



MAYOR/CHAIR CELESTE T. RODRIGUEZ  
VICE MAYOR/VICE CHAIR MARY MENDOZA  
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ  
COUNCILMEMBER/BOARDMEMBER JOEL FAJARDO  
COUNCILMEMBER/BOARDMEMBER MARY SOLORIO

## CITY OF SAN FERNANDO

### CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, FEBRUARY 6, 2023 - 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](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. 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**

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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.

#### **PRESENTATION**

- A. PRESENTATION OF CERTIFICATES OF APPRECIATION TO THE VOLUNTEERS FOR THE 2023 GREATER LOS ANGELES HOMELESS POINT-IN-TIME COUNT IN SAN FERNANDO ON JANUARY 24, 2023

#### **DECORUM AND ORDER**

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



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#### **PUBLIC STATEMENTS**

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Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council 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. November 1, 2021 – Regular

##### **2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 23-021 approving the Warrant Register.

##### **3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF FEBRUARY 11, 2023 TO FEBRUARY 28, 2023, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361**

Recommend that the City Council adopt Resolution No. 8208 re-authorizing remote teleconference meetings for the period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.

##### **4) CONSIDERATION TO APPROVE AN INCREASE TO COMPRESSED NATURAL GAS RETAIL FUEL**

Recommend that the City Council approve an increase to the City's per gallon equivalent Compressed Natural Gas PGE retail fuel rate to \$6.52.

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**5) CONSIDERATION TO APPROVE CONSENT AND DISCLAIMER AGREEMENTS TO AUTHORIZE THE INSTALLATION OF A SOLAR ENERGY GENERATION AND ENERGY STORAGE SYSTEM AT THE CITY-OWNED PROPERTY LOCATED AT 732 MOTT STREET**

Recommend that the City Council:

- a. Approve a Consent Agreement (Contract No. 2133) and Disclaimer Agreement (Contract No. 2133(a)) by and among the City of San Fernando, San Fernando Community Hospital, dba San Fernando Community Health Center, and Collective Energy Development, LLC, for installation and operation of a solar energy generation and storage system at the City-owned Property located at 732 Mott Street; and
- b. Authorize the City Manager to execute all related documents.

**6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS TO THE NATIONAL ENDOWMENT FOR THE ARTS AND THE CALIFORNIA ARTS COUNCIL TO SUPPORT THE MARIACHI MASTER APPRENTICE PROGRAM**

Recommend that the City Council:

- a. Authorize the preparation and submittal of a grant application to the National Endowment for the Arts for \$57,000 to support the Mariachi Master Apprentice Program;
- b. Authorize the preparation and submittal of a grant application to the California Arts Council for \$40,000 (two year grant) to support the Mariachi Master Apprentice Program;
- c. Authorize the City Manager to accept the grants, if awarded;
- d. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- e. Upon full execution of all grant-related documents, authorize the City Manager to amend the appropriate Fiscal Year 2022-2023, 2023-2024, and 2024-2025 revenue and expenditure budgets to appropriate the grant funds.

**7) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH RON'S MAINTENANCE INCORPORATED FOR CATCH BASIN CLEANOUT SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Contract (Contract No. 2136) with Ron's Maintenance Incorporated for an annual cost of \$34,384 for the cleaning of the City's catch basins for a five year term, with a City option to renew for two additional years;
- b. Approve a ten percent contingency of \$3,438 to cover additional cleanings requested by the City; and

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- c. Authorize the City Manager to execute the contract and any related documents.

#### **8) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH EDGESOFT INCORPORATED**

Recommend that the City Council:

- a. Approve a Professional Service Agreement with Edgesoft Incorporated (Contract No. 2137) for Public Works, Online Permit Counter Implementation in an amount not-to-exceed \$27,500;
- b. Authorize the City Manager to execute the Agreement and make any non-substantive changes.

#### **9) CONSIDERATION TO APPROVE THE PURCHASE OF ONE LONG DEPLOYMENT SURVEILLANCE TRAILER WITH AUTOMATED LICENSE PLATE RECOGNITION AND VIDEO CAPABILITY FROM INDUSTRIAL VIDEO & CONTROL**

Recommend that the City Council:

- a. Accept the lowest responsible and responsive bid in the amount of \$72,329 from Industrial Video & Control;
- b. Utilize funds appropriated in Resolution No. 8064 to pay for the purchase of the Long Deployment Surveillance Trailer from IVC; and
- c. Authorize the City Manager to execute a Purchase Order with IVC in the amount not to exceed \$72,329.

#### **10) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST, A SAFEbuilt COMPANY, FOR ADDITIONAL ON-CALL PLANNING AND DESIGN REVIEW SERVICES AND RELATED BUDGET TRANSFER TO FUND THE AGREEMENT**

Recommend that the City Council:

- a. Approve a Second Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company (Contract No. 2069(b)), for on-call planning and design review services to increase the not-to-exceed amount to \$225,000 and extend the contract through December 31, 2023;
- b. Adopt Resolution No. 8210 authorizing a budget transfer of \$84,315 from salary savings due to vacant positions to fund the on-call planning and design review professional services agreement; and
- c. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

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### **PUBLIC HEARINGS**

- 11) A PUBLIC HEARING TO CONSIDER AMENDING DIVISION 6 (PURCHASING) OF ARTICLE IV (FINANCE) OF CHAPTER 2 (ADMINISTRATION) OF THE SAN FERNANDO CITY CODE RELATING TO THE PROCEDURES FOR PURCHASING AND CONTRACTING  
(THIS ITEM HAS BEEN CONTINUED TO A DATE UNCERTAIN)**
- 12) A PUBLIC HEARING TO CONSIDER FINANCING FUNDING OPTIONS FOR AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR TURNKEY DESIGN, ENGINEERING, AND CONSTRUCTION SERVICES FOR SOLAR, HEATING, VENTILATION, AND AIR CONDITIONING AT CITY FACILITIES**

Recommend that the City Council:

- a. Conduct a Public Hearing and pending public testimony, provide direction on the financing terms with Hannon Armstrong Capital, LLC for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services and to approve either Option No. 1 or Option No. 2:

**Option No. 1:** *(Full Financing):* Finance the unfunded balance of approximately \$2,500,000 for the Police Department Heating, Ventilation, and Air Conditioning (HVAC) project.

- b. Adopt Resolution No. 8211 approving required findings and authorizing the City Council to approve the financing terms with Hannon Armstrong Capital, LLC, for an Energy Saving Performance Contract with Willdan Energy Solutions; and authorize the City Manager to execute all related documents.

**OR –**

**Option No. 2:** *(No Financing):* Appropriate \$2,500,000 from General Fund Reserves toward the Police Department HVAC project.

- c. Adopt Resolution No. 8212 authorizing a budget increase of \$2,500,000 to the Fiscal Year 2022-2023 Budget using General Fund Reserves to fund the Energy Saving Performance Contract with Willdan Energy Solutions; and authorize the City Manager to execute all related documents.

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### **ADMINISTRATIVE REPORTS**

#### **13) CONSIDERATION TO ACCEPT A METRO OPEN STREETS GRANT AND APPROVE CIRCULATION OF A NOTICE INVITING BIDS FOR THE NORTHEAST VALLEY COMMUNITY STREET FESTIVAL**

Recommend that the City Council:

- a. Accept the Metro Open Street Grant Cycle Four ID #CYC2102 in the amount of \$500,000 to implement the Northeast Valley Community Street Festival;
- b. Approve a Notice Inviting Bids soliciting consulting services for the Management and Implementation of the Northeast Valley Community Street Festival;
- c. Adopt Resolution No. 8209 to increase the Operating Grants (Fund 110) revenues and expenditures by \$500,000 for Fiscal Year 2022-2023; and
- d. Authorize the City Manager to make non-substantive changes and execute all related grant documents.

#### **14) SECOND READING FOR ADOPTION OF ORDINANCE NO. 1714 AMENDING SAN FERNANDO MUNICIPAL CODE TO ADD CHAPTER 78, ARTICLE II, DIVISION 6 “URBAN LOT SPLIT” AND TO ADD CHAPTER 106, ARTICLE III, DIVISION 2, SECTION 359 “TWO-UNIT URBAN RESIDENTIAL DEVELOPMENT” TO ESTABLISH REGULATIONS AND STANDARDS FOR URBAN LOT SPLITS AND TWO-UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN SINGLE-FAMILY RESIDENTIAL (R-1) ZONE, PURSUANT TO SENATE BILL 9**

Recommend that the City Council conduct a second reading, in title only, of Ordinance No. 1714 titled, “An Ordinance of the City Council of the City of San Fernando, California, repealing interim urgency ordinance U-1707 and approval of amendments to the San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Section 359 of Chapter 106, Article III, Division 2 “two-unit urban residential development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone pursuant to Senate Bill 9.”

### **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

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### **GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

**ADJOURNMENT** The meeting will adjourn to its next regular meeting.

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

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Julia Fritz, CMC

City Clerk

Signed and Posted: February 2, 2023 (5:45 p.m.)

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

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

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

**NOVEMBER 1, 2021 – 6:00 P.M.  
REGULAR MEETING**

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

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:01 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza and Councilmember Hector A. Pacheco (arrived at 6:13 p.m.) and Celeste Rodriguez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, Interim Director of Finance Sonia Garcia and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

City Clerk Fritz requested Agenda Item 1b be pulled and returned at a later date.

Motion by Vice Mayor Mendoza, seconded by Councilmember Rodriguez to approve the agenda, as amended. By consensus, the motion carried with Councilmember Pacheco and Montañez absent.

**PRESENTATIONS**

A. A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF NOVEMBER 7 – 13, 2021 AS NATIONAL NURSE PRACTITIONER WEEK

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – November 1, 2021**

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- B. A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF NOVEMBER AS NATIONAL VETERANS AND MILITARY FAMILIES MONTH
- C. A PRESENTATION ON THE “TEENS FOR A BETTER COMMUNITY YOUTH LEADERSHIP PROGRAM” CANNED GOODS DRIVE

**PUBLIC STATEMENTS**

Liana Stepanyan San Fernando Library Manager announced COVID-19 vaccines; computer laptop rentals and free internet hotspot are to be offered tomorrow at the library.

Danielle Leidner-Peretz submitted a public comment regarding smoke-free multi-unit housing ordinance and suggested to phase-in changes to allow for rental housing to make necessary modifications.

Sheila LyonHall submitted a public comment urging the City Council to approve the smoke-free multi-unit ordinance to protect children from second hand smoke.

Eddie Martinez, OUT Against Tobacco Coalition Chair, submitted a public comment to encourage City Council to support smoke-free multi-unit housing.

Julissa Hernandez, Field Representative from the Office of Assemblymember Luz Rivas, provided updates regarding facilitating conversation with EDD, DMV, and CalTrans; and announced a vaccination pop-up site will be held in North Hollywood on Saturday from 9 am to 12pm.

Mayor Ballin reopened Public Statements at 8:04 pm.

Michael Madison spoke about the smoke-free multi-unit housing and as a landlord the concerns on landlords being fined with tenants in non-compliance of the ordinance.

Victoria Garcia spoke about the smoke-free multi-unit housing and sending advance notice of compliance to the landlords.

**CONSENT CALENDAR**

City Clerk Fritz requested Agenda Item No. 1b be pulled and returned at a later date.

Councilmember Rodriguez requested to pull Agenda Item No. 3 for discussion. Vice Mayor Mendoza requested to pull Agenda Item No. 5 for discussion.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:
  - a. AUGUST 18, 2014 - SPECIAL MEETING
  - c. JUNE 1, 2020 - REGULAR MEETING
  - d. SEPTEMBER 7, 2021 – REGULAR MEETING
  - e. SEPTEMBER 20, 2021 – REGULAR MEETING
  - f. OCTOBER 18, 2021 - SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) SECOND READING AND ADOPTION OF ORDINANCE NO. 1703 ADDING ARTICLE IX (ORGANIC WASTE DISPOSAL REDUCTION SENATE BILL 1383) TO CHAPTER 70 OF THE SAN FERNANDO MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
- 4) CONSIDERATION TO AUTHORIZE AN ADDENDUM TO A PURCHASE ORDER WITH ENVIROGEN TECHNOLOGIES, INC. FOR AN ION EXCHANGE NITRATE REMOVAL TREATMENT SYSTEM AT THE CITY'S GROUNDWATER WELL NO. 3 AND PREPARATION OF TECHNICAL AND OPERATION REPORTS
- 5) RECEIVE AND FILE AN UPDATE REGARDING COVID-19 RESPONSE EFFORTS

The motion carried with Councilmember Montañez absent.

**PUBLIC HEARING**

- 6) A PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE APPROVING GENERAL PLAN AMENDMENT 2018-001 AND ZONE CHANGE 2018-001 AND THE CONDITIONS OF APPROVAL IN ORDER TO CHANGE THE CURRENT R-1 (SINGLE FAMILY RESIDENTIAL) ZONE TO M-1 (LIMITED INDUSTRIAL) ZONE AT 649 – 655 FOURTH STREET, SAN FERNANDO, CA 91340 (LOS ANGELES COUNTY ASSESSOR'S IDENTIFICATION NO: 2519-021-014 & 2519-021-015)

Mayor Ballin opened the public hearing.

Acting Senior Planner Gerardo Marquez presented the staff report and responded to Councilmember questions.

Mayor Ballin opened public comment.

Stephen J. Klenk submitted a public comment regarding the drawings and expressed continued support for the proposed project.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

**MINUTES – November 1, 2021**

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Mayor Ballin closed the public hearing. Motion by Councilmember Rodriguez, seconded by Vice Mayor Mendoza. The motion carried with Councilmember Montañez absent.

