities, and in compliance with California Government Code §§4217.10 through 4217.18 and/or California Government Code §5956, to design, engineer, procure, construct, install, and commission such energy efficiency measures and energy generation measures, and/or fee-producing infrastructure facilities, all as described in Schedule A (Scope of Work), attached hereto and made a part hereof, as well as to provide other services for the purpose of achieving energy and operational savings within the Premises, as more fully set forth herein; and

WHEREAS, Customer is authorized under the laws of the State of California to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and WES hereto covenant and agree as follows:

SECTION 1 ESPC DOCUMENTS

Section 1.1. The ESPC Documents (hereinafter, "**ESPC Documents**") consist of this Contract; other documents listed in this Contract; and Modifications issued after execution of this Contract. A "**Modification**" is a written amendment to the Contract (including the Performance Contract Amendment defined below) signed by both Parties. A change order is a Modification.

Section 1.2. The ESPC Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The ESPC Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Customer and WES.

Section 1.3. Schedules and Exhibits. WES has prepared, and Customer has approved and accepted, the Exhibits and Schedules set forth below, copies of which are attached hereto and made part of this Contract by reference.

SCHEDULES

- Schedule A Scope of Work
- Schedule B Compensation to WES

EXHIBITS

Exhibit 1 Form of Performance Contract Amendment, including the following Schedules (the “**Performance Contract Amendment**”):

- Schedule 1-A Additional Responsibilities
- Schedule 1-B Certificate of Substantial Completion
- Schedule 1-C Certificate of Acceptance – Project Final Completion

Exhibit 2 Form of Energy Savings Guarantee, including the following Schedules (the “**Energy Savings Guarantee**”):

- Schedule 2-A Baseline Energy Consumption
- Schedule 2-B Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline

SECTION 2 THE WORK

Section 2.1. The term “**Work**” means the investigation, design, engineering, construction, installation, commissioning and related services required to fulfill WES’s obligations under the ESPC Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by WES.

Section 2.2. WES shall fully execute the Work described in the ESPC Documents, except to the extent specifically indicated in the ESPC Documents to be the responsibility of others.

Section 2.3. WES shall perform all Work through sub-contractors or through WES’s own forces.

Section 2.4. WES shall perform the Work in accordance with sound engineering and safety practices, in compliance with any and all reasonable rules of Customer relative to the Premises, and in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in effect on the Effective Date or the date of a Modification, as applicable. If WES performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, WES shall assume responsibility for such Work and shall bear the costs attributable to correction.

SECTION 3 PHASES OF THE WORK

Section 3.1. The Work shall be performed in three phases: the IGA Phase, the Construction Phase, and the Energy Savings Guarantee Phase, each as outlined in the Scope of Work.

(a) The IGA Phase will commence on the Effective Date.

(b) The Construction Phase will commence upon the execution of a Performance Contract Amendment in the form of Exhibit 1, following the conclusion of the IGA Phase,

(c) The Guarantee Phase will commence upon the execution of an Energy Savings Guarantee in the form of Exhibit 2, following the execution of the Certificate of Acceptance – Project Final Completion in the form of Schedule 1-C.

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Section 3.2. The Scope of Work for each phase of the Work is defined in Schedule A (Scope of Work) (the “*Scope of Work*”). The fee for each phase of the Work is defined in Schedule B (Compensation to WES) (the “*Compensation Schedule*”).

SECTION 4 FEES FOR THE WORK; PAYMENTS

Section 4.1. Customer will pay WES for the performance of the Work in accordance with the Compensation Schedule.

Section 4.2. Billing Information Procedure. Payments due to WES shall be calculated each month and paid in accordance with the Compensation Schedule.

Section 4.3. Payment. Customer shall pay WES within thirty (30) days of receipt of WES’s application for payment. Amounts unpaid thirty (30) days after the invoice date shall bear interest at 1.5% per month.

SECTION 5 FISCAL FUNDING

Section 5.1. Non-appropriation of Funds. In the event no Customer funds (or other funds), or insufficient Customer funds (or other funds), are appropriated and budgeted for any future fiscal period in which payment will be due to WES under this Contract, and funds are otherwise unavailable by any means whatsoever in such future fiscal period, then the Customer will, not less than thirty (30) days prior to the beginning of such future fiscal period, notify WES in writing of such occurrence, and this Contract shall terminate on the last day of the fiscal period for which appropriations were made, without penalty or expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed, for which Customer and/or other funds shall have been appropriated and budgeted or are otherwise available.

SECTION 6 ENERGY USAGE RECORDS AND DATA

Section 6.1. Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to WES, upon its request, all of Customer’s records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twenty-six (26) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer’s financial statements and records related to energy usage and operations for said 26-month period at the Premises, and shall make agents and employees familiar with such records available for consultations and discussions with WES.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1. Each Party warrants and represents to the other that:

(a) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(b) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;

(c) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

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(d) it has not received any notice, nor to the best of its knowledge, is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 8 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Section 8.1. Customer hereby warrants, represents and promises that it has provided, or shall provide timely, to WES all records relating to energy usage and energy-related maintenance of the Premises requested by WES and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects.

Section 8.2. WES hereby warrants, represents and promises that:

(a) it is properly qualified, licensed and equipped to supply and perform the Work in the State of California;

(b) it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

(c) it shall use qualified subcontractors and delegates, appropriately registered, licensed and bonded in this state, to perform the Work so subcontracted or delegated pursuant to the terms hereof;

(d) it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

SECTION 9 PERFORMANCE BY WES

Section 9.1. WES shall perform all tasks/phases under the Contract, including the IGA Phase and the Construction Phase, in such a manner so as not to harm the structural integrity of the buildings or their operating systems. WES shall repair and restore to its original condition any area of damage caused by WES's performance under this Contract. Customer reserves the right to review the Work performed by WES and to direct WES to take certain corrective action if, in the reasonable opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by WES's performance of the Work shall be borne by WES.

Section 9.2. WES shall remain responsible for the professional and technical accuracy of all Work performed, whether by WES or its subcontractors or others on its behalf, throughout the term of this Contract.

SECTION 10 OWNERSHIP

Section 10.1. Ownership of Certain Proprietary Property Rights. Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Work. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "***Instruments of Service***") furnished directly or indirectly, in writing or otherwise, to Customer by WES under this Contract will remain WES's property and may be used by Customer only for the Work. WES will be deemed the author and Customer of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Customer for future additions or alterations to the Project or for other projects, without the prior written agreement of WES. Any unauthorized use of the Instruments of Service will be at Customer's sole risk and without liability to WES. If Customer uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of WES, Customer agrees to waive and release, and indemnify and hold harmless, WES, its subcontractors,

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and their directors, employees, subcontractors, and agents from any and all claims, losses, and other liabilities associated with or resulting from such use.

SECTION 11 INDEMNIFICATION

Section 11.1. WES shall save and hold harmless Customer and its officers, agents and employees or any of them from any and all third-party claims, demands, actions or liability of any nature, to the extent based upon or arising out of WES's negligence or other wrongful conduct in any Work performed by WES, its agents or employees under this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party.

Section 11.2. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

SECTION 12 CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 12.1. WES shall notify Customer in writing immediately of any delay or anticipated delay in WES's performance of this Contract due to causes or circumstances beyond the reasonable control of WES. Notice shall include the reason for and anticipated length of the delay, and the date of performance shall be extended for a period equal to the time lost by reason of the delay. WES may be entitled to additional compensation due to any such extension of time. Any extension of time pursuant to this Section 12.1 shall be documented by a Modification signed by the Parties. Examples of such possibly excusable delays are natural calamities, strikes and boycotts, war or civil unrest or governmental actions and other events that are commonly deemed force majeure events.

SECTION 13 EVENTS OF DEFAULT

Section 13.1. Events of Default by Customer. Each of the following events or conditions shall constitute a "***Customer Event of Default***":

- (a) any failure by Customer to pay WES any sum due for a service and maintenance period of more than five (5) days after written notification by WES that Customer is delinquent in making payment; *provided* that WES is not in default in its performance under the terms of this Contract; or
- (b) any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, Customer shall not be in default if Customer commences a cure within such thirty (30) day period and diligently pursues completion thereof; or
- (c) any representation or warranty furnished by Customer in this Contract was false or misleading in any material respect when made.

Section 13.2. Events of Default by WES. Each of the following events or conditions shall constitute a "***WES Event of Default***":

- (a) any failure by WES to meet the standards of comfort and service set forth in Schedule 1-A-3 due to failure by WES to properly design, install, maintain, repair or adjust the Equipment; *provided* that such failure continues for thirty (30) days after notice to WES demanding that such standards be met, or if such failure cannot be cured within thirty (30) days, WES shall not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof.

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(b) any other material failure by WES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, *provided* that such failure continues for thirty (30) days after notice to WES demanding that such failures to perform be cured, or if such cure cannot be effected in thirty (30) days, WES shall not be in default if WES commences a cure within such thirty (30) day period and diligently pursues completion thereof;

(c) any representation or warranty furnished by WES in this Contract was false or misleading in any material respect when made; or

(d) the filing of a bankruptcy petition, whether by WES or its creditors against WES, which proceeding shall not have been dismissed within sixty (60) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of WES.

SECTION 14 REMEDIES UPON DEFAULT

Section 14.1. Remedies upon Default. All disputes shall be submitted to the individuals listed in Section 23 for resolution. In the event that a remedy acceptable to both Customer and WES cannot be found, either Party may seek mediation as outlined in Section 15.

SECTION 15 MEDIATION

Section 15.1. Any claims or actions (“*Claims*”) arising out of or related to the Contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party.

Section 15.2. The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Request for mediation shall be filed in writing with the other Party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

Section 15.3. The Parties shall share the mediator’s fee and any filing fees equally.

Section 15.4. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Section 15.5. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 16 LIENS

Section 16.1. WES will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim from arising against any Customer property, against WES’s rights to payments hereunder, or against Customer.

SECTION 17 INDEPENDENT CAPACITY OF THE CONTRACTOR

Section 17.1. The Parties hereto agree that WES, and any agents and employees of WES, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Customer for purposes of conflict of interest laws or any other applicable law.