Motion by Mayor Ballin, seconded by Councilmember Rodriguez to introduce for first reading, in title only, and waive further reading of Ordinance No. 1704 “An Ordinance of the City Council of the City of San Fernando, California, approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval in order to change the current R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone for the development of a 12,300 sq. ft. industrial building located at 649 and 655 Fourth Street. The motion carried with Councilmember Montañez absent.

**ADMINISTRATIVE REPORTS**

7) CONSIDERATION AND DISCUSSION REGARDING A SMOKE-FREE MULTI-UNIT HOUSING ORDINANCE

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

City Council provided feedback to be incorporated into a draft ordinance and staff will return to Council at a later date.

It was noted the City Council recessed the meeting at 8:09 p.m. and returned at 8:19 p.m.

8) UPDATE REGARDING THE 2022 FOURTH OF JULY CELEBRATION EVENT

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

City Council recommended moving forward to consider two event options: Plan A: Include stage and no entertainment; Plan B: no stage include entertainment. Staff was directed to come back with updates as the project moves forward.

9) CONSIDERATION AND DISCUSSION REGARDING SUSTAINABLE SAN FERNANDO: A CALIFORNIA NATIVE TREES AND PLANTS POLICY DIRECTION

City Council provided feedback and recommended continued discussions regarding policy, tree palette, and maintenance matters be discussed with the Green City Ad Hoc committee and provide recommendations from the ad hoc to the City Council at a future meeting date uncertain.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Clerk Fritz had no updates to report.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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Police Chief Vairo announced the Special Olympics Torch Run event being held on Wednesday; and Tip-a-Cop event will be held at Heavenly Pancakes on November 16, 2021.

Acting Finance Director Garcia announced the Fiscal Year 2021-2022 Adopted Budget is available on the City website.

Director of Recreation and Community Services Venegas announced the Family Hike Program begins on November 6, 2021, and the Parks, Wellness, Recreation Commission will meet on November 9, 2021.

Acting Senior Planner Marquez announced the first draft of the Housing Element is available online and a study session with the Planning Commission will be held later this month.

**GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

Councilmember Rodriguez requested to promote upcoming City events on social media; commented on the need for adequate time would be provided to the City Council to review the Housing Element before it is due; and mentioned that the City of Los Angeles has opened a guaranteed income program and suggested staff research grant program opportunities through the City of Los Angeles and the County of Los Angeles.

Councilmember Pacheco requested to recognize November for Veterans and families and asked residents to participate in discussions regarding the Housing Element.

Vice Mayor Mendoza echoed sentiments honoring Veterans and their families; asked if TAC still had meetings to conduct; congratulated Mayor Ballin for being selected as San Fernando Valley's 200 Most Influential Leaders in 2021 for the San Fernando Valley Business Journal.

Mayor Ballin thanked all Veterans and expressed gratitude to the families.

**ADJOURNMENT (9:11 p.m.)**

Mayor Ballin adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 1, 2021, meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** February 6, 2023

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-021 (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. 23-021, including:  
Exhibit A: Payment Demands/Voucher List

**RESOLUTION NO. 23-021**

**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. 23-021**

**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 6<sup>th</sup> day of February 2023.

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Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-021, 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 6<sup>th</sup> day of February, 2023, 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 February, 2023.

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Julia Fritz, City Clerk

vchlist  
01/24/2023 4:49:33PMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229827	2/6/2023	894242 3G SIGNS	1130		MARKETING PRODUCTION FOR SPOR	
			1133	12789	001-424-0000-4260	164.25
				12789	MARKETING PRODUCTION FOR SPOR	
					110-420-3748-4260	367.92
					<b>Total :</b>	<b>532.17</b>
229828	2/6/2023	892287 99 CLEANERS	D52576		DRY CLEANING OF 32 TABLE CLOTHE	
					004-2380	100.00
					<b>Total :</b>	<b>100.00</b>
229829	2/6/2023	890104 ABBA TERMITE & PEST CONTROL	52432		BEE REMOVAL WTR MTR BOX-969 N M	
					070-383-0000-4260	115.00
					<b>Total :</b>	<b>115.00</b>
229830	2/6/2023	891587 ABLE MAILING INC.	37063		MAILING AND FULFILLMENT SERVICES	
				12682	072-360-0000-4300	103.91
				12682	070-382-0000-4300	103.91
			37064		WATER ENVELOPE STORAGE-DEC 202	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					<b>Total :</b>	<b>232.82</b>
229831	2/6/2023	888356 ADVANCED AUTO REPAIR	1604		VEH. MAINT., REPAIRS & MINOR BODY	
				12802	041-320-0390-4400	1,331.23
					<b>Total :</b>	<b>1,331.23</b>
229832	2/6/2023	892271 ALL STAR ELITE SPORTS	3264		SPORTS UNIFORMS & SHIRTS	
				12699	017-420-1328-4300	1,475.50
					<b>Total :</b>	<b>1,475.50</b>
229833	2/6/2023	892975 ALTA LANGUAGE SERVICES INC	IS629740		BILINGUAL LISTENING & SPEAKING TE	
					001-106-0000-4270	275.00
					<b>Total :</b>	<b>275.00</b>
229834	2/6/2023	894078 AMERICAN BUSINESS BANK	P10		5% RETENTION HELD-SF PARK INFILT	
					010-2037	34,337.25

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229834	2/6/2023	894078 894078 AMERICAN BUSINESS BANK	(Continued)		<b>Total :</b>	<b>34,337.25</b>
229835	2/6/2023	894078 AMERICAN BUSINESS BANK	003		5% RETENTION HELD-UPPER RESRV F	
					010-2037	2,050.00
					<b>Total :</b>	<b>2,050.00</b>
229836	2/6/2023	100188 ANDY GUMP INC.	INV995492		PORTABLE RESTROOM SERVICE FOR	
				12762	070-384-0000-4260	336.34
			INV995493		PORTABLE RESTROOM SERVICE FOR	
				12762	043-390-0000-4260	217.28
			INV995494		PORTABLE RESTROOM SERVICE FOR	
				12762	043-390-0000-4260	336.49
					<b>Total :</b>	<b>890.11</b>
229837	2/6/2023	893887 ANTHEM SPORTS	353214		SPORTS PROGRAM EQUIPMENT	
				12743	017-420-1330-4300	298.68
			358633		SPORTS PROGRAM EQUIPMENT	
				12743	017-420-1330-4300	863.54
					<b>Total :</b>	<b>1,162.22</b>
229838	2/6/2023	894045 ARROYO BACKGROUND	2939		INVESTIGATIVE SERVICES	
				12815	001-222-0000-4270	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
229839	2/6/2023	102530 AT & T	818-270-2203		PD NETWORK LINE	
					001-222-0000-4220	252.77
					<b>Total :</b>	<b>252.77</b>
229840	2/6/2023	889037 AT&T MOBILITY	287277903027X0108-23		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	101.19
					<b>Total :</b>	<b>101.19</b>
229841	2/6/2023	889942 ATHENS SERVICES	13630473		STREET SWEEPING SERVICES-JAN 20	
				12725	011-311-0000-4260	17,443.40
					<b>Total :</b>	<b>17,443.40</b>
229842	2/6/2023	100252 AUTODESK, INC.	9070823041		AUTOCAD SOFTWARE FOR ENGINEER	
				12827	001-135-0000-4260	4,417.50

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229842	2/6/2023	100252 100252 AUTODESK, INC.	(Continued)			Total : 4,417.50
229843	2/6/2023	893176 AUTOZONE STORE 5681	5681630423		VEHICLE MAINT-ME8615 074-320-0000-4400	148.28 Total : 148.28
229844	2/6/2023	893013 AYSON, LEILANI	JAN 2023	12692	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	210.00 Total : 210.00
229845	2/6/2023	892784 BARAJAS, MARIA BERENICE	JAN 2023	12683 12683	FITNESS CLASS INSTRUCTOR 017-420-1337-4260 026-420-0887-4260	720.00 120.00 Total : 840.00
229846	2/6/2023	892426 BEARCOM	5492973	12693	JAN'23-MAINTENANCE AGREEMENT F 001-135-0000-4260	12,557.13 Total : 12,557.13
229847	2/6/2023	891301 BERNARDEZ, RENATE Z.	660	12700	INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	150.00 Total : 150.00
229848	2/6/2023	892865 BLUE360 MEDIA LLC	IN2211173871 IN2211173925		CA. VEHICLE CODE HANDBOOK 2023 001-222-0000-4300 CA PENAL CODE HANDBOOK 2023 001-222-0000-4300	381.05 467.95 Total : 849.00
229849	2/6/2023	888800 BUSINESS CARD	010623-1 010623-2 011123 011623		DOCUMENT DELIVERY 001-222-0000-4260 DOCUMENT DELIVERY 001-222-0000-4260 MEMBERSHIP RENEWAL 001-222-0000-4380 LODGING-FIELD TRAINING 001-225-0000-4360	89.25 178.50 50.00 704.35

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229849	2/6/2023	888800 888800 BUSINESS CARD	(Continued)			Total : 1,022.10
229850	2/6/2023	891860 CARL WARREN & COMPANY	20196-20205		REIMB. TO ITF ACCT (LIABILITY CLAIM) 006-1037	15,198.80 Total : 15,198.80
229851	2/6/2023	887387 CCUG	FY 2023		2023 MEMBESHIP DUES 001-222-0000-4270	125.00 Total : 125.00
229852	2/6/2023	894010 CHARTER COMMUNICATIONS	010518122922 10328010523 222204122922 283057010523		REC PARK CABLE-12/29/22-01/28/23 001-420-0000-4260 CITY HALL CABLE-01/05/23-02/04/23 001-190-0000-4220 PW OPS CTR CABLE-12/29/22-01/28/23 043-390-0000-4260 LP CABLE-01/05/23-02/04/23 001-420-0000-4260	251.26 162.75 272.04 258.94 Total : 944.99
229853	2/6/2023	103818 CITY OF LOS ANGELES	20220699441		IX-UNIT SANITATION PERMIT FEE 070-381-0000-4450	528.25 Total : 528.25
229854	2/6/2023	100727 CITY OF LOS ANGELES TREASURER	UP230000350	12839	PERMITS - UPPER RESERVOIR REPLA 070-385-0716-4600	18,935.83 Total : 18,935.83
229855	2/6/2023	103029 CITY OF SAN FERNANDO	5061-5072		REIMB. TO WORKER'S COMP ACCT 006-1038	3,227.08 Total : 3,227.08
229856	2/6/2023	892480 CLEAN ENERGY	CEW12523104 CEW12523130 CEW12538657	12845 12845 12845	EMERGENCY & MAINT REPAIRS FOR T 074-320-0000-4260 EMERGENCY & MAINT REPAIRS FOR T 074-320-0000-4260 EMERGENCY & MAINT REPAIRS FOR T 074-320-0000-4260	256.00 590.22 304.00

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229856	2/6/2023	892480 CLEAN ENERGY	(Continued) CEW12557407	12845	EMERGENCY & MAINT REPAIRS FOR T 074-320-0000-4260	366.00
					<b>Total :</b>	<b>1,516.22</b>
229857	2/6/2023	893824 COMPLETE OFFICE	4013063-00		PLATES & CUPS 001-222-0000-4300	240.29
					<b>Total :</b>	<b>240.29</b>
229858	2/6/2023	894313 CONCIERGE AUTOWORKS INC	1003555		VEHICLE MAINT-PW2116 041-320-0311-4400	1,366.47
					<b>Total :</b>	<b>1,366.47</b>
229859	2/6/2023	100805 COOPER HARDWARE INC.	132712	12799	MISC. SUPPLIES FOR P.W. OPERATION 043-390-0000-4300	11.80
			132725	12799	MISC. SUPPLIES FOR P.W. OPERATION 070-384-0000-4310	17.08
			132734	12799	MISC. SUPPLIES FOR P.W. OPERATION 070-384-0000-4310	6.56
			132775	12799	MISC. SUPPLIES FOR P.W. OPERATION 070-384-0000-4310	140.01
					<b>Total :</b>	<b>175.45</b>
229860	2/6/2023	892687 CORE & MAIN LP	R644121	12755	WATER & FIRE SERVICE LINE MATERI/ 070-383-0000-4310	131.35
			R709245	12755	WATER & FIRE SERVICE LINE MATERI/ 070-383-0000-4310	1,004.76
			S114314	12755	WATER & FIRE SERVICE LINE MATERI/ 070-383-0000-4310	1,211.51
					<b>Total :</b>	<b>2,347.62</b>
229861	2/6/2023	894128 CRUX STUDIO ARCHITECTURE AND	2	12678	ON-CALL ARCHITECTURAL DESIGN RE 001-150-0000-4270	1,615.00
					<b>Total :</b>	<b>1,615.00</b>
229862	2/6/2023	891425 DIAZ, MARISOL	REIMB.-1		SUPPLIES FOR SR CLUB & SPECIAL E/ 001-424-0000-4300	123.90

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229862	2/6/2023	891425 DIAZ, MARISOL	(Continued)		004-2382	134.71
					001-420-0000-4390	83.50
					001-422-0000-4300	20.53
			REIMB.-2		SUPPLIES FOR SR CLUB EVENTS 004-2346	218.48
					001-420-0000-4300	75.00
					<b>Total :</b>	<b>656.12</b>
229863	2/6/2023	888951 DOMINGUEZ, WALTER	TRAVEL-6		PER DIEM-SUPERVISORY LEADERSHIP 001-225-0000-4360	135.00
			TRAVEL-7		PER DIEM-SUPERVISORY LEADERSHIP 001-225-0000-4360	135.00
					<b>Total :</b>	<b>270.00</b>
229864	2/6/2023	894297 ELEMENT ONTARIO	TRAVEL-6		LODGING-BASIC CANINE HANDLER'S C 001-225-0000-4360	546.94
					<b>Total :</b>	<b>546.94</b>
229865	2/6/2023	894082 ELIAS, LILIA LETICIA	021123		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00
					<b>Total :</b>	<b>208.00</b>
229866	2/6/2023	890401 ENVIROGEN TECHNOLOGIES INC	0013780-IN	12737	MAINT., REPAIR, PARTS, LABOR & EXT 070-384-0857-4260	7,814.52
					<b>Total :</b>	<b>7,814.52</b>
229867	2/6/2023	890377 F & F SIGNS	480	12764	MISC. CITY SIGNS, DECALS & CITY LO 041-320-0000-4300	318.27
					<b>Total :</b>	<b>318.27</b>
229868	2/6/2023	893800 FAJARDO, JOANNE	DEC 2022		SENIOR ZUMBA INSTRUCTOR 017-420-1322-4260	280.00
					<b>Total :</b>	<b>280.00</b>
229869	2/6/2023	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	581.67
			209-150-5250-081292		RADIO REPEATER	

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229869	2/6/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-151-4941-102990		001-222-0000-4220 POLICE PAGING	46.51
			209-151-4942-041191		001-222-0000-4220 CITY YARD AUTO DIALER	56.39
			209-151-4943-081292		070-384-0000-4220 RADIO REPEATER	60.72
			209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES	46.51
			818-361-0901-051499		001-420-0000-4220 SEWER FLOW MONITORING	136.02
			818-361-2472-031415		072-360-0000-4220 PW PHONE LINE	71.46
			818-361-3958-091407		070-384-0000-4220 CNG STATION	588.94
			818-831-5002-052096		074-320-0000-4220 PD SPECIAL ACTIVITIES PHONE	53.57
			818-837-7174-052096		001-222-0000-4220 PD SPECIAL ACTIVITIES PHONE	61.93
			818-838-1841-112596		001-222-0000-4220 ENGINEERING FAX MODEM	44.00
					001-310-0000-4220	30.94
					<b>Total :</b>	<b>1,778.66</b>
229870	2/6/2023	893953 GALE, PAUL JOHN	JAN 2023		SHOTOKAN KARATE CLASSES	
				12702	017-420-1326-4260	324.00
				12702	026-420-0887-4260	22.50
					<b>Total :</b>	<b>346.50</b>
229871	2/6/2023	887249 GALLS, LLC	023076376		JACKET	
					001-222-0000-4300	154.23
					<b>Total :</b>	<b>154.23</b>
229872	2/6/2023	101376 GRAINGER, INC.	9547646696		MISC. SUPPLIES FOR FACILITIES & TR	
			9553493918	12761	070-384-0000-4300	79.38
				12761	MISC. SUPPLIES FOR FACILITIES & TR	
					043-390-0000-4300	246.94

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229872	2/6/2023	101376 GRAINGER, INC.	(Continued)			
			9553755605	12761	MISC. SUPPLIES FOR FACILITIES & TR	
			9557153161	12761	043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR	323.21
			9573435832	12761	043-390-0000-4300 MISC. SUPPLIES FOR FACILITIES & TR	50.20
					001-311-0000-4300	269.34
					<b>Total :</b>	<b>969.07</b>
229873	2/6/2023	893344 GRAND ELECTRICAL SUPPLY	200898		STREET ISO CONTAINERS	
					001-311-0000-4300	9.87
					<b>Total :</b>	<b>9.87</b>
229874	2/6/2023	894226 GUILLEN, YASMIN	REIMB.		FOOD FOR SR CLUB MONTHLY MEETII	
					004-2380	144.14
					<b>Total :</b>	<b>144.14</b>
229875	2/6/2023	888647 HDL SOFTWARE, LLC	SIN023094		BUSINESS LICENSE ADMINISTRATION	
				12748	001-130-0000-4260	27,254.88
					<b>Total :</b>	<b>27,254.88</b>
229876	2/6/2023	890594 HEALTH AND HUMAN RESOURCE	E0284810		EAP-FEB 2023	
					001-106-0000-4260	250.90
					<b>Total :</b>	<b>250.90</b>
229877	2/6/2023	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN023773		CONTRACT SERVICES SALES & TRAN	
				12792	001-130-0000-4270	1,048.11
					<b>Total :</b>	<b>1,048.11</b>
229878	2/6/2023	101632 IACP - MEMBERSHIP	0254108		MEMBERSHIP RENEWAL	
					001-222-0000-4380	190.00
					<b>Total :</b>	<b>190.00</b>
229879	2/6/2023	893804 INDUSTRIAL SHOEWORKE	1100-1331383		SAFETY BOOTS	
					070-383-0000-4310	220.50
					<b>Total :</b>	<b>220.50</b>
229880	2/6/2023	893275 INTERWEST CONSULTING GROUP	84204		CONTRACTED PLANNING SERVICES	

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229880	2/6/2023	893275 INTERWEST CONSULTING GROUP	(Continued)	12634	001-150-0000-4270	26,976.25
					Total :	26,976.25
229881	2/6/2023	889320 IWATER, INC.	9528		IWATER-WATER SYSTEM MAPPING 070-381-0000-4270	1,283.33
					Total :	1,283.33
229882	2/6/2023	894268 JOE MAR POLYGRAPH &	2002-12-002		POLYGRAPH SERVICES 001-222-0000-4270	225.00
			2002-12-029		POLYGRAPH SERVICES 001-222-0000-4270	225.00
			2003-01-010		POLYGRAPH SERVICES 001-222-0000-4270	225.00
					Total :	675.00
229883	2/6/2023	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-35	12145	UPPER RESERVOIR REPL CONSTR. M 070-385-0716-4600	22,607.79
					Total :	22,607.79
229884	2/6/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	JAN 2023	12703	SERVICES FOR TENNIS PROGRAM 017-420-1327-4260	525.00
					Total :	525.00
229885	2/6/2023	101795 KOSMONT & ASSOCIATES	18-0099-044	12846	REAL ESTATE ADVISORY CONSULTANT 001-107-0000-4270	306.80
			18-0099-045	12846	REAL ESTATE ADVISORY CONSULTANT 001-107-0000-4270	3,675.10
					Total :	3,981.90
229886	2/6/2023	102007 L.A. COUNTY SHERIFFS DEPT.	231680BL	12771	INMATE MEALS-DEC 2022 001-225-0000-4350	703.57
					Total :	703.57
229887	2/6/2023	101971 L.A. MUNICIPAL SERVICES	500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	199.29
					Total :	199.29

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229888	2/6/2023	101852 LARRY & JOE'S PLUMBING	2249063-0001-02		MISC SUPPLIES 070-384-0000-4330	110.07
					Total :	110.07
229889	2/6/2023	894319 LENCHITAS TORTILLERIA	011723		TAMALES-SENIOR CLUB DANCE 004-2380	255.00
					Total :	255.00
229890	2/6/2023	888195 LEXIPOL LLC	INVLEX11777	12841	LEXIPOL IMPLEMENTATION, MANUALS 001-135-0000-4260	4,543.20
			INVLEX11778	12841	LEXIPOL IMPLEMENTATION, MANUALS 001-135-0000-4260	18,400.00
			INVLEX11779	12841	LEXIPOL IMPLEMENTATION, MANUALS 001-135-0000-4260	4,156.80
					Total :	27,100.00
229891	2/6/2023	892477 LOWES	9747-901254		MATL'S FOR ROOFING REPAIRS 043-390-0000-4300	83.80
			9754-01716		MATL'S FOR NEW SAMPLE STATION 070-383-0000-4300	633.73
					Total :	717.53
229892	2/6/2023	102226 MISSION LINEN SUPPLY	518502284	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	260.69
			518549173	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	260.69
					Total :	521.38
229893	2/6/2023	894150 MORA-ZAMORA, ERENDIRA	011323	12711	MUSIC ENTERTAINMENT FOR SENIOR 004-2380	1,200.00
					Total :	1,200.00
229894	2/6/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 SUPPLIES 001-225-0000-4270	144.25
					Total :	144.25
229895	2/6/2023	102292 MUSCO SPORTS LIGHTING, LLC	402904		LIGHTING FEES @ REC & LP PARK 001-423-0000-4260	950.00

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229895	2/6/2023	102292 102292 MUSCO SPORTS LIGHTING, LLC	(Continued)			Total : 950.00
229896	2/6/2023	102325 NAPA AUTO PARTS	6410-120441		SMALL TOOLS 070-383-0000-4340	38.03 Total : 38.03
229897	2/6/2023	893348 NCSI	28879		VOLUNTEER BACKGROUND CHECK 017-420-1328-4260	18.50 Total : 18.50
229898	2/6/2023	894317 NEBLINA ENTERTAINMENT LLC	905		DEP.-SUMMER CONCERT SERIES IN AI 001-1230	1,000.00 Total : 1,000.00
229899	2/6/2023	102423 OCCU-MED, INC.	0123901		(5) PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	1,216.25 Total : 1,216.25
229900	2/6/2023	894100 ODP BUSINESS SOLUTIONS , LLC	281588287001		OFFICE SUPPLIES 070-384-0000-4320	88.18
			281913325001		OFFICE SUPPLIES 001-130-0000-4300	57.77
			282427871001		OFFICE DEPOT 070-384-0000-4300	60.42
			282633414001		OFFICE SUPPLIES 001-106-0000-4300	109.00
			283273415001		OFFICE SUPPLIES 001-422-0000-4300	110.36
			283915447001		110-422-3747-4300 OFFICE SUPPLIES	239.03
			283961725001		001-222-0000-4300 OFFICE SUPPLIES	66.13
			284386023001		001-310-0000-4300 OFFICE SUPPLIES	165.32
			284386024001		001-420-0000-4300 OFFICE SUPPLIES	599.21
					001-420-0000-4300	70.84

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229900	2/6/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			284386035001		OFFICE SUPPLIES 001-420-0000-4300	221.93
			284447888001		OFFICE SUPPLIES 001-222-0000-4300	55.84
			284587641001		OFFICE SUPPLIES 001-222-0000-4300	164.37
			284778564001		OFFICE SUPPLIES 001-222-0000-4300	100.31
			284783972001		OFFICE SUPPLIES 001-222-0000-4300	48.50
			284836996001		OFFICE SUPPLIES 001-422-0000-4300	41.60
			284902042001		OFFICE SUPPLIES 001-422-0000-4300	39.68
					110-422-3747-4300	82.47
					004-2380	34.16
			284902044001		OFFICE SUPPLIES 001-422-0000-4300	49.16
			284912844001		OFFICE SUPPLIES 001-222-0000-4300	32.06
			285250036001		FILING CABINET 070-384-0000-4300	403.36
			285257759001		OFFICE SUPPLIES 001-222-0000-4300	62.24
			285497539001		OFFICE SUPPLIES 041-320-0000-4300	162.44
			286333734001		CREDIT-DAMAGE CABINET 070-384-0000-4300	-363.37
			286334936001		FILING CABINET 070-384-0000-4300	363.37
			286999152001		OFFICE SUPPLIES 001-222-0000-4300	51.92
			287001755001		OFFICE SUPPLIES 001-222-0000-4300	42.49
						Total : 3,158.79

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229901	2/6/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-100066	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-100132	12754	043-390-0000-4300	33.06
			4605-100133	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-100488	12754	041-1215	430.71
			4605-100488	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-100488	12754	041-320-0370-4400	17.45
			4605-490502	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-490502	12754	041-1215	38.90
			4605-490502	12754	VEHICLE SERV., MAINT. & REPAIR PAR	
			4605-490502	12754	041-320-0152-4400	131.89
					<b>Total :</b>	<b>652.01</b>
229902	2/6/2023	894024 ORTIZ ENTERPRISES, INC.	P10	12650	SF REGIONAL PARK INFILTRATION PR	
				12650	010-310-0645-4600	86,250.00
				12650	010-310-0620-4600	600,495.00
				12650	010-2037	-34,337.25
					<b>Total :</b>	<b>652,407.75</b>
229903	2/6/2023	894056 PACIFIC HYDROTECH CORPORATION	003	12642	UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	41,000.00
				12642	010-2037	-2,050.00
					<b>Total :</b>	<b>38,950.00</b>
229904	2/6/2023	102568 PARKHOUSE TIRE, INC.	4010186125		VEHICLE MAINT-WA2571	
					070-383-0000-4400	880.93
					<b>Total :</b>	<b>880.93</b>
229905	2/6/2023	892360 PARKING COMPANY OF AMERICA	INVM0017312	12783	PUBLIC TRANSPORTATION SERVICES-	
				12783	007-440-0442-4260	48,001.33
				12783	007-313-3630-4402	4,019.49
					<b>Total :</b>	<b>52,020.82</b>
229906	2/6/2023	890324 PEREZ MONTELONGO, JUAN	010223	12687	REFEREE AND SCORE KEEPING SERV	
				12687	017-420-1328-4260	2,636.25
				12687	026-420-0887-4260	543.75
					<b>Total :</b>	<b>3,180.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229907	2/6/2023	102688 PROFESSIONAL PRINTING CENTERS	20495	12721	PRINTING SERVICES	
			20898	12721	001-311-0000-4300	517.07
			20900	12721	PRINTING SERVICES	
			20900	12721	001-420-0000-4300	130.10
			20900	12721	PRINTING SERVICES	
			20900	12721	001-420-0000-4300	560.07
					<b>Total :</b>	<b>1,207.24</b>
229908	2/6/2023	892131 PROHEALTH-VALLEY OCCUPATIONAL	00525105-00		DOT DRIVER PHYSICAL	
					001-106-0000-4270	80.00
					<b>Total :</b>	<b>80.00</b>
229909	2/6/2023	890004 PTS	2099143		PD PAY PHONE-FEB 2023	
					001-190-0000-4220	65.64
					<b>Total :</b>	<b>65.64</b>
229910	2/6/2023	893553 QUADIENT LEASING USA, INC	N9740728		QRTL LEASE PYMNT & RENTAL-FEB-/	
					001-190-0000-4280	1,449.36
					<b>Total :</b>	<b>1,449.36</b>
229911	2/6/2023	894306 QUENCH USA, INC.	INV05236606		DRINKING WATER	
					001-222-0000-4260	99.24
					<b>Total :</b>	<b>99.24</b>
229912	2/6/2023	102738 QUINTERO ESCAMILLA, VIOLETA	JAN 2023	12689	SENIOR MUSIC CLASS INSTRUCTOR	
				12689	017-420-1323-4260	450.00
					<b>Total :</b>	<b>450.00</b>
229913	2/6/2023	887165 RYAN HERCO PRODUCTS CORP	B028636	12847	EMERG. PURCH OF WELL#3 PARTS	
				12847	070-384-0000-4300	3,858.42
					<b>Total :</b>	<b>3,858.42</b>
229914	2/6/2023	103057 SAN FERNANDO VALLEY SUN	11779		PUBLIC HEARING-FIN OF ENERGY SR	
			11784		001-115-0000-4230	84.38
			11784		PUBLIC HEARING-SB9	
			11788		001-115-0000-4230	283.75
			11788		NIB-ALPR	
			11788		001-115-0000-4230	84.38