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SECTION 18 NO WAIVER

Section 18.1. The failure of WES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of WES or Customer.

SECTION 19 SEVERABILITY

Section 19.1. In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 20 COMPLETE AGREEMENT

Section 20.1. This Contract, when executed, together with all Exhibits and Schedules attached hereto or to be attached hereto, as provided for by this Contract, shall constitute the entire agreement between the Parties and this Contract may not be amended, modified, or terminated except by a written Modification signed by the Parties hereto.

SECTION 21 FURTHER ASSURANCES

Section 21.1. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 22 APPLICABLE LAW

Section 22.1. This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

SECTION 23 NOTICE

Section 23.1. Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO WES:

Willdan Energy Solutions
Attention: Micah Chen
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806

TO CUSTOMER:

City of San Fernando
Attention: Nick Kimball
117 N Macneil Street
San Fernando, CA 91340

SECTION 24 HEADINGS

Section 24.1. Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 25 INSURANCE

Section 25.1. WES shall procure and maintain in effect insurance coverage in amounts not less than the following.

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(a) Workers' Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

(b) Commercial General Liability Insurance for personal and bodily injury, including death, and property damage with limits not less than \$1,000,000 combined single limit each occurrence and \$2,000,000 general aggregate.

(c) Automobile Liability Insurance for personal and bodily injury, including death and property damage in the amount of not less than \$1,000,000 per occurrence.

(d) Professional Liability Insurance for damages incurred by reason of any negligent act, error or omission committed by WES in performing professional services with limits of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

(e) Builders All-Risk Insurance: WES, at Customer's expense, shall maintain "All Risk Insurance" for all Equipment, and property obtained by or for WES which is to become a part of the work while such Equipment and property is stored at the job site, at temporary locations, or while in transit to the Project from such temporary locations. WES shall also be responsible for insuring Subcontractors' owned, rented, or borrowed equipment.

Section 25.2. WES will provide Customer with certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage shall not be canceled except with at least thirty (30) days prior written notice to Customer, ten (10) days' notice if cancellation is due to nonpayment of premium. Should this occur, WES shall procure and furnish to Customer, prior to such effective date, new certificates conforming to the above coverage requirement.

SECTION 26 EPACT 179D

Section 26.1. To encourage the implementation of a more energy-efficient system, Section 179D of the Internal Revenue Code provides for the allocation of a tax deduction based on the efficiency of the design. Since a public entity is exempt from paying taxes, the Internal Revenue Code permits this allocation to be passed along to the designer of the system as an additional incentive to incorporate the most efficient system affordable. Accordingly, once the building/system is placed into service, it is understood and agreed that the tax deduction granted pursuant to Section 179D of the Internal Revenue Code will be allocated to WES, in consideration of which WES intends to maximize the energy efficiency of the design being contracted.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Effective Date.

WES

CUSTOMER

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

SCHEDULE A

SCOPE OF WORK

California State Contractor's License Number 1065713

California Public Works Contractor Registration Number _____

This scope of work ("***Scope of Work***") is attached to, and forms an integral part of, the Energy Savings Performance Contract (together with its Schedules and Exhibits, the "***Contract***") between Willdan Energy Solutions ("***WES***") and Customer. Capitalized terms used and not defined in this Scope of Work have the meanings given them in the Contract.

The purpose of the Contract is for WES to perform an investment grade audit (an "***IGA***") of the Customer's Premises; the IGA will form the basis for recommendations, which WES will present to Customer, for the implementation of energy, water or other operating cost saving measures and equipment, including estimated program costs and overall potential energy cost and consumption savings. The Contract will also set forth the terms and conditions under which WES will implement recommendations agreed to by Customer, and any other services agreed by WES and Customer, all of which will be designed to save energy, water or other operating costs at the Premises (collectively, the "***Project***").

Schedule A-1. IGA PHASE SERVICES

(a) General.

(1) WES shall advise the Customer on all proposed Projects, selection of materials, building systems and equipment, financing options, and utility incentives. WES shall also provide the Customer with recommendations, consistent with the Customer's stated criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

(b) Engineering and Design. During the IGA Phase, WES shall perform:

(1) Design required to develop the scope and Project solution that meets Performance Contract Program Requirements as identified in Schedule A-4.

(2) Develop design in enough detail to procure subcontractors and materials and develop the Contract Sum included (and defined) in the Performance Contract Amendment.

(A) Perform a survey of the spaces and existing systems throughout the Premises to document existing conditions.

(B) Work with the Customer to establish Project goals and criteria.

(C) Prepare design documents and/or criteria for subcontractor pricing procurement to install modifications to HVAC, electrical, and plumbing systems.

(c) Pre-Construction Services. During the IGA Phase:

(1) WES shall assemble all design documents necessary for pricing procurement.

(2) WES shall engage subcontractors; familiarize them with the Project, site and bidding information; and procure pricing for the purposes of establishing WES's cost proposal in the Performance Contract Amendment.

(3) WES shall coordinate with the Customer, sub-consultants, financiers, utilities and other stakeholders throughout the IGA Phase.



CONTRACT NO. 2126 (Option 2)**(d) Energy-Related Services.**

(1) WES will walk through facility to become familiar with existing systems and the building's operations. WES will also gather as-built plans and O&M data on existing HVAC systems from Customer.

(2) WES will quantify energy savings for each recommend Project through a calibrated computer energy model or other industry standard energy calculation procedure.

(3) WES will quantify and summarize Project economics throughout each phase of design, including:

- (A) Project costs;
- (B) Energy savings;
- (C) Maintenance and other costs savings;
- (D) Utility incentives; and
- (E) Project financing terms and debt service payment terms.

(e) Preparation of the Performance Contract Amendment.

(1) When the Drawings and Specifications are sufficiently complete, WES will prepare a Performance Contract Amendment. The Performance Contract Amendment shall include:

- (A) Contract Sum;
- (B) Contract Time;
- (C) Construction Schedule;
- (D) Energy and other cost savings;
- (E) Grants, financing, and incentive opportunities;
- (F) Project Cashflow;
- (G) Information upon which the Performance Contract Amendment is based, including:
 - (i) Scope of Work;
 - (ii) Drawings;
 - (iii) Specifications;
 - (iv) Supplementary and other Conditions of the Contract; and
 - (v) Deviations from the Performance Contract Program Requirements as identified in Schedule A-4; and
- (H) WES's Personnel, Contractors and Suppliers.

Schedule A-2. CONSTRUCTION PHASE SERVICES**(a) Construction Documents.**

(1) As the Drawings and Specifications may not be finished at the time the Performance Contract Amendment is prepared, the Performance Contract Amendment will provide for further development of the Drawings and Specifications for construction. Such further development does not include such things as changes in scope, systems, or kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

CONTRACT NO. 2126 (Option 2)**(b) WES's Construction Phase Responsibility.**

(1) WES shall supervise and direct the Work, using WES's best skill and attention. WES shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the ESPC Documents give other specific instructions concerning these matters.

(2) WES shall schedule Work and coordinate Subcontractors and any other persons on the site of the Project.

(3) WES will inspect the Work of each subcontractor for defective work, manage resolution of the defective work, and notify applicable subcontractor(s) to correct such defective work in a manner approved by the design team and Customer.

(4) WES shall record the progress of the Project and provide reports to the Customer. Such reports shall include, without limitation, information about variations between actual and budgeted or estimated costs and information on each subcontractor's work, as well as completion status on the entire Project, showing percentages of completion.

(5) With the cooperation of the Subcontractors, WES will prepare and maintain the Construction Schedule.

(6) WES shall schedule and conduct preconstruction, progress, quality control and special meetings with the Customer, designers, the subcontractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling.

(7) WES shall receive, review for completeness and responsiveness the subcontractors' submittals such as shop drawings, product data and samples and deliver them to the Customer for review and approval.

(8) WES shall manage the punch list, coordinate final inspections, and prepare the certificates of Substantial Completion and Final Completion. Upon Final completion, WES will receive, review for conformity with the requirements of the ESPC Documents, transmit to the Customer any affidavits, and turn over to the Customer any manuals and the originals of any guarantees, warranties, releases, bonds and waivers.

(c) Enhanced Commissioning.

(1) WES shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, perform functional performance tests, and generate final commissioning report.

(d) Labor and Materials.

(1) Unless otherwise provided in the ESPC Documents, WES shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

(2) WES shall enforce strict discipline and good order among WES's employees, Subcontractors, and other persons carrying out the Work. WES shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

Schedule A-3. GUARANTEE PHASE SERVICES

(a) Facility Personnel Assistance.

(1) WES's commissioning group will assist Customer personnel in achieving the most efficient operation of Customer's facility.

(2) Customer will be responsible for the maintenance of all energy systems, including lighting, mechanical, electrical, and building automation control systems per Schedule 1-A-5.

(b) Savings Tracking and Reporting.

(1) WES will be responsible for the monthly tracking and monitoring of the Project and will provide ongoing assistance to Customer's staff.

(2) WES will provide an annual savings report. This report will detail current monthly savings, year to date savings, and guaranteed savings. This report will also show the actual savings in units of energy.

(c) Utility Rate Negotiation.

(1) If, during the term of this Contract, deregulation of the electric and gas utilities should occur, WES shall have the right to negotiate on behalf of the Customer, in total or in portion, other utility services beyond the current providers of those services. WES will represent the Customer as long as the services being negotiated are cost competitive for the Customer. WES will seek the most cost competitive providers of those services who can provide equal or better-quality service. In the event that the Customer is able to locate a more cost competitive provider, with equal quality, WES will agree to use that provider. The purpose of this paragraph is to minimize utility costs for the Customer.

(d) Cancellation.

(1) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in the Energy Savings Guarantee in the form of Exhibit 2.

Schedule A-4. PERFORMANCE CONTRACT PROGRAM REQUIREMENTS:

(a) Financial Criteria.(b) General Scope and Intent.