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229914	2/6/2023	103057 SAN FERNANDO VALLEY SUN	(Continued) 11800		PUBLIC HEARING-SB9 EXT NOTICE 001-115-0000-4230	283.50
					<b>Total :</b>	<b>736.01</b>
229915	2/6/2023	889023 SAN GABRIEL VALLEY	2022-2023		FY22-23 MEMBERSHIP DUES 001-222-0000-4380	400.00
					<b>Total :</b>	<b>400.00</b>
229916	2/6/2023	891849 SHI INTERNATIONAL CORP	B16264056	12835	SERVER, LICENSE AND SUPPORT FOF 010-225-3698-4500	10,383.01
					<b>Total :</b>	<b>10,383.01</b>
229917	2/6/2023	103941 SHREDDER SPECIALTIES INC	2315		ANNUAL SERVICE AGREEMENT RENE 001-222-0000-4320	438.90
					<b>Total :</b>	<b>438.90</b>
229918	2/6/2023	103172 SKAUG TRUCK BODY WORKS	42699		VEHICLE MAINTENANCE 041-320-0311-4400	1,088.10
					<b>Total :</b>	<b>1,088.10</b>
229919	2/6/2023	103184 SMART & FINAL	0063		SNACKS-JAN. TECH & ED. WORKSHOF 110-422-3747-4300	248.06
			0210		BREAK ROOM SUPPLIES 001-222-0000-4300	156.41
			0230		FOOD-SR CLUB MNTHLY MTG 004-2380	49.35
			0277		SUPPLIES-CALLES VERDES EVENT 001-310-0000-4300	58.03
			17502		ITEMS-CHAT WITH THE CHIEF EVENT 001-222-0000-4300	66.99
					<b>Total :</b>	<b>578.84</b>
229920	2/6/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	11,059.09
					029-335-0000-4210	2,195.68
					070-384-0000-4210	19,933.53

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229920	2/6/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		074-320-0000-4210	5,986.78
			700136176526		043-390-0000-4210	5,287.17
			700224888278		ELECTRIC - METER FOR MALL-MACLA 030-341-0000-4210	112.78
			700301226571		ELECTRIC-801 EIGHTH 043-390-0000-4210	15.40
			700360580265		ELECTRIC - 1117 SECOND 043-390-0000-4210	90.91
			700363532503		ELECTRIC - 910 FIRST 043-390-0000-4210	5,820.10
			700577150347		ELECTRIC - 117 MACNEIL 043-390-0000-4210	5,278.27
					ELECTRIC - 190 PARK 027-344-0000-4210	928.40
					<b>Total :</b>	<b>56,708.11</b>
229921	2/6/2023	894275 STAPLES, INC.	8068833885		PRINTER MAINT 001-106-0000-4320	19.72
					<b>Total :</b>	<b>19.72</b>
229922	2/6/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	628493		FINGERPRINTS-DEC 2022 001-106-0000-4270	288.00
					<b>Total :</b>	<b>288.00</b>
229923	2/6/2023	892310 SWANK MOTION PICTURES	RG1996041		LICENSING-SUMMER MOVIE NIGHTS 001-1230	1,530.00
					<b>Total :</b>	<b>1,530.00</b>
229924	2/6/2023	888621 SWRCB	LW-1039140		WATER SYSTEM ANNUAL PERMIT 070-381-0000-4450	16,775.34
					<b>Total :</b>	<b>16,775.34</b>
229925	2/6/2023	888621 SWRCB	439250		BAL DUE ON REIMB.-WTR & WASTEWT 110-3686-3671	10.00
					<b>Total :</b>	<b>10.00</b>

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229926	2/6/2023	894304 TESS ELECTRIC INC.	1193	12848	EMERG. ELECTRICAL PANEL REPAIRS 070-384-0000-4260	2,645.38
					<b>Total :</b>	<b>2,645.38</b>
229927	2/6/2023	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
			084-220-3249-3		043-390-0000-4210	446.91
			088-520-6400-8		GAS-505 S HUNTINGTON	
			090-620-6400-2		043-390-0000-4210	951.17
					GAS-117 MACNEIL	
					043-390-0000-4210	663.59
					GAS-120 MACNEIL	
					070-381-0000-4210	150.80
					072-360-0000-4210	150.81
					043-390-0000-4210	301.61
			143-287-8131-6		GAS-208 PARK	
			162-020-7432-0		043-390-0000-4210	1,087.31
					GAS-828 HARDING	
					043-390-0000-4210	5.65
					<b>Total :</b>	<b>3,757.85</b>
229928	2/6/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	0271615		STEEL STAKES	
			1021613		043-390-0000-4300	112.12
			1021614		SMALL TOOLS	
			1103377		001-311-0000-4300	88.17
			122622		MATL'S FOR ROOF REPAIR	
			2122659		043-390-0000-4300	197.52
			3092097		TOOL SET	
			3110133		001-311-0000-4300	33.04
					FINANCE CHARGE	
					070-381-0000-4300	173.39
					CLEANING & STORAGE SUPPLIES	
					001-420-0000-4300	26.42
					001-423-0000-4300	171.77
					STREET ISO CONTAINERS	
					001-311-0000-4300	15.06
					STREET ISO CONTAINERS	
					001-311-0000-4300	14.16

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229928	2/6/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)	4020524		MISC ITEMS	
			402523		001-311-0000-4300	129.83
			5104134		TRASH BAGS	
			6021155		030-341-0000-4300	132.10
			6021156		CITY HALL ELECTRICAL PLATES	
			6102725		043-390-0000-4300	107.74
			7092691		MISC SUPPLIES	
			7110723		001-311-0000-4300	177.61
			7122021		MATL'S FOR ROOF REPAIR	
			8282682		043-390-0000-4300	197.52
			8363059		DOOR HANGER	
			8382692		043-390-0000-4300	39.39
			9363149		MISC SUPPLIES	
					070-383-0000-4310	87.78
					MATL'S FOR REPAIRS	
					043-390-0000-4300	153.25
					PARTS FOR NEW SAMPLE STATION	
					070-384-0000-4300	141.84
					MATL'S FOR PIONEER BALLFIELD	
					043-390-0000-4300	120.66
					HOLIDAY TREE CONTAINER	
					001-311-0000-4300	318.67
					MATL'S FOR PIONEER BALLFIELD	
					043-390-0000-4300	106.14
					SMALL TOOLS & SUPPLIES	
					041-320-0000-4320	1,138.68
					<b>Total :</b>	<b>3,682.86</b>
229929	2/6/2023	893504 TOWN HALL STREAMS, LLC	14546		STREAMING SERVICES-JAN 2023	
					001-115-0000-4260	175.00
					<b>Total :</b>	<b>175.00</b>
229930	2/6/2023	103413 TRANS UNION LLC	12204270		CREDIT CHECKS	
					001-222-0000-4260	85.00
					<b>Total :</b>	<b>85.00</b>

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229931	2/6/2023	892853 TREE PEOPLE	1	12843	URBAN FOREST MANAGEMENT PLAN 110-346-0838-4270	454.27
					<b>Total :</b>	<b>454.27</b>
229932	2/6/2023	103463 U.S. POSTMASTER	JAN 2023		POSTAGE - JAN UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	691.71 691.70
					<b>Total :</b>	<b>1,383.41</b>
229933	2/6/2023	887939 ULINE SHIPPING SUPPLIES	158083348		MISC SUPPLIES 001-222-0000-4300	481.39
					<b>Total :</b>	<b>481.39</b>
229934	2/6/2023	893746 UNISHIELD	INV-107360		3 PAIRS OF RAIN BOOTS 070-383-0000-4310	462.88
					<b>Total :</b>	<b>462.88</b>
229935	2/6/2023	893167 UNITED MAINTENANCE SYSTEMS	15391	12794	JANITORIAL SERVICES CONTRACT#19 043-390-0000-4260	17,850.00
					<b>Total :</b>	<b>17,850.00</b>
229936	2/6/2023	103439 UPS	831954013		COURIER SERVICES 001-190-0000-4280	186.00
					<b>Total :</b>	<b>186.00</b>
229937	2/6/2023	103449 USA BLUE BOOK	204115	12836	FOR MISC. MAINT. SUPPLIES, LAB SUF 070-384-0000-4300	743.37
			204116	12836	FOR MISC. MAINT. SUPPLIES, LAB SUF 070-384-0000-4300	2,433.21
			204295	12836	FOR MISC. MAINT. SUPPLIES, LAB SUF 070-384-0000-4300	147.77
			210883	12836	FOR MISC. MAINT. SUPPLIES, LAB SUF 070-384-0000-4300	308.68
			212384	12836	FOR MISC. MAINT. SUPPLIES, LAB SUF 070-384-0000-4300	239.37
					<b>Total :</b>	<b>3,872.40</b>
229938	2/6/2023	893740 UTILITY SYSTEMS SCIENCE &	COSF_12/09-01/08/23		WASTEWATER FLOW MONITORING & S	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229938	2/6/2023	893740 UTILITY SYSTEMS SCIENCE &	(Continued)	12753	072-360-0000-4260	770.00
					<b>Total :</b>	<b>770.00</b>
229939	2/6/2023	103534 VALLEY LOCKSMITH	737	12787	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	150.00
			738	12787	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	843.90
			782	12787	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	250.00
			783	12787	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	347.50
					<b>Total :</b>	<b>1,591.40</b>
229940	2/6/2023	889644 VERIZON BUSINESS	7592163		CITY HALL LONG DISTANCE 001-190-0000-4220	55.23
			7592164		CITY YARD LONG DISTANCE 070-384-0000-4220	16.57
			7592165		CITY HALL LONG DISTANCE 001-190-0000-4220	27.62
			7592166		POLICE LONG DISTANCE 001-222-0000-4220	131.64
			7592167		CITY YARD LONG DISTANT 070-384-0000-4220	11.05
			7592168		PARK LONG DISTANCE 001-420-0000-4220	16.84
			7592706		PW LONG DISTANCE 001-310-0000-4220	5.53
			7592717		CITY HALL LONG DISTANCE 001-190-0000-4220	60.79
					<b>Total :</b>	<b>325.27</b>
229941	2/6/2023	891531 WILLDAN ENGINEERING	00337144	12724	NPDES CONSULTING SERVICES 023-311-0000-4270	6,670.00
			00337184	12814	ON-CALL ENGINEERING SERVICES 001-310-0000-4270	18,330.00
				12814	024-371-0562-4600	390.00

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229941	2/6/2023	891531 WILLDAN ENGINEERING	(Continued)			
				12814	025-311-0565-4600	1,569.25
				12814	024-311-0551-4600	902.50
				12814	012-311-0552-4600	65.00
				12814	012-311-0553-4600	65.00
				12814	032-311-0866-4600	3,880.50
			00418117		CONSTRUCTION MGMT FOR PACOIMA	
				12849	010-311-0551-4600	4,946.00
					<b>Total :</b>	<b>36,818.25</b>
229942	2/6/2023	889491 WILLDAN FINANCIAL SERVICES	00337185		PLAN CHECK-TARGET	
					001-2698	198.00
					<b>Total :</b>	<b>198.00</b>
229943	2/6/2023	894164 YUNEX LLC	5610280990		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12715	001-370-0301-4300	8,685.00
			5610280991		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12715	001-370-0564-4300	1,775.00
			5620040074		ON-CALL TRAFFIC SIGNAL MAINTENAN	
				12715	001-370-0564-4300	852.50
					<b>Total :</b>	<b>11,312.50</b>
<b>117</b>	<b>Vouchers for bank code :</b>	<b>bank3</b>			<b>Bank total :</b>	<b>1,194,365.61</b>
<b>117</b>	<b>Vouchers in this report</b>				<b>Total vouchers :</b>	<b>1,194,365.61</b>

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## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 23-021

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229944	1/24/2023	103255 STATE BOARD OF EQUALIZATION	58-101099		VENDOR USE FUEL TAX RETURN-2022 074-320-0000-4457	8,146.92
					<b>Total :</b>	<b>8,146.92</b>
229945	1/24/2023	891825 UNITED STATES TREASURY	OCT-DEC 2022		EXCISE TAX QRTLY PYMNT-12/31/22 074-320-0000-4457	5,876.89
					<b>Total :</b>	<b>5,876.89</b>
					<b>Bank total :</b>	<b>14,023.81</b>
					<b>Total vouchers :</b>	<b>14,023.81</b>

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2 Vouchers in this report

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EXHIBIT "A"  
RES. NO. 23-021vchlist  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
229822	1/19/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JANUARY 2023 001-1160	2,190.43
					<b>Total :</b>	<b>2,190.43</b>
229823	1/19/2023	103648 CITY OF SAN FERNANDO	PR 1/20/23		REIMB FOR PAYROLL W/E 1/13/23 001-1003	570,787.55
					007-1003	2,107.79
					017-1003	2,155.42
					027-1003	2,109.80
					029-1003	2,363.25
					030-1003	1,196.70
					041-1003	7,220.98
					043-1003	22,975.74
					070-1003	56,706.01
					072-1003	13,527.23
					074-1003	376.04
					094-1003	18,184.48
					110-1003	312.78
					<b>Total :</b>	<b>700,023.77</b>
229824	1/19/2023	891230 DELTA DENTAL INSURANCE COMPANY	DENTAL INS BENEFITS		DENTAL INS BENEFITS - JANUARY 202 001-1160	176.22
					<b>Total :</b>	<b>176.22</b>
229825	1/19/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JANUARY 202 001-1160	11,340.70
					<b>Total :</b>	<b>11,340.70</b>
229826	1/19/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - JANUARY 2 001-1160	4,632.97
					<b>Total :</b>	<b>4,632.97</b>
		5 Vouchers for bank code :	bank3		<b>Bank total :</b>	<b>718,364.09</b>
		5 Vouchers in this report			<b>Total vouchers :</b>	<b>718,364.09</b>

Page: 1

vchlist  
01/19/2023 9:15:35AMVoucher 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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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** February 6, 2023

**Subject:** Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

### RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8208 (Attachment "A") re-authorizing remote teleconference meetings for the period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill 361.

### BACKGROUND:

1. On October 4, 2021, the City Council was presented with an agenda report regarding adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative Bodies under the provisions of Assembly Bill (AB) 361 (Attachment "B"), which was signed into law on September 17, 2021. The City Council did not adopt the resolution, thereby reverting all legislative body meetings to comply with all Ralph M. Brown Act (Brown Act) requirements for public meetings.
2. On January 12, 2022, due to the surge of the Omicron variant of the COVID-19 virus, the City Council adopted Resolution No. 8089 to authorize remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective January 12, 2022 through February 11, 2022.
3. On February 7, 2022, the City Council adopted Resolution No. 8119 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective February 12, 2022 through March 13, 2022.

**Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361**

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4. On March 7, 2022, the City Council adopted Resolution No. 8124 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective March 14, 2022 through April 13, 2022.
5. On April 4, 2022, the City Council adopted Resolution No. 8134 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective April 14, 2022 through May 13, 2022.
6. On May 2, 2022, the City Council adopted Resolution No. 8144 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective May 14, 2022 through June 13, 2022.
7. On June 6, 2022, the City Council adopted Resolution No. 8155 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective June 14, 2022 through July 13, 2022.
8. On July 5, 2022, the City Council adopted Resolution No. 8165 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective July 14, 2022 through August 12, 2022.
9. On August 1, 2022, the City Council adopted Resolution No. 8170 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective August 13, 2022 to September 11, 2022.
10. On September 6, 2022, the City Council adopted Resolution No. 8174 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective September 12, 2022 to October 11, 2022.
11. On October 3, 2022, the City Council adopted Resolution No. 8182 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective October 12, 2022 to November 10, 2022.
12. On November 7, 2022, the City Council adopted Resolution No. 8189 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective November 11, 2022 to December 10, 2022.

**Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361**

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13. On December 5, 2022, the City Council adopted Resolution No. 8198 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective December 11, 2022 to January 10, 2023.
14. On January 3, 2023, the City Council adopted Resolution No. 8202 re-authorizing remote teleconference meeting of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective January 11, 2023 to February 10, 2023.

**ANALYSIS:**

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 that waived certain teleconferencing requirements under the Brown Act, allowing public agencies to conduct public meetings via teleconference, while still complying with open meeting requirements and abiding by public health orders. The Executive Order N-29-20 expired on September 30, 2021.

AB 361 amends the Brown Act's Government Code Section 54953 to allow a local agency the option to hold teleconference meetings without complying with teleconferencing requirements of the Brown Act, if certain circumstances and findings are met. The special circumstances are found particularly in subsection (e) of Section 54953, and require that the legislative body holds a meeting during a proclaimed state of emergency and:

1. That state and local officials have imposed or recommended measures to promote social distancing; or
2. The legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. The legislative body holds a meeting and determines by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of the attendees.

On January 3, 2023, the City Council adopted Resolution No. 8202 making a determination approving findings in accordance with AB 361, to allow the City to continue the option to hold teleconference meetings without complying with certain teleconferencing requirements of the Brown Act. The resolution is only effective for 30 days and expires on February 10, 2023. The City Council may renew the resolution, every 30 days, at which time a subsequent resolution (Attachment "A") will need to be adopted. If the resolution lapses, the City's Legislative Bodies

**Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361**

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will be required to comply with the Brown Act (Pre-COVID-19 Pandemic) until a new resolution is adopted to make the initial determinations and findings again.

On October 17, 2022, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023 (Attachment "C"), which will remove the conditions needed to implement AB 361 for the holding of remote or "hybrid" format meetings.

**BUDGET IMPACT:**

There is no additional fiscal impact associated with consideration of the proposed resolution. The cost of the Zoom virtual meeting platform is included in the Fiscal Year 2022-2023 Adopted Budget.

**CONCLUSION:**

It is recommended that the City Council adopt Resolution No. 8208 (Attachment "A") re-authorizing remote teleconference meetings for the period of February 11, 2023 to February 28, 2023, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill (AB) 361.

**ATTACHMENTS:**

- A. Resolution No. 8208
- B. Assembly Bill (AB) 361
- C. Governor's Office Press Release



**RESOLUTION NO. 8208**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM FEBRUARY 11, 2023 THROUGH FEBRUARY 28, 2023, PURSUANT TO GOVERNMENT CODE SECTION 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361**

**WHEREAS**, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that was first reported in China in December 2019, it has now spread throughout the world, including the State of California and the City of San Fernando ("City"); and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California; and

**WHEREAS**, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and public health emergency in response to the spread of COVID-19 throughout the County; and

**WHEREAS**, on April 10, 2020, in response to the conditions of extreme peril to the safety of persons within the City, the San Fernando City Council ("City Council") declared a local emergency consistent with the declaration of local emergency by the LACPH; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act ("Brown Act") when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, since the declaration of emergency by LACDPH, LACDPH have issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe and preventing the spread of COVID-19; and

**WHEREAS**, the LACDPH Health Officer Order issued March 23, 2022, and effective April 1, 2022, continues to advise that all individuals and businesses are strongly urged to follow the LACDPH Best Practices Guidance, containing health and safety recommendations for COVID-19;

**WHEREAS**, the LACDPH Best Practices Guidance provides, among other things:

1. Masks are *strongly recommended* in most indoor public settings to prevent transmission of the virus particularly to persons with prolonged, cumulative exposures (e.g., workers and to those with higher risk of illness (e.g., unvaccinated, older persons, or those with underlying medical conditions such as immunocompromised persons); and
2. Per state and federal law, visitors and workers must continue to wear masks in specified high-risk settings to continue protecting vulnerable populations and the workforce that delivers critical services in these settings; and
3. Identify and regularly clean frequently touched surfaces and objects such as doorknobs, elevator buttons, tools, handrails, phones, headsets, bathroom surfaces and steering wheels;
4. Whenever possible, take steps to reduce crowding indoors and encourage physical distancing including, but not limited to:
  - a. Limiting indoor occupancy to increase the physical space between employees at the worksite, between employees and customers, and between customers;
  - b. Using tape, signs, or other visual cues such as decals or colored tape on the floor, placed six feet apart, to guide customers about where to stand to avoid crowding and to encourage distancing where lines may form; and
  - c. Continuing, where feasible, to offer telework options and continue those teleworking arrangements that do not interfere with business operations as telework significantly reduces the risk of exposure for employees, their households, and communities.

**WHEREAS**, the surges in COVID-19 variants overseas have the potential to quickly spread in the United States warranting continued vigilance; and

**WHEREAS**, AB 361 requires legislative bodies that conduct teleconferenced meetings under its the relaxed and abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

**WHEREAS**, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

**WHEREAS**, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

**WHEREAS**, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

**WHEREAS**, the City Council meetings and meetings of certain other subordinate bodies of the City (e.g, the Planning and Preservation Commission) are customarily open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the City Council or City Commission conduct their business; and

**WHEREAS**, the ability to undertake meetings under the relaxed regulations of AB 361 are still warranted given the size of the City Council chambers and the relative ease with which COVID-19 can be transmitted in such an enclosed space, notwithstanding counter measures like masking and social distancing; and

**WHEREAS**, COVID-19 continues to threaten the health and lives of Los Angeles County residents particularly during winter months, notwithstanding increased vaccination rates; and

**WHEREAS**, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials to observe certain infection control and containment measures; and

**WHEREAS**, despite the forgoing, Governor Gavin Newsom has announced that the COVID-19 State of Emergency will end on February 28, 2023, meaning after February 28, 2023, public agencies will no longer be able to avail themselves of the relaxed procedures of AB 361, unless and until a new State of Emergency is declared or the existing State of Emergency is extended.

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

**SECTION 1.** The Recitals set forth above are true and correct and are incorporated into this Resolution by reference; and

**SECTION 2.** The City Council finds that the State and County declarations of emergency in response to the COVID-19 pandemic remain in place and will end on February 28, 2023; and

**SECTION 3.** The City Council finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

**SECTION 4.** The City of San Fernando staff along with the City Council are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, taking measures to ensure that meetings of the City Council, the Planning and Preservation Commission and all meetings of other commissions subject to the Brown Act are conducted in accordance with the provisions of Government Code Section 54953(e) to the extent such bodies continue to avail themselves of the relaxed and teleconferencing procedures permitted under AB 361.

**SECTION 5.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

**SECTION 6.** The operational provisions of this Resolution shall take effect February 11, 2023, and expire on 12:00 am on March 1, 2023.

**SECTION 7.** 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 6<sup>th</sup> day of February, 2023**

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Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8208 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 6<sup>th</sup> day of February, 2023, 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 February, 2023

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Julia Fritz, City Clerk

**Assembly Bill No. 361**

## CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[ Approved by Governor September 16, 2021.

Filed with Secretary of State September 16, 2021. ]

## LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public



comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

#### DIGEST KEY

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

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#### BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

#### SECTION 1.

Section 89305.6 is added to the Education Code, to read:

##### **89305.6.**

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically,

or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

## **SEC. 2.**

Section 11133 is added to the Government Code, to read:

### **11133.**

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

### **SEC. 3.**

Section 54953 of the Government Code is amended to read:

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the

opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

### **SEC. 3.1.**

Section 54953 of the Government Code is amended to read:

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.



(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1

(commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the

public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

#### **SEC. 4.**

Section 54953 is added to the Government Code, to read:

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

#### **SEC. 4.1.**

Section 54953 is added to the Government Code, to read:

#### **54953.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

#### **SEC. 5.**

Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

#### **SEC. 6.**

It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

#### **SEC. 7.**

The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

#### **SEC. 8.**

(a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video

teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

## **SEC. 9.**

This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.



# Governor Newsom to End the COVID-19 State of Emergency

Published: Oct 17, 2022

*California's pandemic response saved tens of thousands of lives, protected the economy, distributed nation-leading financial assistance and built up an unprecedented public health infrastructure*

The SMARTER Plan will maintain California's operational preparedness to support communities and quickly respond to outbreaks

SACRAMENTO – Today, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, charting the path to phasing out one of the most effective and necessary tools that California has used to combat COVID-19. This timeline gives the health care system needed flexibility to handle any potential surge that may occur after the holidays in January and February, in addition to providing state and local partners the time needed to prepare for this phaseout and set themselves up for success afterwards.

With hospitalizations and deaths dramatically reduced due to the state's vaccination and public health efforts, California has the tools needed to continue fighting COVID-19 when the State of Emergency terminates at the end of February, including vaccines and boosters, testing, treatments and other mitigation measures like masking and indoor ventilation. As the State of Emergency is phased out, the SMARTER Plan continues to guide California's strategy to best protect people from COVID-19.

## [SMARTER Plan progress update](#)

“Throughout the pandemic, we've been guided by the science and data – moving quickly and strategically to save lives. The State of Emergency was an effective and necessary tool that we utilized to protect our state, and we wouldn't have gotten to this point without it,” said Governor Newsom. “With the operational preparedness that we've built up and the measures that we'll continue to employ moving forward, California is ready to phase out this tool.”

To maintain California's COVID-19 laboratory testing and therapeutics treatment capacity, the Newsom Administration will be seeking two statutory changes immediately upon the Legislature's return: 1) The continued ability of nurses to dispense COVID-19 therapeutics; and 2) The continued ability of laboratory workers to solely process COVID-19 tests.

“California's response to the COVID-19 pandemic has prepared us for whatever comes next. As we move into this next phase, the infrastructure and processes we've invested in and built up will provide us the tools to manage any ups and downs in the future,” said Secretary of the California Health & Human Services Agency, Dr. Mark Ghaly. “While the threat of this virus is still real, our preparedness and collective work have helped turn this once crisis emergency into a manageable situation.”

Throughout the pandemic, Governor Newsom, the Legislature and state agencies have been guided by the science and data to best protect Californians and save lives – with a focus on those facing the greatest social and health inequities – remaining nimble to adapt mitigation efforts along the way as we learned more about COVID-19. The state's efforts to support Californians resulted in:

- Administration of 81 million vaccinations, distribution of a billion units of PPE throughout the state and processing of 186 million tests.
- Allocation of billions of dollars to support hospitals, community organizations, frontline workers, schools and more throughout the pandemic.
- The nation's largest stimulus programs to support people hardest hit by the pandemic – \$18.5 billion for direct payments to Californians, \$8 billion for rent relief, \$10 billion for small business grants and tax relief, \$2.8 billion to help with overdue utility bills, and more.