Schedule A-5. PROJECT IMPLEMENTATION SCOPE OF WORK

(a) Final, detailed scope of work will be included in the Performance Contract Amendment.

Schedule A-6. TIME.

(a) WES and Customer will work together to develop construction schedules that minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion. All construction will be completed in accordance with Exhibit 1-3.

(b) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the Construction Period. The completion dates will be modified by change order for these events.

SCHEDULE B

COMPENSATION TO WES

This compensation schedule (“**Compensation Schedule**”) is attached to, and forms an integral part of, the Energy Savings Performance Contract (together with its Schedules and Exhibits, the “**Contract**”) between Willdan Energy Solutions (“**WES**”) and Customer. Capitalized terms used and not defined in this Compensation Schedule have the meanings given them in the Contract.

The Customer shall compensate and make payments to WES for the IGA Phase services, Construction Phase services, and Guarantee Phase services as follows:

Schedule B-1. INVESTMENT GRADE AUDIT PHASE SERVICES

(a) The Customer shall compensate and make payments to WES for the IGA Phase services as follows:

(1) If the Performance Contract Amendment is executed within ninety (90) days of the Effective Date of the IGA, the fee for IGA services will be incorporated into the Performance Contract Amendment, otherwise,

(2) Customer shall pay WES the stipulated sum of \$0.

Schedule B-2. CONSTRUCTION PHASE

(a) For WES’s performance of the Construction, the Customer shall pay WES the Construction Phase Contract Sum in current funds for WES’s performance of the Contract after the execution of the Performance Contract Amendment. The Contract Sum shall be identified in the Performance Contract Amendment.

Schedule B-3. GUARANTEE PHASE

(a) For WES’s performance of the Energy Savings Guarantee, the Customer shall pay WES in current funds for WES’s performance of the Guarantee Phase services following Final Completion of the entire Project, and issue to WES the “Certificate of Acceptance - Project Final Completion” as defined in Schedule 1-C. The Guarantee Phase Contract Sum shall be identified in the Energy Savings Guarantee.

Schedule B-4. PAYMENT PROCEDURES

(a) Investment Grade Audit Phase Payments.

(1) WES shall provide an Application for Payment to Customer for IGA Phase services completed in accordance with Schedule A-1 above. The Customer shall make payment in the manner and within the time provided in Section 4.3 of the Contract.

(b) Construction Phase Payments.

(1) Project Mobilization. The initial Application for Payment shall include all remaining pre-construction-phase services amounts as well as ten percent (10%) of the remaining total compensation to allow for mobilization of WES and subcontractors.

(2) Progress Payments. WES shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 4.3 of the Contract. Until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay one hundred percent (100%)

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of the amount due to WES on account of progress payments. WES shall provide a Retainage Bond that represents ten percent (10%) of the total Contract value.

(3) Schedule of Values. WES will prepare and submit a complete schedule of values along with the initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual Projects for the purposes of Progress Payments, Substantial Completion, Final Completion, and withholding of retention amounts.

(4) Substantial Completion. Substantial Completion is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Work for its beneficial use.

When WES considers that an individual Project is substantially complete, WES shall prepare and submit to the Customer a comprehensive list of items to be completed or corrected prior to final payment (the “**Punch List**”). Upon receipt of WES’s Punch List, the Customer shall, within seven (7) days, inspect the Work to determine whether the Work or designated portion thereof is substantially complete. If the Customer’s inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the ESPC Documents so that the Customer can utilize the Project or designated portion thereof for its intended use, WES shall, before issuance of the Certificate of Acceptance - Project Final Completion, complete or correct such item upon notification by the Customer. In such case, WES shall then submit a request for another inspection by the Customer to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, WES will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Project and insurance, and shall fix the time within which WES shall finish all items on the Punch List accompanying the Certificate. Warranties required by the ESPC Documents shall commence on the date of Substantial Completion of the Project or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Customer for their written acceptance of responsibilities assigned to them in such Certificate.

(5) Substantial Completion Payment. Upon Substantial Completion acceptance, the Customer shall make payment of retainage applying to such Work or designated portion thereof within the time provided in Section 4.3 of the Contract. Such payment shall be reasonably adjusted to reflect the dollar value of Work that is incomplete or not in accordance with the requirements of the ESPC Documents.

(6) Project Final Completion and Payment. After WES’s completion of all Punch List items, Project closeout requirements, and upon receipt of written notice that the Project is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the Customer will make such inspection within seven (7) days and, when the Customer finds the Project acceptable under the ESPC Documents and the Contract fully performed, the Customer will execute and issue the Certificate of Acceptance within two (2) days from the final inspection and pay the entire balance found to be due to WES as stated in the Final Application for Payment within the time provided in Section 4.3 of the Contract.

(c) Failure of Payment. If the Customer does not pay WES within five (5) days after the date established in Section 4.3 of the Contract, then WES may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of WES’s reasonable costs of shut-down, delay and start-up, plus interest.



EXHIBIT 1

FORM OF PERFORMANCE CONTRACT AMENDMENT

This Performance Contract Amendment, dated as of the ____ day of _____, 2022 (the “**Amendment Date**”), is incorporated into the accompanying Energy Savings Performance Contract dated the ____ day of _____, 2022 (together with its Exhibits and Schedules, the “**Contract**”) for the following:

PROJECT: HVAC Upgrades at Police Department Building

THE CUSTOMER: City of San Fernando, 117 Macneil Street, San Fernando, CA 91340

THE CONTRACTOR: Willdan Energy Solutions, Inc. (“**WES**”)

WHEREAS, Customer and WES previously executed the Contract, pursuant to which WES performed an investment grade audit (“**IGA**”) of the Customer’s Premises and presented Customer with recommendations (the “**Recommendations**”) for the implementation of certain energy, water or other operating cost saving measures and equipment and/or fee-producing infrastructure facilities, including estimated program costs and overall potential energy cost and consumption savings; and

WHEREAS, WES delivered the Recommendations, on an arms’ length basis, to personnel of Customer with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, Customer has accepted the Recommendations and determined that the anticipated cost to Customer to implement the Recommendations (other than the fee-producing infrastructure facilities) will be less than the anticipated cost to Customer for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Customer in the absence of the Recommendations, in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Customer held a regularly scheduled public hearing, of which two weeks advance public notice was given regarding this Amendment and its subject matter, and

WHEREAS, Customer has determined that entering into this Amendment to implement the Recommendations is in the best interests of Customer and that California Government Code §4217.10 *et seq.* and/or California Government Code § 5956 allows Customer to enter into this Amendment; and

WHEREAS, with respect to the fee-producing infrastructure facilities, pursuant to the provisions set forth in California Government Code §5956, Customer intends to utilize a combination of Customer funds and private investment capital to design, construct and finance any such fee-producing energy infrastructure facilities; and

WHEREAS, California Government Code §5956 permits Customer to enter into agreements with private entities for the development, design, and construction of fee-producing infrastructure projects, including energy supply and distribution projects; and

WHEREAS, Customer anticipates that existing end user fees will be sufficient to pay WES’s costs permitted under California Government Code §5956.6(b)(4); and

WHEREAS, to the extent that Customer increases its end user fees to pay for the fee-producing infrastructure projects procured under this Amendment, such increase will be subject to approval, prior to



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its imposition, at a public hearing and will be imposed pursuant to the requirements of California Government Code §5956.6(b)(5) or other applicable law; and

WHEREAS, no employee of Customer who has a relationship with WES participated in the process of selecting WES or approving the Recommendations; and

WHEREAS, WES is experienced in the design, engineering, and construction of fee-producing infrastructure projects, including energy supply and distribution projects, is duly licensed by the State of California to provide or enter into this Amendment to provide such services, and is willing and financially able to perform such services for Customer, all as more fully set forth herein;

WHEREAS, by adoption of Resolution No. _____ at the above-referenced meeting, Customer approved this Amendment and authorized its execution.

NOW THEREFORE, the Customer and WES hereby amend the Contract as follows.

TABLE OF SCHEDULES (the following Schedules are added by this Performance Contract Amendment):

Schedule 1-A Additional Responsibilities

Schedule 1-B Certificate of Substantial Completion

Schedule 1-C Certificate of Acceptance – Project Final Completion

Exhibit 1-1. CONSTRUCTION PHASE CONTRACT SUM

(a) Stipulated Sum.

(1) The Stipulated Sum shall be (\$3,449,941), subject to authorized adjustments as provided in the ESPC Documents. A detailed description of the components of this compensation is provided below.

(2) The Stipulated Sum is based upon the following alternates, if any, which are described in the ESPC Documents and are hereby accepted by the Customer:

(3) Unit prices, if any:

Exhibit 1-2. CHANGES IN THE CONSTRUCTION PHASE CONTRACT SUM:

(a) Changes to the Contract Sum are warranted for, but are not limited to: Hazardous Substances, additions or modifications to the Scope of Work, and Differing Site Conditions, each as defined in this Performance Contract Amendment. All additional costs associated with these items shall be the responsibility of Customer.

Exhibit 1-3. CONTRACT TIME

(a) **Commencement Date:** The date of commencement of construction will be based on the execution of this document or an issued Notice to Proceed, whichever is the latter.

(b) The estimated contract duration is 550 calendar days from the date of commencement of construction.

(c) The anticipated Energy Savings Guarantee Commencement Date begins on the date of Final Completion.

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(d) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the construction timeframe in this Exhibit 1-3.

Exhibit 1-4. SCHEDULE OF VALUES

(a) WES will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual Projects for the purposes of Progress Payments, Substantial Completion, Project Final Completion, and withholding of retention amounts.