California's pandemic response efforts have saved tens of thousands of lives, kept people out of the hospital and protected the economy:

- California's [death rate](#) is the lowest amongst large states. If California had Texas' death rate, 27,000 more people would have died here. If California had Florida's rate, that figure jumps to approximately 56,000 more deaths.
- In only the first ten months of vaccines being available, a study showed that California's efforts [saved 20,000 lives](#), kept 73,000 people out of the hospital and prevented 1.5 million infections.
- California's actions during the pandemic protected the economy and the state continues to lead the nation in creating jobs and new business starts:
  - [“‘Lockdown’ states like California did better economically than ‘looser’ states like Florida, new COVID data shows,”](#) with **California's economy having contracted less** than such states – economic output shrank 3.5% on average for the U.S., compared with 2.8% for California.
  - Since February 2021, **California has created 1,628,300 new jobs** – over 16% of the nation's jobs, by far more than any other state. By comparison, Texas created 1,133,200 jobs (11.3% of the nation's) and Florida created 787,600 jobs (7.9% of the nation's) in that same timeframe.
  - Since the beginning of 2019, data from the [Bureau of Labor Statistics](#) shows that **over 569,000 businesses started in California**, by far more than any other state.

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** February 6, 2023

**Subject:** Consideration to Approve an Increase to Compressed Natural Gas Retail Fuel Rate

### **RECOMMENDATION:**

It is recommended that the City Council approve an increase to the City's per gallon equivalent (PGE) Compressed Natural Gas (CNG) PGE retail fuel rate to \$6.52.

### **BACKGROUND:**

1. On May 19, 2014, the City Council adopted Resolution No. 7602 (Attachment "A") authorizing the City Manager or his designee to set the City's Compressed Natural Gas (CNG) retail fuel prices.
2. From May 2014 to the present, the City has adjusted its CNG retail fuel price only once.
3. On January 5, 2023, the City received a letter (Attachment "B") from Southern California Gas (SoCalGas) notifying its customers to expect significantly higher gas bills beginning immediately.
4. On January 10, 2023, staff spoke with SoCalGas representative and confirmed that their current CNG cost per gallon is \$6.42.
5. On January 12, 2023, staff met with the City Manager and obtained direction on adjusting the City's CNG retail fuel cost per gallon to coincide with the current market rate.

### **ANALYSIS:**

Resolution No. 7602 set specific conditions, for the City Manager or his designee, when determining and setting CNG fuel retail prices. The conditions are:

**Consideration to Approve an Increase to Compressed Natural Gas Retail Fuel Rate**

Page 2 of 3

- CNG fuel prices shall be set in a ten percent (10%) plus or minus range of the City's current retail per gallon equivalent (PGE) of \$2.659.
- City Council approval shall be required for any price adjustment beyond the ten percent (10%) plus or minus range.
- The CNG fuel price shall be set at a minimum of ten cents (\$.10) higher than the Southern California Gas Company, Van Nuys Station retail CNG fuel price.
- The CNG price or any subsequent adjustment to the same shall be set or adjusted only after a market-place review of the five (5) closest CNG fueling station prices.

Since implementing the conditions, in 2014, for adjusting the City's retail cost for CNG fuel, there has been only one price adjustment to the City's current rate of \$2.659.

The cost of CNG has not fluctuated significantly in prior years, however, over the last 12 months, staff has seen a significant increase in the number of large commercial, public and private vehicles utilizing the City's station and the amount of fuel being dispensed. The reason for the increase is that the City's CNG retail fuel rate is the lowest in Los Angeles County. Combine this with SoCalGas increasing their cost for natural gas due to inventories on the West Coast being well below the five-year average, reduced pipeline capacity and constraints in gas deliveries heading to California from places such as west Texas, Public Works has noticed a substantial increase in the amount paid to SoCalGas for CNG; See Table.

<b>CNG USAGE AND COST HISTORY</b>		
<b>PERIOD</b>	<b>THERMS* USED</b>	<b>AMOUNT</b>
December 2021	5,159	\$5,027.98
January 2022	6,103	\$7,536.29
February 2022	5,641	\$5,674.20
March 2022	6,929	\$6,731.26
April 2022	6,010	\$5,893.54
May 2022	5,908	\$6,749.36
June 2022	8,730	\$12,513.57
July 2022	12,372	\$14,327.16
August 2022	10,912	\$14,988.95
September 2022	15,122	\$20,784.61
October 2022	14,084	\$14,923.44
November 2022	14,308	\$14,988.04
December 2022	13,641	\$19,796.82

\*THERMS – a unit of natural gas used in billing by SoCalGas

## **Consideration to Approve an Increase to Compressed Natural Gas Retail Fuel Rate**

Page 3 of 3

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Per the above table, over a one-year period, the amount of CNG fuel dispensed by the City has increased almost threefold and the amount paid out to SoCalGas has increased fourfold. If this trend continues, the net operation and maintenance cost for the CNG will be greater than the revenue generated on a year-over-year basis. For this reason, the City needs to increase its PGE cost for retail CNG to recapture lost revenue and keep up with ongoing operational and future capital costs.

The frame of reference used for initiating an increase to the City's CNG retail fuel rate is the real-time CNG fuel rate charged by SoCalGas' Van Nuys Station. Currently, SoCalGas' PGE fuel rate for CNG at this location is \$6.42, which is \$3.76 more than the City's current PGE rate. Per the conditions in Resolution No. 7602, staff should adjust the PGE rate to be at least \$0.10 higher than the Van Nuys Station. In addition, the staff conducted a market-place review of the closest CNG fueling stations (Attachment "C"). As a result of this analysis and review of conditions, staff recommends raising the City's PGE fuel rate to \$6.52. Going forward, staff will conduct a monthly review of the market rates and the rate charged at the Van Nuys Station and adjust accordingly.

### **BUDGET IMPACT:**

With the increase in rates over the last 12 months, the City is anticipating a loss of approximately \$13,000 through the first six months of Fiscal Year 2022-2023. The increase to be in line with Resolution No. 7602 would likely cover the loss over the final five months of the fiscal year and allow for increased funds to be reinvested in the station for future capital upgrades.

### **CONCLUSION:**

It is recommended that City Council approve an increase to the City's current per gallon equivalent (PGE) Compressed Natural Gas (CNG) PGE retail fuel rate from \$2.66 to \$6.52.

### **ATTACHMENTS:**

- A. Resolution No. 7602
- B. Letter from SoCalGas
- C. List of CNG Stations

**RESOLUTION NO. 7602**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AUTHORIZING CITY  
MANAGER OR HIS DESIGNEE TO SET CITY'S COMPRESSED  
NATURAL GAS FUEL RETAIL PRICES**

**WHEREAS**, the City Council of the City of San Fernando sets all fees and prices for all city services rendered; and

**WHEREAS**, the process to set Compressed Natural Gas (CNG) fuel retail prices was not established at the time the CNG Fueling Station opened to the public nor has it been established to-date; and


**WHEREAS**, the City's procedures for setting fees requires, among other things, the City Council of the City of San Fernando declare by resolution certain authorizations related to the operation of the CNG Fueling Station.

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

**Section 1.** The City Manager of the City of San Fernando, or his designee, shall determine and set the City's CNG fuel retail prices from time to time, pursuant to the following conditions:

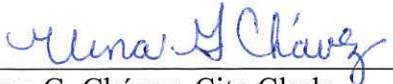
- a) CNG fuel price shall be set in a ten percent (10%) plus or minus range of the City's current retail per gallon equivalent (\$2.659);
- b) City Council approval shall be required for any price adjustment beyond the 10% plus or minus range;
- c) The CNG fuel price shall be set at a minimum of ten cents (\$.10) higher than the Southern California Gas Company, Van Nuys Station retail CNG fuel price; and
- d) The CNG price or any subsequent adjustment to the same shall be set or adjusted only after a market-place review of the five (5) closest CNG fueling station prices.

**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of May, 2014.

  
\_\_\_\_\_  
Sylvia Ballin, Mayor



**ATTEST:**

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

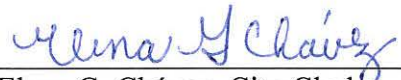
**STATE OF CALIFORNIA**                     )  
**COUNTY OF LOS ANGELES**         ) ss  
**CITY OF SAN FERNANDO**            )

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 19<sup>th</sup> day of May 2014, by the following vote to wit:

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

**NOES:**           None

**ABSENT:**       Lopez – 1

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



January 5, 2023

Dear Customer:

The purpose of this letter is to share news that will affect your natural gas bill. Due to a rise in the market price of natural gas and core rates, customers can expect significantly higher gas bills beginning this month.

SoCalGas does not set the cost of natural gas or earn additional profits from higher supply prices. The natural gas market is driven by regional and national conditions, weather, and storage levels, and we work hard to secure the best possible prices for the natural gas we purchase on our customers' behalf.

Several unprecedented events occurring simultaneously over the last few weeks have contributed to the rising price of natural gas:

- Widespread, below-normal temperatures
- High natural gas consumption
- Reduced natural gas flows
- Pipeline constraints, including maintenance in West Texas
- Low natural gas storage levels in the Pacific region

For more information on natural gas prices and predictions, visit <https://www.eia.gov/naturalgas/weekly/>

SoCalGas' public-access compressed natural gas stations and your natural gas bill will now reflect the increased natural gas costs.

I realize that higher fuel and energy costs can be difficult, but I wanted to inform you ahead of time so that you can be prepared for any changes that may occur in our rates.

Please [click here](#) to see our current transportation rate schedule. If you have any questions, please do not hesitate to contact me at [adesai@socalgas.com](mailto:adesai@socalgas.com) or (213)-561-2768.

Sincerely,

Ami Desai  
(213)-561-2768  
[adesai@socalgas.com](mailto:adesai@socalgas.com)

## ATTACHMENT "C"

Public Utility	Station Name	Street Address	City	Zip Code	Pump Price - (\$ per gallon)
SoCalGas	Azusa Base	950 North Todd Avenue	Azusa	91702	\$6.02
SoCalGas	Bakersfield	35118 McMurtrey Ave.	Bakersfield	93314	\$5.98
SoCalGas	Branford Base	12475 Branford Street	Pacoima	91331	\$6.54
SoCalGas	Compton Base	1471 E. Elm Street	Compton	90221	\$6.61
SoCalGas	Energy Resource Center	9240 East Firestone Boulevard	Downey	90241	\$6.32
SoCalGas	Fontana	16231 Valley Boulevard	Fontana	92335	\$6.01
SoCalGas	Garden Grove Base	12698 Industry Street	Garden Grove	92840	\$6.01
SoCalGas	Lancaster Base	44416 N. Division Street	Lancaster	93535	\$6.04
SoCalGas	Oxnard Base	1650 Patton Court	Oxnard	93030	\$6.00
SoCalGas	Pico Rivera Base	8101 Rosemead Boulevard	Pico Rivera	90660	\$6.04
SoCalGas	San Pedro Base	755 West Capitol Drive	San Pedro	90731	\$6.65
SoCalGas	Santa Barbara Base	219 N. Quarantina Street	Santa Barbara	93103	\$6.36
SoCalGas	Saticoy Base	16645 Saticoy Street	Van Nuys	91406	\$6.54
SoCalGas	Riverside Base	3077 Cottage Street	Riverside	92507	\$6.04
SoCalGas	Romoland	25200 Trumble Road	Manifee	92585	\$6.05
SoCalGas	Murrieta Base	25620 Jefferson Avenue	Murrieta	92562	\$6.05

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** February 6, 2023

**Subject:** Consideration to Approve Consent and Disclaimer Agreements to Authorize the Installation of a Solar Energy Generation and Energy Storage System at the City-owned Property Located at 732 Mott Street

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Consent Agreement (Attachment “A” – Contract No. 2133) and Disclaimer Agreement (Attachment “B” – Contract No. 2133(a)) by and among the City of San Fernando, San Fernando Community Hospital, dba San Fernando Community Health Center (SFCHC), and Collective Energy Development, LLC, for installation and operation of a solar energy generation and storage system at the City-owned Property located at 732 Mott Street; and
- b. Authorize the City Manager to execute all related documents.

### BACKGROUND:

1. On September 17, 2001, the City accepted a grant deed for the property at 732 Mott Street (Assessor Parcel Numbers 2613-001-900, 901, 902, 903, 904, 905 and 2613-004-900) pursuant to a United States Bankruptcy Court approved Debtor Plan of Reorganization by San Fernando Community Hospital, Inc. dba Mission Community Hospital (SFCHC). The site, including a 31,453 sq. ft. building, has served as the home for various health care services to the San Fernando community for several decades.
2. On September 15, 2003, the City entered into a Lease Agreement with SFCHC (Contract No. 1485) for the property located at 732 Mott Street for a term expiring on March 1, 2017.
3. On July 5, 2005, the City approved a First Amendment to Lease adding an option to extend the lease term through March 1, 2027, provided that (a) the Lease is in full force and effect; (b) Tenant is not in default of the Lease terms; and (c) the Lease had not been assigned.

**Consideration to Approve Consent and Disclaimer Agreements to Authorize the Installation of a Solar Energy Generation and Energy Storage System at the City-owned Property Located at 732 Mott Street**  
Page 2 of 3

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4. On November 4, 2013, the City approved a Second Amendment to Lease consenting to assign the Lease to Deanco Healthcare, LLC.
5. On August 6, 2018, the City entered into an Interim Lease Agreement with SFCHC to allow the parties to reach an agreement on the terms of a new lease while avoiding unnecessary disruption to SFCHC's ongoing hospital/clinic operations.
6. On November 19, 2018, City Council approved a Lease Agreement with SFCHC (Contract No. 1898) to lease the property located at 732 Mott Street. The initial lease term expires on October 1, 2028 with two additional five-year extensions, subject to fair market rate rent adjustments.
7. In December 2022, SFCHC requested authorization from the City to install a solar energy generation and storage system at 732 Mott Street.

**ANALYSIS:**

SFCHC is a non-profit corporation and the successor entity formed from prior historic health care service providers at the subject property. SFCHC's mission is to provide high-quality state-of-the-art health care services, as well as prevention and education services in a supportive atmosphere to every person, particularly the most vulnerable of the San Fernando Valley, regardless of religion, race, age, sex, or personal income. It provides preventive, primary, and specialized healthcare to general community, homeless and underserved families by offering medical, dental, mental health, enabling and health education services.

SFCHC desires to enter into an Energy Services Agreement (ESA) with Collective Energy Company (Attachment "C") to install and operate a solar energy generation and energy storage system ("System") at 732 Mott Street to reduce long-term energy costs at the facility. Through the ESA, Collective Energy Company will install, own and maintain the System and sell the energy generated from the System to SFCHC at a fixed price for a period of 15 years, with an option for SFCHC to purchase the system after six years. SFCHC's Board of Directors has prioritized greener energy facilities and supports this request.

The ESA requires a Consent and Disclaimer Agreement from the City as the property owner. Per the Agreement, the City consents to the installation and operation of the System at the property, and acknowledge that the System is the property of Collective Energy Company. The Agreement also requires the City to grant access to Collective Energy Company remove the System from the property should the lease between the City and SFCHC expire or be terminated for any reason. The Consent and Disclaimer Agreement will remain in effect for the duration of the ESA. The proposed Agreement has been reviewed by the City Attorney's Office and indemnifies the City



**Consideration to Approve Consent and Disclaimer Agreements to Authorize the Installation of a Solar Energy Generation and Energy Storage System at the City-owned Property Located at 732 Mott Street**  
Page 3 of 3

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from any and all liabilities, claims, damage, etc. arising from the installation or operation of the System.

Collective Energy Company, LLC (<https://collectiveenergyco.com/>) is a social enterprise that focuses on developing and managing solar energy and energy storage projects to provide energy cost savings and energy resilience benefits to community health centers. Collective Energy Development, LLC is a wholly owned subsidiary of Collective Energy Company and will execute the Energy Services Agreement (“ESA”) with SFCHC. As is the case with most third party-owned solar projects, Collective Energy plans to create a project company whose sole purpose will be to own and operate the SFCHC solar project. The project company will be created as a wholly owned subsidiary of Collective Energy Development. Once the project company is created, the ESA will be assigned to it.

**BUDGET IMPACT:**

The Lease with SFCHC for the City-owned property at 732 Mott Street is considered a “triple net” lease whereby any additional costs at the property are borne by the tenant and all improvements are at tenant’s sole expense. Therefore, SFCHC is responsible for all costs related to the proposed solar energy generation and energy storage system. The monthly lease rate paid by SFCHC is currently \$42,961.93 per month, for a total of \$515,543.16 per year. Lease revenue from this property is allocated to General Fund revenues.

**CONCLUSION:**

Staff recommends that the City Council approve the Consent and Disclaimer Agreement allowing San Fernando Community Hospital, dba San Fernando Community Health Center to enter into an Energy Services Agreement with Collective Energy Development, LLC, for installation and operation of a solar energy generation and storage system at the City-owned Property located at 732 Mott Street.

**ATTACHMENTS:**

- A. Consent Agreement (Contract No. 2133), including:
  - Exhibit A: Plans (to be provided after approved by Community Development)
- B. Disclaimer Agreement (Contract No. 2133(a))
- C. Energy Services Agreement

LETTER AGREEMENT

CITY OF SAN FERNANDO  
117 Macneil Street  
San Fernando, CA 91340

\_\_\_\_\_, 2023

San Fernando Community Health Center  
732 Mott Street, Suite 100-110  
San Fernando, CA 91340  
Attn: \_\_\_\_\_

[\_\_\_\_\_]   
c/o Collective Energy Development, LLC  
605 Pope Lane  
Ojai, California 93023  
Attn: Andrew MacCalla

Re: Consent to Alterations as required by Lease, dated November 19, 2018 (the "Lease"), by and between the City of San Fernando, as landlord (the "City") and San Fernando Community Hospital d/b/a San Fernando Community Health Center, as tenant ("SFCHC") of property located at 732 Mott Street, San Fernando, California 91340 (the "Property")

Dear \_\_\_\_\_:

In accordance with the Lease, this letter agreement (this "Letter Agreement") serves as consent by the City, subject to the terms hereof, to the installation and operation of a solar energy generation and related equipment (the "System") on the rooftop of the building (the "Facility") located at the Property, by \_\_\_\_\_, as provider ("Provider"), under the terms of an Energy Services Agreement, dated \_\_\_\_\_, 2023, by and between Provider and SFCHC (the "ESA") and in compliance with the plans for the System attached to this Letter Agreement as Exhibit A (the "Plans"). Provider and SFCHC agree not to make material changes to the Plans, or any other Alterations under the Lease, without the City's further consent, not to be unreasonably withheld.

The parties to this Letter Agreement (the "Parties") agree that the System and all components thereof are and shall remain at all times the personal property of Provider and shall not attach to or be deemed a part of, or a fixture of, the Facility or the Property, notwithstanding the manner in which the System or components thereof are or may become affixed to the Facility or Property. The Parties further acknowledge and agree that Provider is and shall remain at all times the legal and beneficial owner of the System, and the City and SFCHC hereby disclaim and waive any and all interest or liens in the System. The Parties will sign a disclaimer that includes the provisions

**ATTACHMENT "A"**  
**CONTRACT NO. 2133**

of this paragraph, in form agreed to by the Parties (the "Disclaimer"), and Provider may record the Disclaimer in the applicable land records where the Property is located at its cost with a recordation copy of the Disclaimer to be delivered to the City c/o the City Manager.

Upon the expiration or earlier termination of the Lease, the ESA shall automatically terminate and Provider will promptly remove the System from the Facility and repair any damage to the Facility or Property as a result of such removal of the System, at Provider's expense. SFCHC and the City will give Provider reasonable access to the Property to perform the foregoing removal. (For avoidance of doubt, (i) as between Provider and SFCHC, the foregoing is not intended to modify the allocation between Provider and SFCHC under the ESA of responsibilities with respect to removal of the System and (ii) in the event SFCHC has exercised its option under the ESA to purchase the System, the foregoing removal and repair obligations shall apply to SFCHC and not Provider.)

Throughout the term of the ESA, Provider and SFCHC will maintain comprehensive general liability insurance and property insurance as required to be maintained by them under the ESA. Provider will name the City as an additional primary insured on its liability policy without offset against the City's liability insurance. Provider will provide the City with certificates of insurance required to be carried hereunder on request.

Provider shall not directly or indirectly cause, create, incur, assume, or suffer to exist any lien on or with respect to the Property or any interest therein. If Provider breaches its obligations under this paragraph, it will immediately notify the City in writing, shall promptly cause such lien to be discharged and released of record or bonded off without cost to the City, and shall indemnify the City against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

Provider and SFCHC (each an "Indemnifying Party") each agree to indemnify, defend, and hold harmless the City, including its officials, employees, agents and volunteers and their successors and assigns (the "Indemnified Parties"), from and against any and all liabilities, claims, suits, losses, damages, costs and expenses, including reasonable legal fees and court costs ("Losses"), incurred by or on behalf of any of the Indemnified Parties arising out of, resulting from or in connection with any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person, related to the installation or operation of the System at the Facility and Property. Each Party shall give prompt notice to the other Parties of any claim instituted against it that may affect the other Parties. Notwithstanding the foregoing, the indemnity provided under this paragraph shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an Indemnified Party.

This Letter Agreement shall not operate to grant any ownership or leasehold interest in the Property or Facility to Provider or any third party acting by or on behalf of Provider or be construed as a waiver by the City of any of the terms or provisions of the Lease.

**ATTACHMENT "A"**  
**CONTRACT NO. 2133**

The installation and operation of the System shall be subject to the terms of the Lease regarding use, alterations, maintenance and repairs. While it is the determination by the City, SFCHC and Provider that the System is not an Improvement Work within the meaning of the Lease and therefore not subject to the payment of prevailing wages, if, as a result of a determination issued by the Department of Industrial Relations or by any decision of an administrative hearing officer or court of competent jurisdiction, the Improvement Work, or any portion of it, is determined to have been subject to the payment of prevailing wages, SFCHC and Provider, jointly and severally, shall indemnify, defend and hold harmless the City for the payment of any fines assessed to City and any wages payable to laborers who worked on the Improvement Work.

In the event of any conflict or inconsistency as between the provisions of the Lease and the provisions of the ESA, the Disclaimer or this Letter Agreement, the provisions of the Lease shall govern and control. In the event of any conflict or inconsistency as between the provisions of this Letter Agreement and the provisions of the ESA or the Disclaimer, the provisions of the Letter Agreement shall govern and control.

The Parties have indicated their agreement to and acceptance of the provisions of this Letter Agreement by their signatures in the space provided below.

Sincerely,

CITY OF SAN FERNANDO, a California  
municipal corporation

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED AND AGREED TO:**

SAN FERNANDO COMMUNITY HOSPITAL,  
a California nonprofit public benefit corporation  
d/b/a SAN FERNANDO COMMUNITY HEALTH CENTER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Exhibit A

Plans for System

Return after recording to:

c/o Collective Energy Development, LLC  
605 Pope Lane  
Ojai, California 93023

**DISCLAIMER**

This Disclaimer (this "**Agreement**") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**") by and among the CITY OF SAN FERNANDO, a California municipal corporation ("**Property Owner**"), SAN FERNANDO COMMUNITY HOSPITAL, a California nonprofit public benefit corporation d/b/a SAN FERNANDO COMMUNITY HEALTH CENTER ("**Tenant**") and \_\_\_\_\_, a \_\_\_\_\_ ("**Provider**"). Property Owner, Tenant and Provider may be referred to hereinafter collectively as the "**Parties**".

**Recitals**

**A.** Property Owner owns the real, improved property including a building (the "**Facility**") located at 732 Mott Street, San Fernando, California 91340, more particularly described in the legal description attached as Exhibit \_\_ (the "**Property**") and Tenant is the sole tenant of the Facility and Property under the terms of a Lease, dated November 19, 2018, by and between Property Owner and Tenant (as it may be amended and/or extended, the "**Lease**").

**B.** Tenant and Provider have entered into an Energy Services Agreement, dated \_\_\_\_\_, 2023 (the "**ESA**") under the terms of which Provider will arrange for the installation, operation and maintenance of a solar energy generation system and related equipment (the "**System**") on the rooftop of the Facility and sell to Tenant, and Tenant will purchase from Provider, the electricity and services generated by the System.

**C.** City has consented to the installation and operation of the System at the Facility and Property under and in accordance with that certain document entitled "\_\_\_\_\_" (the "**Letter Agreement**") dated \_\_\_\_\_.

**D.** The execution and recording of this Agreement is a requirement of the ESA.

**NOW THEREFORE**, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby ratify and confirm the above recitals and covenant and agree as follows:

**1. DISCLAIMER**

Property Owner and Tenant acknowledge and agree that the System and all components thereof are and shall remain at all times the personal property of Provider and shall not attach to or be deemed a part of, or a fixture of, the Facility or the Property. Subject to the terms of the Letter Agreement, Property Owner and Tenant further agree that the System and all components thereof do not constitute an "Improvement Work" under the Lease, notwithstanding the manner in which the System or components thereof are or may become affixed to the Facility or Property. Property Owner and Tenant hereby further acknowledge and agree that Provider is and shall remain at all times the legal and beneficial owner of the System and Property Owner and Tenant hereby disclaim and waive any and all interest or liens in the System.

**2. PROPERTY OWNER COVENANTS**

In the event that the Lease expires or is terminated for any reason, Property Owner shall grant Provider access to the Facility and Property as Provider deems necessary, upon reasonable notice by Provider to Property Owner prior to entering the Property or Facility, in order for Provider to exercise its rights under the ESA, including without limitation the right to remove the System from the Facility and Property, and Property Owner shall not take any action that will impair or impede the exercise by Provider of any right or remedy pertaining to the System hereunder, under the ESA or otherwise.

**3. MISCELLANEOUS**

This Agreement shall be binding upon Property Owner and Tenant and their respective successors and assigns and shall benefit Provider, its successors and assigns, and any purchasers of the System or of Provider. This Agreement shall remain in effect for the duration of the ESA. The provisions of this Agreement shall be self-operative; however, Property Owner and Tenant agree to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to choice of law provisions, and may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

*[Signature Page to Follow]*

**EXECUTED** as a sealed instrument as of the Effective Date set forth above.

**PROPERTY OWNER:**

CITY OF SAN FERNANDO, a California  
municipal corporation

**TENANT:**

SAN FERNANDO COMMUNITY HOSPITAL,  
a California nonprofit public benefit  
corporation d/b/a SAN FERNANDO  
COMMUNITY HEALTH CENTER

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PROVIDER:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

[ADD CALIFORNIA FORM NOTARIES FOR ALL PARTIES]





## ENERGY SERVICES AGREEMENT

This Energy Services Agreement (the “**Agreement**”) is effective and made as of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) by and between Collective Energy Development, LLC, a Delaware limited liability company (“**Seller**”), and San Fernando Community Hospital, a California nonprofit public benefit corporation d/b/a San Fernando Community Health Center (“**Host**”). Each of Seller and Host may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

A. Seller is in the business of developing, arranging the installation of, and operating solar energy and energy storage facilities for nonprofit organizations.