Exhibit 1-5. INFORMATION UPON WHICH AMENDMENT IS BASED

The Contract Sum and Contract Time set forth in the Performance Contract Amendment are based on the following:

(a) Scope of Work. The tentative scope of work to be performed under the original Contract is revised and clarified as set forth in this Performance Contract Amendment as follows:

- (1) ECM #1: Police Department HVAC Redesign and Replacement
 - (A) This work is to be performed at the following buildings:
 - (i) San Fernando Police Department
 - (B) This work specifically includes:
 - (i) Demolish and properly dispose of existing VAV system (AC-1)
 - (ii) Demolish and properly dispose of existing rooftop units: AC-1, AC-2, AC-3, AC-4, AC-5
 - (iii) Demolish and properly dispose of existing mixed air unit: MAU-1
 - (iv) Demolish and properly dispose of existing exhaust fans: EF-1, EF-3, EF-4, EF-5, EF-8, EF-9.
 - (v) Installation of New Dedicated Outdoor Air System (DOAS) Unit + ductwork modifications
 - (vi) Installation of New Variable Refrigerant Flow (VRF) heat recovery system, including heat recovery units (HRUs), fan coil units (FCUs), and mode control units (MCUs)
 - (vii) Installation of gravity relief ventilators GRV-1 and GRV-2.
 - (viii) Installation of New VRF system refrigerant distribution piping
 - (ix) Installation of New Localized Exhaust fans, including EF-1, EF-2, EF-3, EF-4, EF-5, and EF-9
 - (x) Installation of new rooftop units: RTU-1 and RTU-2
 - (xi) Integrate all new equipment with existing equipment
 - (xii) Installation of New Building Automation System (BAS) Controls

(2) Work Excluded.**(A) General.**

- (i) Sales taxes are excluded from the Project. Customer will assist WES in securing Project exemption certificate.

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(ii) Assessment of or abatement of asbestos and other hazardous materials are not included in the Scope of Work. This work is to be performed under a separate contract by the Customer in a timely manner.

(iii) Schedule delays and extended general conditions due to abatement demolition scope

(iv) Work related to existing non-code compliant conditions not associated with this scope of work.

(v) Work related to any requirements by AHJ that are above established building codes

(vi) Replacement of existing fire alarm panel, wiring or detection devices

(vii) Premium wages associated with after-hours work

(viii) Temporary power

(ix) Temporary conditioning of occupied spaces is excluded. Existing HVAC equipment is intended to be kept in operation to provide conditioning of spaces where possible.

(x) Specific areas of the building not included in Project scope.

(xi) Landscaping beyond reseeding of damaged or disturbed earth.

(xii) Integration of modification of security access controls and surveillance system. (Especially relevant when modifying entrances)

(B) Mechanical/Controls.

(i) Electrical power wiring and connections over 24V. (Only applicable if a separate Electrical Contractor is involved in the Project)

(ii) Modifications or repairs to existing gas service, gas piping, gas meters and insulation

(iii) IT infrastructure and IT support:

(A) Project to use existing data architecture in place, Customer to provide IT support to assist in connection of controls remote access interface.

(iv) Expansion of fire panel to accommodate added points.

(v) Duct Cleaning

(vi) 3D Coordination Drawings

(C) Roofing.

(i) Replacement of any defective roofing items which are hidden conditions, including wood nailer, insulation, and metal deck. Repair of these items will be billed to the Customer through Change Orders and paid for out of the Project contingency budget.

(ii) Replacement or repair of existing roofing conditions not associated with this scope of work

CONTRACT NO. 2126 (Option 2)**(D) Additional Project Specific Exclusions.**

- (i) Transformer upgrades
- (ii) Interconnection fees above \$800
- (iii) Parking lot restriping, grading, curb and gutter work, site work not affected directly by the listed scope of work.
- (iv) Landscaping and irrigation modifications
- (v) Tree removal, or replanting of any removed trees
- (vi) Rock excavation, dewatering or unforeseen concealed subterranean conditions when placing foundations or boring/trenching
- (vii) Modifications to existing conditions not directly included in this scope of work
- (viii) Patching and painting of existing ceilings between arrival of VRFs and roof top equipment.
- (ix) Demolition scope to cover ceiling demolition necessary for entirety of mechanical scope on a single mobilization (Delivery of VRF material and RTU material vary drastically)
- (x) Exact replacement of drop-ceiling material (a close approved equal will be used for patching)

(b) Drawings.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

Number	Title	Date
Pgs 1-24	SFPD Permit 2022-11-11.pdf	11/11/22
Pgs 1-9	2022-09-16 60% E San Fernando Police Facility Renovation	9/16/22
Pgs 1-6	EquipPro Construction Documents – SFPD – City Submittal	10/4/22

(c) Specifications.

(1) The Scope of Work defined in Exhibit 1-6(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the Project.

Number	Title	Date

(d) Allowances and Contingencies.

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(1) Allowances.

(A) Customer's Allowance: [\$0]

(2) Contingencies.(A) Customer's Contingency: *Not Applicable*

(B) WES's Contingency: \$0

(i) WES's Contingency exists to mitigate Project-related risks for which WES is responsible. This Contingency is intended to cover costs due to the negligence or failure of WES, WES's subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract. WES's Contingency is understood by WES and Customer to be "spent" money.

Exhibit 1-6. WES'S PERSONNEL, CONTRACTORS AND SUPPLIERS

(a) WES's key personnel are identified below:

(1) Superintendent.(2) Project Manager(s).(3) Others.

Exhibit 1-7. CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

(a) Construction Schedule. Construction and installation of energy-saving and/or energy-generating equipment ("**Equipment**") by WES shall proceed throughout the Construction Period described in the detailed schedule of construction, which will be submitted to Customer following commencement of the Performance Contract Amendment. This schedule, set forth in Exhibit 1-5, will be updated throughout construction to reflect ongoing progress on the Project.

(b) Systems Startup and Equipment Commissioning. WES shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule 1-A-1, and prior to acceptance of the Project by Customer. WES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by WES and/or manufacturers of the Equipment. WES shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.

Exhibit 1-8. EQUIPMENT WARRANTIES

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS Exhibit 1-10, WES MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CUSTOMER WILL HAVE NO REMEDIES AGAINST EITHER WES OR ANY WES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR

CONTRACT NO. 2126 (Option 2)**OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW.**

(a) WES covenants and agrees that all material and Equipment installed as part of this Contract will be new, in good and proper working condition and protected by appropriate written warranties covering the performance of parts and Equipment, which will be transferred to Customer upon substantial completion. WES further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion ("**WES Warranty**"). Notwithstanding the preceding sentence, the date the WES Warranty commences with respect to a specific piece or pieces of Equipment may be further defined in Schedule 1-B.

(b) Equipment and material warranties that exceed the WES Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Customer, after the one (1) year period. During the WES Warranty period, WES will be Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the WES Warranty period, WES, or WES's subcontractors, will correct its defects, and/or WES will work with the equipment or material manufacturer as Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Customer. If a warranty issue arises on any equipment or material installed after the WES Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Customer will contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer will have sole responsibility for such issues.

(c) The warranties in this Exhibit 1-10 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than WES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized WES subcontractor, improper use or operation, or normal wear and tear under normal usage. WES shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion; and thereafter, WES will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

(d) Customer and WES have discussed the risks and rewards associated with this Project, as well as the Contract Sum to be paid to WES for performance of the Work. Customer and WES agree to allocate certain of the risks so that, to the fullest extent permitted by applicable law, WES's total aggregate liability to Customer and all third parties is limited to the Contract Sum for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Exhibit 1-9. TRAINING BY WES

(a) WES shall conduct the training program described in Schedule 1-A-10 hereto. Such training must be completed prior to acceptance of the Equipment installation. WES shall provide ongoing training whenever requested by Customer with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no charge to the Customer.

Exhibit 1-10. PERMITS AND APPROVALS; COORDINATION

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(a) Permits and Approvals. The Equipment and the operation of the Equipment by WES shall at all times conform to all applicable federal, state and local code requirements. Customer shall cooperate fully with WES in obtaining all necessary permits and approvals for installation of the Equipment. WES is responsible for obtaining and paying for all permits, except those permits to be issued by Customer itself. Customer will be responsible for obtaining and paying for annual operating permits and any approvals or exemptions required by CEQA. WES shall furnish copies of each permit or license which is required to perform the Work to the Customer before WES commences the portion of the Work requiring such permit or license. Customer is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), inspections, certifications, and utility interconnection(s), including any additional Work that may be required by the electric utilities as part of interconnection.

(b) Coordination During Installation. The Customer and WES shall coordinate the activities of WES's Equipment installers with those of the Customer, its employees, and agents. WES shall not commit or permit any act which will unreasonably interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

Exhibit 1-11. LOCATION AND ACCESS

(a) Customer shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for WES to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by WES and reasonably acceptable to the Customer. WES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

Exhibit 1-12. EQUIPMENT SERVICE

(a) Actions by WES. WES shall provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule 1-A-4. Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in the Compensation Schedule, *provided, however*, that if WES determines that the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, WES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

(b) Malfunctions and Emergencies. Customer shall use its best efforts to notify WES or its designee(s) within twenty-four (24) hours after the Customer's actual knowledge of the occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy-related equipment that might materially impact upon any energy savings guaranteed by WES, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related Equipment or its operation.

(c) Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify WES within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. WES or its designee(s) shall respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three (3) business days by written notice to WES from Customer. If Customer unreasonably delays in so notifying WES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change (as defined herein) and the applicable provisions of Schedule 2-B shall be applied.

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(d) Actions by Customer. Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of WES except as set forth in Schedule 1-A-5. Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify WES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by WES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment.

Exhibit 1-13. STANDARDS OF COMFORT

(a) WES will install and commission the Equipment in a manner that will enable the Customer to maintain the standards of heating, cooling, hot water, and lighting, as described in Schedule 1-A-3.

Exhibit 1-14. BONDS

(a) Any and all performance and payment bonds obtained by WES for this Project shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services and any other part of this Contract and the ESPC Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment, or for work to be accomplished by the Customer.

Exhibit 1-15. OWNERSHIP

(a) Ownership of Existing Equipment. Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Customer even if they are replaced or their operation made unnecessary by Work performed by WES pursuant to this Contract. If applicable, WES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within thirty (30) days designate in writing to WES which equipment and materials (other than Hazardous Substances (as defined herein), which will be the responsibility of Customer) should not be disposed of off-site by WES. It is understood and agreed by both Parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. WES shall be responsible for the disposal of all equipment and materials (other than Hazardous Substances) designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal. WES will not be responsible for the removal and/or disposal of any Hazardous Substances except as specified in the Scope of Work.

(b) New Equipment. All new Equipment or materials supplied to the Customer shall become the property of the Customer upon installation and payment therefor. WES shall grant to the Customer a perpetual, irrevocable royalty-free license for any WES software or other WES intellectual property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Performance Contract Amendment by their duly authorized officers as of the Amendment Date.

WES

CUSTOMER

Signed _____

Signed _____



CONTRACT NO. 2126 (Option 2)

Name _____
Title _____

Name _____
Title _____



SCHEDULE 1-A

ADDITIONAL RESPONSIBILITIES

Schedule 1-A-1. System Start-up & Commissioning.

- (a) WES will perform start-up and commissioning services for all equipment installed.

Schedule 1-A-2. Operating parameters of installed equipment.

- (a) WES will provide operating parameters in the Operation and Maintenance Manuals. These manuals will be provided to Customer prior to Project Final Completion.

Schedule 1-A-3. Standards of Comfort.

- (a) Customer will maintain the following standards of comfort, which were used to evaluate the energy conservation measures for this Project. Significant deviation from these standards will represent a change in operation that must be accounted for, in accordance with Exhibit 2-4, in order to accurately verify the Energy Savings Guarantee.

- (b) Occupied temperature set points: 70°F or below in heating and 70°F or above in cooling.

- (c) HVAC system will be operating 24/7, 365 days.

Schedule 1-A-4. WES Maintenance Responsibilities.

- (a) WES is not responsible for performance of any maintenance of equipment on the Premises.

Schedule 1-A-5. Customer Maintenance Responsibilities.

- (a) Customer is required to perform all necessary maintenance as recommended by the manufacturer in the Operation and Maintenance manuals (to be provided upon Project Final Completion) for equipment installed as part of this Contract, as well as all additional equipment that will continue to operate in Customer facilities.

Schedule 1-A-6. Facility Maintenance Checklist.

- (a) WES shall provide Customer with a complete facility maintenance checklist prior to the Acceptance of Project Final Completion.

Schedule 1-A-7. Customer Information Technology Responsibilities.

- (a) Customer is responsible for providing a working WAN infrastructure connecting multiple buildings and configuring it for connecting new internet-based building control system, accessible via standard web-browser from inside and outside the Customer's network.

- (b) Customer is responsible for providing network connection(s) (cables and switches), open ports and IP addresses for connection of building control system's web server to Customer's network for internet accessibility.

- (c) Customer shall engage their IT representative familiar with the Customer's network to work with WES and its subcontractors to establish IP addresses and communications to assure proper operation of the building control system with the Customer's wide area network.

Schedule 1-A-8. Differing Site Conditions.

- (a) The conditions at the site are the responsibility of the Customer regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "**Differing Site Condition**" is a subsurface, hidden, latent, or physical condition at a Project site/building not revealed by the site exploration, site investigation, or other information provided by the

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Customer and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation, according to the professional standard of care, may not detect all subsurface or site/building conditions. WES shall not be liable for site/building conditions that could not be identified by such an investigation or exploration. Accordingly, the Customer agrees to indemnify, including all costs and fees, and hold WES harmless from all claims for Differing Site Conditions.

Schedule 1-A-9. Hazardous Substances.

(a) WES contemplates that it will not encounter any Hazardous Substances at the Premises, except as has been disclosed as a pre-existing condition by Customer prior to the Amendment Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Amendment Date will constitute a valid basis for a Change Order.

(b) **“Hazardous Substances”** means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended, and regulations promulgated thereunder; (iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 et seq., as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

Schedule 1-A-10. Training Requirements.

(a) WES will provide (8) hours of dedicated training prior to Project Final Completion to ensure proper understanding of installed systems. Additional training will be provided at no additional cost until Project Final Completion as deemed necessary by Customer and WES.

Schedule 1-A-11. Trenching. Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$15,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, WES will, in advance of excavation, submit to Customer and/or a registered civil or structural engineer, employed by Customer, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Customer or by the person to whom authority to accept has been delegated by Customer. Pursuant to California Labor Code §6705, nothing in this Schedule 1-A-11 imposes tort liability on Customer or any of its employees.

Schedule 1-A-12. Subsurface Conditions. Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:

(a) WES will promptly, and before the following conditions are disturbed, notify Customer, in writing, of any:

(1) Material that WES believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to WES before the Amendment Date;

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(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(b) Customer will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in WES's cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

(c) If a dispute arises between Customer and WES, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in WES's cost of, or time required for, performance of any part of the Work, WES will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. WES will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Schedule 1-A-13. Lead-Based Paint. Pursuant to California Education Code §32244, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination will be utilized at any school site. Customer acknowledges and agrees that actions to abate existing risk factors for lead are expressly excluded from the Scope of Work, and WES will have no obligation to take any such abatement action.

SCHEDULE 1-B

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project _____ Project Number: _____

From: WES _____ To (Customer): _____

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Scope of Work A {Identify the Work, or portion thereof per the schedule of values, that is substantially complete}

The Work performed under this Contract has been reviewed and found, to the best of the Customer's knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the ESPC Documents so that the Customer can occupy or utilize the work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the ESPC Documents, except as stated below:

{Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement}

Warranty	Date of Commencement
Equipment A, if any	

CUSTOMER'S
REPRESENTATIVE

BY (Signature)

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of WES to complete all Work in accordance with the ESPC Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The estimated cost of work that is incomplete or defective: \$ 0.00

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WES will complete or correct the Work on the list of items attached hereto within [] days from the above date of Substantial Completion:

_____	_____	_____
WES	BY <i>(Signature)</i>	DATE

The Customer accepts the Work or designated portion as substantially complete and will assume full possession thereof on the above date of Substantial Completion. Customer assumes responsibility for security, maintenance, heat, utilities, damage to the Work and insurance.

_____	_____	_____
CUSTOMER	BY <i>(Signature)</i>	DATE



SCHEDULE 1-C

CERTIFICATE OF ACCEPTANCE – PROJECT FINAL COMPLETION

This is to certify that a final inspection of the Project has been conducted jointly by WES and The City of San Fernando, and that the Parties have determined that the Project has been fully completed in accordance with the ESPC Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes all responsibility for the Premises. Customer will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204. WES remains responsible for correcting errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

CUSTOMER

Signed

Signed

Name

Name

Date

Date



EXHIBIT 2

FORM OF ENERGY SAVINGS GUARANTEE

Exhibit 2-1. GUARANTEE PHASE CONTRACT SUM

(a) Customer shall pay WES annual payments for Guarantee Phase services in the amounts listed below, subject to Schedule B and any other applicable terms of this Energy Savings Guarantee:

Year One: \$0.00 (included in Construction Phase Contract Sum)

Additional years of annual reporting can be requested for an additional fee.

(b) Customer may cancel the Guarantee Phase services on any anniversary of the commencement of Guarantee Services, or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in this Exhibit 2.

Exhibit 2-2. CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

(a) The Parties acknowledge and agree that WES has entered into this Contract in reliance upon the prospect of earning compensation, as set forth on Exhibit B and Exhibit 2-1.

(b) The Parties further acknowledge and agree that any guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy conservation shall be implemented and followed by Customer on a regular and continuous basis.

(c) Customer agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth in Schedule 1-A-5.

(d) Customer agrees that WES shall have the right once a month, with prior notice, to inspect the Premises to determine if Customer is complying, and has complied, with its obligations as set forth above in Exhibit 2-2(c). For the purpose of determining Customer's compliance, the checklist to be set forth Schedule 1-A-6, as completed and recorded by WES during its monthly inspections, shall be used to measure and record Customer's compliance. Customer shall make the Premises available to WES for and during each monthly inspection and shall have the right to witness each inspection and the recordings on the checklist.

Exhibit 2-3. UPGRADING OR ALTERING CUSTOMER'S EQUIPMENT

(a) Subject to Customer's prior written approval, which shall not be unreasonably withheld, WES shall at all times have the right (but not the obligation) to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Premises, *provided that*:

(1) WES complies with the standards of comfort and services set forth in Schedule 1-A-3;

(2) such modifications or additions to, or replacement of, the Equipment, and any operational changes or new procedures, are necessary to enable WES to achieve the energy savings at the Premises; and

(3) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of WES.

(b) All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, *provided that* any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. WES shall update any and all software to be used in connection with the Equipment in

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accordance with the provisions of Section 10.1. All replacements of and alterations or additions to the Equipment shall become part of the Equipment described in the Scope of Work and shall be covered by the provisions and terms of Exhibit 1-7.

Exhibit 2-4. MATERIAL CHANGES

(a) Material Changes Defined. A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the reasonable judgment of WES, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule 2-B, by at least 0.5% after adjustments for climatic variations. Actions by the Customer which may result in Material Change include but are not limited to the following:

- (1) manner of use of Premises by the Customer; or
- (2) hours of operation for the Premises or for any equipment or energy-using systems operating at the Premises; or
- (3) permanent changes in the comfort and service parameters set forth in Schedule 1-A-3; or
- (4) occupancy of the Premises; or
- (5) structure of the Premises; or
- (6) types and quantity of equipment used at the Premises; or
- (7) modification, renovation or construction at the Premises; or
- (8) the Customer's failure to provide maintenance of or repairs to the Equipment in accordance with Schedule 1-A-5; or
- (9) any other conditions, other than climate, affecting energy use at the Premises.

(b) Reported Material Changes; Notice by Customer. The Customer shall use its best efforts to deliver to WES a written notice describing all actual or proposed Material Changes in the Premises or in the operation of the Premises at least thirty (30) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or unplanned event. Notice to WES of Material Changes caused by a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Customer within thirty (30) hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

(c) Unreported Material Change. In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in Schedule 2-A should not change more than two percent (2%) during any month from the projected energy use for that month, after adjustments for changes in climate conditions. Therefore, if energy consumption for any month as set forth in Schedule 2-A deviates by more than two percent (2%) from the energy consumption of the same month of the preceding year after adjustments for changes to climatic conditions, then such deviation shall be timely reviewed by WES to ascertain the cause of deviation. WES shall report its findings to the Customer in a timely manner and WES shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule 2-B.

Exhibit 2-5. GUARANTEED ENERGY SAVINGS

- (1) The Customer and WES agree that a stipulated savings of 44,232 kWh from the Police Department HVAC Redesign and Replacement ECM is achieved as guaranteed. The key performance indicator of installing the HVAC system size per the construction permit set will be validated. No further tracking or monitoring of this savings shall take place



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Exhibit 2-6. Savings Reporting and Reconciliation. No more than eighteen (18) months following Project Final Completion, WES shall provide to Customer a savings report identifying the Actual Energy Savings achieved during the installation period as well as a period of twelve (12) consecutive months during this period following Project Final Completion. The total Actual Energy Savings and Energy Savings Guarantee are defined as:

(a) Actual Energy Savings = Construction Period Savings + Performance Period Savings x Guarantee Term

Where: Performance Period savings is savings from a period of twelve (12) consecutive months during this period following Project Final Completion

(b) Energy Savings Guarantee = Annual Guarantee Amount x Guarantee Term

(c) In the event that the Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by WES, nor shall any additional services be performed.

(d) In the event that Actual Energy Savings falls short of the Energy Savings Guarantee, WES shall reimburse Customer for the full amount of the difference between the Actual Energy Savings and the Energy Savings Guarantee, as described in Schedule 2-A, for the consecutive 12-month period identified. In addition, WES shall, at its discretion, perform one of the following actions:

(1) Reimburse Customer for all remaining 12-month periods remaining in the Guarantee Term. The reimbursement for the remaining 12-month periods in the Guarantee Term will use an annual five percent (5%) discount rate to account for the present value of the funds being reimbursed.

(2) Continue to track savings for the 12 months immediately following the previous 12-month guarantee period. At the conclusion of this 12-month term Guarantee Term, WES shall provide to Customer a savings report identifying the Actual Energy Savings achieved during the Term.

(A) In the event that the most recent Actual Energy Savings is in excess of the Energy Savings Guarantee, the Energy Savings Guarantee shall be deemed satisfied. No further tracking shall be conducted by WES, nor shall any additional services be performed.

(B) In the event that additional savings above guarantee are achieved in any year during the guarantee period, these savings can be used to offset shortfalls in savings in other years. If WES has written a savings shortfall check to the Customer, and later Total Dollar Savings exceed the annual guarantee amount, Customer will reimburse WES up to the amount of WES's shortfall check, to the extent that the shortfall is made up by savings in excess of the guarantee.

(C) In the event that the most recent Actual Energy Savings falls short of the Energy Savings Guarantee, WES shall reimburse Customer for the full amount of the difference between the Actual Energy Savings and the Energy Savings Guarantee for the consecutive 12-month period identified. In addition, WES shall, at its discretion, perform one of the actions described in Exhibit 2-6(d)(1) or Exhibit 2-6(d)(2) above.

Exhibit 2-7. Utility Rates Used to Calculate Savings. The utility rates listed in the table below will be used to determine:

(a) The amount of dollar savings achieved each year for purposes of measuring the program's performance relative to the Energy Savings Guarantee and

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(b) The dollar amount that WES shall compensate the Customer in the event that there is an energy savings shortfall

Table-1 - Utility Rates used for determining Actual Energy Savings, effective 10/1/2022

Customer Charges					Energy Charges					Demand Charges				
Season	Charge Type	Rate Type	GS-2-TOU, Option: D-CPP	GS-2-TOU, Option: E	Season	Charge Type	Rate Type	GS-2-TOU, Option: D-CPP	GS-2-TOU, Option: E	Season	Charge Type	Rate Type	GS-2-TOU, Option: D-CPP	GS-2-TOU, Option: E
W	Flat Rate	per billing period	\$189.75	\$189.75	W	Mid Peak	Import	\$0.12428	\$0.17809	W	Flat Rate	Import	\$21.62	\$12.87
S	Flat Rate	per billing period	\$189.75	\$189.75	W	Off Peak	Import	\$0.12342	\$0.12218	S	Flat Rate	Import	\$21.62	\$12.87
					W	Critical Peak	Import	\$0.80	-	W	Mid Peak	Import	\$7.50	\$2.20
					W	Super Off Peak	Import	\$0.08758	\$0.09824	S	On Peak	Import	\$33.83	\$5.70
					S	On Peak	Import	\$0.15964	\$0.72153					
					S	Mid Peak	Import	\$0.14874	\$0.30458					
					S	Off Peak	Import	\$0.11288	\$0.18945					
					S	Critical Peak	Import	\$0.80	-					

Customer Charges				Energy Charges				Demand Charges			
Season	Charge Type	Rate Type	GS-3-TOU	Season	Charge Type	Rate Type	GS-3-TOU	Season	Charge Type	Rate Type	GS-3-TOU
W	Flat Rate	per billing period	\$548.00	W	Mid Peak	Import	\$0.17668	W	Flat Rate	Import	\$13.18
S	Flat Rate	per billing period	\$548.00	W	Off Peak	Import	\$0.11748	S	Flat Rate	Import	\$13.18
				W	Super Off Peak	Import	\$0.09423	W	Mid Peak	Import	\$2.61
				S	On Peak	Import	\$0.63985	S	On Peak	Import	\$4.90
				S	Mid Peak	Import	\$0.28752				
				S	Off Peak	Import	\$0.17696				

Notes: The current rate schedule is SCE's GS-2-TOU Option D for the Police Department, and GS-3-TOU Option E for the Public Works building, which will be used to determine baseline energy costs.

Blended rate used for calculation of costs savings is \$0.21 / kWh for HVAC upgrades. These rates will escalate at the rate of four percent (4%) each year of the Guarantee Term.

Requirements of Customer: To facilitate successful achievement of the Energy Savings Guarantee, Customer agrees to:

(c) Provide utility data for the meters listed in Schedule 2-A to WES within thirty (30) days of receiving such information from utility providers. Failure to provide data within this timeframe shall void the Energy Savings Guarantee.

(d) Provide WES access to all buildings covered under the Guarantee; all temperature control and energy management systems which control part or all of the buildings covered under the Guarantee; personnel with responsibility for operating and/or managing any of the above buildings; and construction documents, equipment inventories, and other documents that may be helpful in evaluating a cause for adjustment.

SCHEDULE 2-A

BASELINE ENERGY CONSUMPTION

An accurate measurement of Baseline is necessary to facilitate accurate measurement and verification of the Energy Savings Guarantee. Baseline conditions generally include physical, operational, and energy use data on the facility and systems. This Schedule identifies baseline performance and operating factors that influence energy consumption, and how their values will be determined through observations and measurements. The Schedule also demonstrates the calculated Baseline for the Customer's Premises. This Baseline shall be used to determine whether Actual Energy Savings exceeds or falls short of the Energy Savings Guarantee.

Schedule 2-A-1.

(a) Baseline Period: The baseline period is any consecutive 12- month period within the 24-month period immediately preceding the Construction Period. This period will be selected by WES and presented to the customer with the savings report.

SCHEDULE 2-B**SAVINGS MEASUREMENT & CALCULATION FORMULAE;****METHODOLOGY TO ADJUST BASELINE****Schedule 2-B-1. Savings Measurement (IPMVP Option B):**

(a) International Performance Measurement and Verification Protocol Option B verification techniques measure savings at a system level where key performance factors including load and hours of use are directly measured.

(b) Quantities and locations of measurements will be determined utilizing the IPMVP Guidelines for Fully Measured Retrofit Isolation. Sample sizes shall meet a confidence of at least 80% and a precision of 20%.

(1) Police Department HVAC Redesign and Replacement ECM: The energy savings for this ECM is stipulated. The key performance indicator of installing the HVAC system size per the construction permit set will be validated. No further tracking or monitoring of this savings shall take place

Schedule 2-B-2. Determination of Dollars Saved.

(a) Total Annual \$ Savings = \sum (Energy/Demand Savings x Contractual Energy/Demand Rates)

Where:

Contractual Energy Rates = Utility rates defined in Table 1 - Utility Rates used for determining Actual Energy Savings.

Schedule 2-B-3. Causes for Adjustment to the Baseline.

(a) Implicit in this measurement option is the necessity of identifying and accounting for the effects of changes to the facilities and conditions during the measurement period that are beyond the scope of the measures installed. During the measurement and verification period, all variables must have their energy impact accounted for if the true savings from the energy conservation measure is to be assessed. Following is a partial list of changes that will lead to adjusting the Baseline Energy Consumption:

- (1) building additions
- (2) changes in operating hours
- (3) remodeling projects
- (4) changes in usage patterns
- (5) equipment replacements

(b) In the event that any change is made to the Customer's Premises that will impact energy consumption, Customer shall notify WES in writing of such change within 30 days. WES will utilize existing building models used to calculate Baseline Energy Consumption to update that Baseline Energy Consumption and determine the impact that any such change will have on Actual Energy Savings and present Customer a written analysis of the effects of the changes. Changes that are long-term or permanent will be reflected in a change to the Baseline Energy Consumption. Temporary changes that affect energy use will be calculated and added to the corresponding month(s) Actual Energy Savings.



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(c) Any changes made by WES to the Baseline Energy Consumption or saving calculations shall be presented to Customer for approval. Customer shall have 30 days to protest recommended modifications in writing, after which time change will be considered accepted. If Customer protests any recommended modifications, Customer and WES will work together to establish mutually acceptable modifications based on accurate building models showing the impact of changes to facilities.

(d) Weather normalization will be employed to ensure that the impact of actual weather conditions is eliminated from the Energy Savings Guarantee calculations. Normalization shall not be utilized to the benefit of either Customer or WES, but shall be used solely for the purpose of accurately accounting for the impact on Actual Energy Savings of the Scope of Work implemented in conjunction with this Contract.

(e) Other Adjustments:

Additional adjustments to the base year may be made to compensate for Material Changes defined in (a). The total adjustment for any given period will be determined with this equation:

$$M_i = Adj_1 + Adj_2 + \dots Adj_n$$

Where:

Adj_1 , Adj_2 and Adj_n are all of the adjustments determined to be necessary for the guarantee period. The sign of the adjustment will be positive when the change will cause an increase in energy and the sign of the adjustment will be negative when the change will cause a decrease in energy. WES will provide an explanation of the derivation of these adjustments to Customer.

Schedule 2-B-4. Adjustments Methodology for Material Changes.

(a) For Adjustments necessitated by Material Changes, the following procedure shall be followed:

(1) Customer will notify WES of planned changes in building use or function.

(2) WES and Customer will review the changes planned and determine if these changes are likely to cause a change in energy use that would exceed the threshold limits defined in Exhibit 2-4. If the expected changes are less than the threshold, the effect will be ignored, and no adjustment will be used.

(3) If the changes are expected to raise or lower energy consumption more than the threshold limits defined in Exhibit 2-4, the building will be sub-metered by Customer for both pre- and post-use change periods until the effect on energy has been determined.

(A) For changes to existing buildings that are metered, a linear regression will be performed to correlate heating- and cooling-degree days to the pre-change period's energy usage for the building, similar to the procedure performed to adjust the base year for weather. The post-change heating- and cooling-degree days will then be applied to the pre-change regression equation to determine what the post-change period's use would have been if no change had occurred. The difference between this use and the period's actual use will be, whether positive or negative, used as the adjustment, shown as term " M " in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(B) If the entire effect of the change is independently sub-metered, such as the addition of a building on an existing utility service, the sub-metered energy use for that building for each guarantee period will be used to determine the baseline adjustment, shown

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as term “ M ” in the equations in the Measurement and Adjustments Methodology section in this Schedule.

(C) If the method for determining adjustment described in the previous paragraph is agreed to be not appropriate or too complex for a specific adjustment by the Customer and WES, Customer and WES will develop a separate measurement and verification (M&V) plan to track the effect of the building change.

(4) If the changes occur at a time when the impact would affect a fraction of that year’s energy use for an existing building or system, the procedure described in the previous section will be performed separately for the year in which the change occurred and the subsequent year to accurately account for the effect of the change in both years. The subsequent year’s adjustment will then be used for all future years.

RESOLUTION NO. 8195

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING REQUIRED FINDINGS AND AUTHORIZING THE
CITY TO ENTER INTO AN ENERGY SERVICES CONTRACT WITH WILLDAN
ENERGY SOLUTIONS**

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

WHEREAS, California Government Code Section 4217.10 to 4217.18 authorizes the City Council of the City of San Fernando (the "City") to enter into an energy services contract for the implementation of energy related improvements in public buildings or City-owned property if the City Council finds that it is in the best interest of the City to enter into such energy service contract energy service contract and that the anticipated cost to the City for thermal energy, electrical energy or conservation services provided by the energy conservation facilities under the contract will be less than the anticipated marginal cost to the City of the thermal, electrical, or other energy that would have been consumed by the City in absence of those purchases; and

WHEREAS, the City desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, a set of energy services agreements and related documents have been presented to the City Council (collectively, the "Energy Services Contract") to be executed by and between the City and Willdan Energy Solutions, as further described in the Agenda Report and its attachments (the "Report"), dated November 21, 2022, attached hereto as Exhibit "A"; and

WHEREAS, as described in the Report, the implementation of certain energy measures whose cost to the City such for thermal or electrical energy or conservation services provided under the Energy Services Contract, will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of the implementation of the improvements under the Contract; and

WHEREAS, a duly noticed public hearing, as required by California Government Code Section 4217.12, was held on November 21, 2022, when the facts were presented, comments considered, and findings made, that the implementation of certain energy measures whose cost to the City such for thermal or electrical energy or conservation services provided under the Contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of the implementation of the improvements under the Contract; and

WHEREAS, the City Council desires to enter into the Energy Services Contract substantially in the form presented at this meeting, subject to such changes, insertions, or omissions as the

City Manager in consultation with the City Attorney reasonably deems necessary following the City Council's adoption of this Resolution.

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

SECTION 1. This City Council finds that all the foregoing recitals are true and correct.

SECTION 2. This City Council hereby declares its intention to enter into the proposed Energy Services Contract with Willdan Energy Solutions for energy conservation services for the City facilities as defined by the terms of the Contract.

SECTION 3. In accordance with Government Code section 4217.12, as based on the data and analysis provided in the Report and as part of the public hearing held on November 21, 2022, this City Council finds that the anticipated cost to the City for energy conservation services provided by the measures to be implemented and equipment to be installed under the Energy Services Contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in absent of the implementation of the improvements under the Energy Services Contract.

SECTION 4. This City Council hereby authorizes the City Manager in consultation with the City Attorney to further negotiate and execute the Energy Services Contract and related documents with Willdan Energy Solutions to facilitate and implement the energy related improvements to the designated City facilities in accordance with and as set forth in the attached Report and the Energy Services Contract.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the City Council and 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 21st day of November, 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. 8195 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 21st day of November, 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 November, 2022.

Julia Fritz, City Clerk

HVAC, Solar & Storage Project Cashflow - Tax Exempt Lease Purchase									
Year	Non-PV Energy Savings	PV + BESS Energy Savings	Total Energy Savings	Deferred Maintenance Savings	Estimated Incentives (SGIP)	Estimated Incentives (30% ITC Direct Pay)	Total Savings	Total RePayment	Net Savings
FY 2023	\$ 4,423	\$ 66,296	\$ 70,719	\$ 355,000	\$ 210,222		\$ 635,941	\$ 358,597	\$ 277,344
FY 2024	\$ 4,600	\$ 67,281	\$ 71,881	\$ 369,200	\$ 42,044	\$ 804,021	\$ 1,287,146	\$ 358,731	\$ 928,415
FY 2025	\$ 4,784	\$ 68,238	\$ 73,022	\$ 383,968	\$ 42,044		\$ 499,034	\$ 358,870	\$ 140,164
FY 2026	\$ 4,975	\$ 69,164	\$ 74,139	\$ 399,327	\$ 42,044		\$ 515,511	\$ 359,014	\$ 156,496
FY 2027	\$ 5,174	\$ 70,055	\$ 75,230	\$ 415,300	\$ 42,044		\$ 532,574	\$ 359,165	\$ 173,409
FY 2028	\$ 5,381	\$ 70,907	\$ 76,288	\$ 431,912	\$ 42,044		\$ 550,244	\$ 359,321	\$ 190,923
FY 2029	\$ 5,597	\$ 71,715	\$ 77,311	\$ 449,188			\$ 526,499	\$ 359,484	\$ 167,016
FY 2030	\$ 5,820	\$ 72,474	\$ 78,294	\$ 467,156			\$ 545,450	\$ 359,653	\$ 185,797
FY 2031	\$ 6,053	\$ 73,179	\$ 79,232	\$ 485,842			\$ 565,074	\$ 359,828	\$ 205,245
FY 2032	\$ 6,295	\$ 73,824	\$ 80,119	\$ 505,276			\$ 585,395	\$ 360,011	\$ 225,384
FY 2033	\$ 6,547	\$ 74,404	\$ 80,951				\$ 80,951	\$ 360,201	\$ (279,250)
FY 2034	\$ 6,809	\$ 74,912	\$ 81,721				\$ 81,721	\$ 360,399	\$ (278,678)
FY 2035	\$ 7,081	\$ 75,342	\$ 82,423				\$ 82,423	\$ 360,605	\$ (278,182)
FY 2036	\$ 7,365	\$ 75,686	\$ 83,051				\$ 83,051	\$ 360,819	\$ (277,768)
FY 2037	\$ 7,659	\$ 75,937	\$ 83,596				\$ 83,596	\$ 361,041	\$ (277,445)
FY 2038	\$ 7,966	\$ 42,098	\$ 50,063				\$ 50,063	\$ 361,272	\$ (311,209)
FY 2039	\$ 8,284	\$ 43,384	\$ 51,668				\$ 51,668	\$ 361,513	\$ (309,845)
FY 2040	\$ 8,616	\$ 44,705	\$ 53,321				\$ 53,321	\$ 361,763	\$ (308,443)
FY 2041	\$ 8,960	\$ 46,063	\$ 55,023				\$ 55,023	\$ 362,024	\$ (307,000)
FY 2042	\$ 9,319	\$ 47,458	\$ 56,776				\$ 56,776	\$ 362,294	\$ (305,518)
FY 2043	\$ 9,691	\$ 48,890	\$ 58,582				\$ 58,582		\$ 58,582
FY 2044	\$ 10,079	\$ 50,362	\$ 60,441				\$ 60,441		\$ 60,441
FY 2045	\$ 10,482	\$ 51,873	\$ 62,355				\$ 62,355		\$ 62,355
FY 2046	\$ 10,901	\$ 53,424	\$ 64,325				\$ 64,325		\$ 64,325
FY 2047	\$ 11,337	\$ 55,016	\$ 66,354				\$ 66,354		\$ 66,354
Total	\$184,200	\$1,562,685	\$1,746,885	\$ 4,262,168	\$420,444	\$ 804,021	\$ 7,233,518	\$ 7,204,606	\$ 28,912
Financing Assumptions									
Total Project Cost									\$5,645,679
General Funds Contribution									\$1,203,333
SGIP Incentive									\$420,444
Total Financed with TELP									\$4,442,346
Financing Term									20 Years
Financing Interest Rate									4.96%
Energy Escalation Rates									4.0%
Solar PV Degradation Rates									0.5%
O&M Escalation Rate									4.0%

HVAC Only Project Cashflow - Tax Exempt Lease Purchase					
Year	Total Energy Savings	Deferred Maintenance Savings	Total Savings	Total RePayment	Net Savings
FY 2023	\$ 4,423	\$ 315,000	\$ 319,423	\$ 195,517	\$ 123,906
FY 2024	\$ 4,600	\$ 327,600	\$ 332,200	\$ 195,517	\$ 136,683
FY 2025	\$ 4,784	\$ 340,704	\$ 345,488	\$ 195,517	\$ 149,971
FY 2026	\$ 4,975	\$ 354,332	\$ 359,307	\$ 195,517	\$ 163,791
FY 2027	\$ 5,174	\$ 368,505	\$ 373,680	\$ 195,517	\$ 178,163
FY 2028	\$ 5,381	\$ 383,246	\$ 388,627	\$ 195,517	\$ 193,110
FY 2029	\$ 5,597	\$ 398,575	\$ 404,172	\$ 195,517	\$ 208,655
FY 2030	\$ 5,820	\$ 414,519	\$ 420,339	\$ 195,517	\$ 224,822
FY 2031	\$ 6,053	\$ 431,099	\$ 437,152	\$ 195,517	\$ 241,636
FY 2032	\$ 6,295	\$ 448,343	\$ 454,639	\$ 195,517	\$ 259,122
FY 2033	\$ 6,547		\$ 6,547	\$ 195,517	\$ (188,970)
FY 2034	\$ 6,809		\$ 6,809	\$ 195,517	\$ (188,708)
FY 2035	\$ 7,081		\$ 7,081	\$ 195,517	\$ (188,435)
FY 2036	\$ 7,365		\$ 7,365	\$ 195,517	\$ (188,152)
FY 2037	\$ 7,659		\$ 7,659	\$ 195,517	\$ (187,857)
FY 2038	\$ 7,966		\$ 7,966	\$ 195,517	\$ (187,551)
FY 2039	\$ 8,284		\$ 8,284	\$ 195,517	\$ (187,232)
FY 2040	\$ 8,616		\$ 8,616	\$ 195,517	\$ (186,901)
FY 2041	\$ 8,960		\$ 8,960	\$ 195,517	\$ (186,556)
FY 2042	\$ 9,319		\$ 9,319	\$ 195,517	\$ (186,198)
FY 2043	\$ 9,691		\$ 9,691		\$ 9,691
FY 2044	\$ 10,079		\$ 10,079		\$ 10,079
FY 2045	\$ 10,482		\$ 10,482		\$ 10,482
FY 2046	\$ 10,901		\$ 10,901		\$ 10,901
FY 2047	\$ 11,337		\$ 11,337		\$ 11,337
Total	\$184,200	\$ 3,781,924	\$ 3,966,124	\$ 3,910,333	\$ 55,790
Financing Assumptions					
Total Project Cost					\$3,449,941
General Funds Contribution					\$1,005,086
SGIP Incentive					\$0
Total Financed with TELP					\$2,444,855
Financing Term					20 Years
Financing Interest Rate					4.96%
Energy Escalation Rates					4.0%
Solar PV Degradation Rates					0.5%
O&M Escalation Rate					4.0%

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

Date: November 21, 2022

Subject: Update and Discussion from the 100-Year Anniversary of Women's Right to Vote Ad Hoc Committee Related a Mural Commemorating the 100th Anniversary of Women Gaining the Right to Vote

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update from the 100-Year Anniversary of Women's Right to Vote Ad Hoc;
- b. Provide input regarding the proposed process for developing a commemorative mural on City-owned property; and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. On February 18, 2020, Councilmember Ballin requested an agenda item to discuss proposals to celebrate the 100-year anniversary of women gaining the right to vote through the 19th Amendment to the United States Constitution. City Council appointed Councilmembers Ballin and Mendoza to serve on the Ad Hoc Committee.
2. On October 5, 2020, the City Council approved allocating \$11,000 in Independent Cities Finance Authority (ICFA) Community Outreach Program Funds toward a mural on City-owned property to commemorate the 100-year anniversary of women's right to vote.
3. On October 14, 2022, the Ad Hoc Committee and City staff met with local artist and muralist Lalo Garcia to receive information regarding possible locations and processes for securing an artist to create a mural.
4. On November 10, 2022, the Ad Hoc Committee and City staff visited Santa Rosa de Lima Church to view murals in different mediums, particularly paint, mosaic, and painted/enameled tile.

Update and Discussion from the 100-Year Anniversary of Women's Right to Vote Ad Hoc Committee Related a Mural Commemorating the 100th Anniversary of Women Gaining the Right to Vote

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ANALYSIS:

The 100-year Anniversary of Women's Right to Vote Ad Hoc Committee was formed to develop recommendations for commemorating the women's suffrage movement that culminated in the passage of the 19th Amendment to the United States Constitution. The San Fernando City Council expressed its support for honoring this momentous event in the history of the United States by creating an Ad Hoc Committee to develop recommendations for commemorating the 100-year anniversary of this event in 2020. The City Council further solidified support by approving a budget allocation of \$11,000 to create a commemorative mural on City-owned property.

Ad Hoc Committee Recommendation.

After a number of meetings and various information gathering efforts, the Ad Hoc Committee is providing the following recommendations:

1. Location: It is recommended that a public mural be located in a highly visible space that also has a connection to the subject matter of the mural. Therefore, the Ad Hoc Committee recommends a commemorative mural be placed on the west side of City Hall, which is the outside wall of the City Council Chambers (Attachment "A"). That location is visible from Maclay Ave., First St., the San Fernando Police Station, the Civic Center Parking Lot, and by Metrolink riders. There is also a connection to the subject matter as the Council Chambers is where the City Council, which currently includes four (4) women, vote on all City policy matters.
2. Process for Artist Selection: The City Council has flexibility in setting a process for selecting an artist to create the proposed mural. Any number of processes can be used, including, but not limited to, an open call for concepts (longest process), inviting a small number of vetted artists to provide a concept, or directly selecting an artist that Council feels is best suited to create the mural (shortest process). The Ad Hoc recommends directly selecting an artist that City Council feels is best suited to create the mural in order to move forward expeditiously.
3. Mural Development: Once an artist is selected, it will take a few months for the artist to develop a concept for the commemorative mural. The Ad Hoc recommends that City Council provide general direction related to elements of a commemorative mural then create a new Ad Hoc Committee to work with the artist to develop a concept, which would then be presented to City Council for additional feedback and final approval.

Next Steps.

Discuss the Ad Hoc Committee recommendations and provide direction to staff.

**Update and Discussion from the 100-Year Anniversary of Women's Right to Vote Ad Hoc Committee
Related a Mural Commemorating the 100th Anniversary of Women Gaining the Right to Vote**

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BUDGET IMPACT:

The City Council allocated \$11,000 in ICFA Community Outreach Funds. An additional \$7,500 in ICFA Community Outreach Funds is available to allocate toward this project if City Council so desires.

CONCLUSION:

Staff recommends that City Council receive an update from the 100-Year Anniversary of Women's Right to Vote Ad Hoc Committee, provide input regarding the Ad Hoc Committee's recommendations, and provide direction to staff related to the next steps.

ATTACHMENTS:

- A. Photos of Possible Mural Location
- B. Photos of Sample Painted Tile Mural

ATTACHMENT "A"



ATTACHMENT "B"



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AGENDA REPORT

To: Mayor Mary Mendoza and City Councilmembers

From: Councilmember Sylvia Ballin

Date: November 21, 2022

Subject: Consideration and Discussion Regarding Allocation and Distribution of Independent Cities Finance Authority's Community Outreach Program Funds for Fiscal Year 2022-2023 Towards the 100-year Women's Right to Vote Anniversary Commemorative Mural

RECOMMENDATION:

I have placed this on the agenda for discussion (Attachment "A") to recommend the City Council allocate the Fiscal Year 2022-2023 Independent Cities Finance Authority (ICFA) grant funds of \$7,500 in the following manner:

- a. Allocate and distribute ICFA funds to a 100-Year Anniversary of Women's Right to Vote Commemorative Mural (\$7,500);
- b. Transfer any unused funds to the Mural Program Ad Hoc for use on potential future murals; and
- c. Adopt Resolution No. 8196 (Attachment "B") appropriating the funds in the Fiscal Year (FY) 2022-2023 Adopted Budget.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the November 21, 2022 City Council Meeting.

BUDGET IMPACT:

There is currently \$11,000 allocated toward a 100-Year Anniversary of Women's Right to Vote Commemorative Mural from prior year ICFA funds. ICFA funds are allocated and tracked in the Community Investment Fund (Fund 053). Subsequent to City Council approval of funding allocations, staff will send a request to ICFA to draw down funds.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
- B. Resolution No. 8196

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

Sylvia Ballin

TITLE

Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Consideration and Discussion Regarding Allocation and Distribution of Independent Cities Finance Authority's Community Outreach Program Funds towards the Woman's Right to Vote 100-year Anniversary Commemorative Mural

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 \$ 7,500

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

The Independent Cities Finance Authority (ICFA) provides an annual Fiscal Year (FY) allocation of \$7,500 to eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings). Through the ICFA's Community Outreach Program, eligible Board Members may contribute all, or part, of their annual allocation to one or more community programs. As Board Member (i.e., City liaison appointed to the ICFA), I have made recommendations to City Council regarding the use of these monies for specific purposes, including funding for Education Commission scholarships, veterans banner program, and the Woman's Right to Vote 100-year Anniversary Commemorative Mural.

Funding will be provided by ICFA and funds will be distributed based on Council direction.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

I am recommending that the FY 2021-2022 ICFA grant of \$7,500 be allocated in the following manner:

- a. Women's Right to Vote 100-year Anniversary Commemorative Mural: \$7,500; and
- b. Any funds left over from all the money allocated to the Woman's Suffrage Mural be transferred to our current Mural Ad Hoc.

RESOLUTION NO. 8196

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022**

WHEREAS, the City of 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, the Independent Cities Finance Authority (ICFA) provides an annual Fiscal Year allocation of \$7,500 to eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings); and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office.

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:

100-YEAR ANNIVERSARY OF WOMEN'S RIGHT TO VOTE COMMEMORATIVE MURAL PROGRAM

Increase in Revenues	
053-3607-1307	\$7,500

Increase in Expenditures	
053-420-1307-4300	\$7,500

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 21st day of November, 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. 8196 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 21s day of November 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 November 2022.

Julia Fritz, City Clerk