B. Host is the tenant of the premises located at 732 Mott Street, San Fernando, California 91340 (the “**Site**”) and the building located thereon (the “**Facility**”), under the terms of a Lease, dated November 19, 2018, by and between City of San Fernando, a California municipal corporation, as Lessor (“**Lessor**”) and Host, as Lessee, as more particularly described in **Exhibit A** attached hereto.

C. Host desires that Seller (i) install a solar energy generation system, which may include battery energy storage, and related equipment (the “**System**”) on the roof top of the Facility and/or other locations at the Site, and (ii) sell to Host all of the electricity and services generated and otherwise provided by the System (the “**Energy Storage Services**”).

D. The Site and Facility and planned location of the System at the Site are shown on the plan attached hereto as **Exhibit B** (the “**Plan**”) and the System is described in **Exhibit C** attached hereto.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

#### 1. Installation of System

1.1 Description of System. Subject to the terms and conditions of this Agreement, Seller agrees to arrange for the installation of the System on the Facility and at the Site in the approximate location shown on the Plan, subject to adjustment by Seller. At its request, Host shall have the opportunity to review the preliminary construction plans and designs for the System prepared by Seller.

1.2 Installation Work. Host understands and acknowledges that Seller is the developer and planned owner of the System and not a licensed contractor. As developer and owner of the System, Seller shall contract with a licensed installer and other contractors to install the System and perform the related installation work at the Facility and Site between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes interference with the use of the Facility by Host, to the extent commercially practical.

1.3 Compliance with Law. Seller will comply with all applicable laws relating to the installation of the System, and will be responsible for compliance with all applicable laws by any contractors that Seller may use in connection with the installation of the System.

1.4 Permits. Seller will undertake commercially reasonable efforts to obtain any building permit or other governmental approval or permit that is required in connection with the installation of the System at the Site (collectively, “**Permits**”), and Host will cooperate with and provide assistance to Seller in applying for and obtaining such required Permits, including without limitation, signing applications for Permits in Host’s name as and when requested by Seller.

1.5 Installation Timing. Seller will use commercially reasonable efforts to cause the installation of the System at the Site to begin after the required Conditions to Installation (as defined below) are satisfied and will use commercially reasonable efforts to cause the completion of the installation of the System at the Site by the Anticipated Installation Completion Date. Notwithstanding any provision herein to the contrary, at any time prior to commencement of installation of the System, Seller may terminate this Agreement with notice to Host if all Conditions to Installation have not been met, as reasonably determined by Seller.

1.6 Interconnection of System. Seller will use commercially reasonable efforts to obtain any consent, permission to operate, or interconnection rights from the utility providing electric service to the Site (the “**Utility**”), as may be required in connection with the installation of the System at the Site (“**Utility Approvals**”), and Host will cooperate with and provide assistance to Seller in applying for and obtaining such required Utility Approvals, including without limitation, signing applications for Utility Permits in Host’s name as and when requested to do so.

1.7 Installation Updates. Seller will provide reasonable periodic updates to Host regarding the status of the installation of the System at the Site, and will provide reasonable advance notice to Host of the date on which the System will be operational (the “**Commercial Operation Date**”).

1.8 Liens. Seller shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanic’s, labor or materialman’s lien), charge, security interest, encumbrance or claim of any nature (“**Liens**”) to be recorded against the Site or any interest therein, in each case to the extent such Lien arises from or is related to Seller’s performance or non-performance of its obligations hereunder. If Seller becomes aware of any such Lien, it shall (i) immediately notify Host and (ii) promptly cause such Lien to be discharged and released of record without cost to Host, provided that, Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment sufficient to remove and discharge such lien of record from title to the Facility and Site.

1.9 Temporary Storage Space During Installation or Removal. Host shall supply Seller with reasonably sufficient space at the Facility and the Site for the temporary storage and staging of tools, materials, and equipment by Seller and for the parking of construction crew vehicles and temporary construction facilities reasonably necessary during the installation, repair and removal of the System.

1.10 Conditions to Installation. The obligations of Seller to install the System at the Site and to sell electricity generated by the System to Host pursuant to this Agreement are subject to the prior satisfaction, as reasonably determined by Seller, of each of the following conditions precedent (collectively, the “**Conditions to Installation**”): (i) Seller or its contractors shall have inspected the Facility and the Site and been reasonably satisfied that the physical structure and integrity of the roof of the Facility and the Facility itself can safely and adequately accommodate the Facility and all structural, electrical and engineering requirements and components thereof; (ii) all Permits shall have been obtained for the

installation of the System at the Site; (iii) all Utility Approvals shall have obtained from the Utility for installation and operation of the System (other than any permission to operate that is granted after construction); (iv) Host shall have provided to Seller proof of insurance for all insurance required to be maintained by Host pursuant to this Agreement; (v) Seller shall have received binding commitments from its primary contractors and suppliers for the purchase of the equipment comprising the System and the installation of the System at the Site; (vi) Seller shall have secured financing for the System on terms acceptable to Seller; and (vii) no default by Host hereunder shall have occurred and be continuing and Seller shall have received reasonably satisfactory evidence thereof. Notwithstanding any provision herein to the contrary, Host acknowledges and agrees that it is satisfied that the physical structure and integrity of the roof of the Facility and the Facility itself is suitable to safely and adequately accommodate the System and all structural, electrical and engineering requirements and components thereof and that Host is not relying on any representation or warranty of Seller in connection therewith, and Host shall hold Seller harmless from any and all Losses (as defined below) arising from any failure of the Facility, including without limitation the roof thereof, to safely and adequately hold and accommodate the System. The foregoing provision shall survive the expiration or earlier termination of this Agreement.

1.11 Title to the System. Throughout the duration of the Agreement, Seller shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Site. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will use reasonable commercial efforts to place all parties now or hereafter having or acquiring an interest in or lien upon the real property comprising the Site on notice of Seller's ownership of the System and the legal status or classification of the System as personal property. Upon or immediately following the Effective Date, Host shall obtain and deliver to Seller a fully executed Consent and Disclaimer, in the form attached hereto as **Exhibit D** (the "**Consent and Disclaimer**"), in recordable form, which Seller may file in the office where real estate records are customarily filed in the jurisdiction of the Facility. Host shall also obtain and deliver to Seller a signed Consent and Disclaimer, in recordable form, from the holder of every mortgage or fixture filing now or hereafter recorded or filed against the Facility and/or Site, which Seller may file in the office where real estate records are customarily filed in the jurisdiction of the Facility, with such changes to the form as Seller may reasonably request.

## 2. Sale of Electricity and Other Energy Services

2.1 Purchase and Sale. Starting on the Commercial Operation Date and continuing through the remainder of the Term (as defined below), (i) Host will take delivery of and purchase from Seller, and Seller will make available and sell to Host, all of the electricity generated by the Solar System (as defined in **Exhibit C**) at the price specified therefor in **Exhibit A** and (ii) in the event the System includes a battery energy storage system, Host will purchase from Seller, and Seller will make available and sell to Host, energy services provided by the BESS (as may be defined in **Exhibit C**) at the price specified therefor in **Exhibit A**.

2.2 Metering of Electricity. The quantity of electricity delivered shall be the amount of electricity generated by the Solar System and delivered to Host at, and as measured in whole kilowatt-hours (kWh) by, a revenue quality production meter installed and owned by Seller as part of the System (the "**Delivery Point**").

2.3 Invoices. Each month, Seller shall invoice Host for the amounts owing by Host under this Agreement with respect to the prior month. Such monthly invoice shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point during such billing period, (ii) the rates applicable to, and charges incurred by, Host under this Agreement during such billing period, and (iii) the total amount due from Host pursuant to such invoice. All amounts due under this Agreement shall be due

and payable within thirty (30) days from the date of the applicable invoice. All payments shall be made via electronic means pursuant to instructions provided by Seller from time to time. Any undisputed portion of an invoice amount not paid within the thirty-day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the current prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

2.4 Title. Title to electricity generated by the Solar System will pass from Seller to Host at the Delivery Point (as defined below). If requested by Seller, Host agrees to provide Seller with copies of any electric utility bills it receives relating to the Facility (or, at Seller's request, if feasible, arrange for Seller to have electronic access to Host's electric utility account data).

2.5 Taxes. Host shall promptly pay (or reimburse Seller for) all Taxes (as defined below) that are assessed on or against the generation, sale, delivery, or consumption of electricity produced by the System, and all real and personal property taxes assessed against the Site, Host's personal property and fixtures located on or about the Site and the System (including without limitation, any increases to property taxes assessed against the Site resulting from installation of the System at the Site). For purposes of this Agreement, the term "**Taxes**" means any federal, state, local, tribal or Utility ad valorem, property, occupation, generation, privilege, sales, use consumption, excise, transaction and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity or energy services under this Agreement, which shall be Seller's responsibility. The Parties agree to cooperate to minimize Taxes assessed against or attributable to the System.

2.6 System Attributes and System Incentives. Host's purchase of electricity produced or energy services provided by the System shall not include System Attributes (as defined below) or System Incentives (as defined below) attributable to the System, the production of electricity from the Solar System, or storage and discharge of electricity from the BESS, or the capacity of the System, each of which shall be owned by Seller unless and until Host becomes the owner of the System following its exercise of the Purchase Option (as defined below) in accordance with the terms of this Agreement. Host disclaims any right to any such System Attributes or System Incentives prior to becoming the owner of the System, and shall, at the request of Seller, execute and deliver to any document or certificate and take any reasonable action to assist Seller to qualify for, collect, obtain, sell, retire, participate in markets or programs relating to, or otherwise derive value from, any and all such System Attributes and System Incentives. For the purposes of this Agreement, "**System Attributes**" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products, and "**System Incentives**" shall mean any and all credits (including any federal investment tax credit or production tax credit), rebates, subsidies, payments and other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits or other electricity grid benefits of using the System, or other similar programs available from the local utility, any other regulated entity, the manufacturer of any part of the System or any governmental authority. However, System Attributes excludes any net metering credits that accrue to Host for net excess electricity delivered to the Utility. If any System Attribute or System Incentive may be claimed only by Host, then, at Seller's request and at Seller's expense, Host shall take such actions as may be reasonably necessary from time to time to do so, and any resulting financial benefit shall be provided to Seller for so long as Seller remains the owner of the System.

### 3. **Host Additional Obligations**

3.1 Access Rights. Host grants to Seller and to Seller's agents, employees, and contractors an irrevocable, non-exclusive license (the "**License**") for access to, on, over, under and across the Facility and the Site for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing,

removing, and replacing the System, (b) performing all Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and (c) installing, using, and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Host's electric system at the Facility and/or the electric utility's electric distribution system or that otherwise may be from time to time useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Host prior to entering the Facility, except in situations where there is an emergency or imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred twenty (120) days following the date of the expiration or termination of this Agreement (the "**License Term**"). During the License Term, Host shall ensure that Seller's rights under the License and Seller's access to the Facility and the Site are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. Host represents and warrants to Seller that it has the full right, power and authority to grant the License to Seller hereunder and that the grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Host or the Site or Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Host is bound or that affects the Site or Facility. Without limiting the foregoing, Host represents and warrants to Seller that it has obtained all required consents from Lessor, as owner of the Site and Facility, necessary to grant the License and enter into and perform its obligations under this Agreement. Host shall maintain the Lease in full force and effect for the duration of the Term and shall provide Seller immediate written notice of (i) its receipt of any notice of eviction from the Site or Facility, (ii) its receipt or issuance of any notice of termination of the Lease or (iii) its failure to exercise by the deadline therefor any right to extend the Lease as needed to maintain the Lease for the duration of the Term, any one of which shall automatically be and be deemed an Event of Default (as defined below) of Host hereunder. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

3.2 Maintenance of the System. During the Term, Seller shall cause the System to be maintained in good condition and repair in accordance with this Section by a third party service provider under the terms of an operation and maintenance agreement (the "**O&M Agreement**"), except for any repairs or maintenance resulting from Host's negligence, willful misconduct or breach of this Agreement, for which Host shall be responsible. If the System requires repairs for which Host is responsible, Host shall pay Seller for diagnosing and correcting the problem at Seller's or Seller's contractors' then-current standard rates. At Host's request, Seller shall take reasonable actions to enforce any warranties in connection with the System, and Host shall reasonably cooperate with Seller's efforts. Host will provide access at all times requested for the third party service provider under the O&M Agreement in order for such service provider to access the System to provide its services, shall ensure that the System remains interconnected to the local utility grid at all times and will not permit cessation of the electric service to the System from the local utility. Without limiting the generality of the foregoing, Host is fully responsible for the maintenance and repair of the Facility's electrical system and all of Host's equipment that utilizes the System's outputs. Notwithstanding anything to the contrary herein, Seller shall be entitled to temporarily suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement, provided that, Seller shall use commercially reasonable efforts to minimize any interruption in service to Host.

3.3 Maintenance of the Facility. Host shall, at its sole cost and expense, maintain the Facility in good condition and repair, provided, however, that Host shall not make any alterations or repairs to the Facility (including the roof of the Facility) which may adversely affect the operation of the System or of any warranties relating to any components of the System without Seller's prior written consent. If Host wishes to make such alterations or repairs to the Facility, Host shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller (or one of its contractors) an opportunity to advise Host in making such alterations or repairs in a manner that avoids or minimizes damage to the System, but notwithstanding any



such advice, Host shall be responsible for all damage to the System caused by Host or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alteration or repairs, such work and any re-installation of the System after completion of Host's alterations and repairs shall be done by Seller or its contractors at Host's cost and expense, and Host shall also compensate Seller for all lost revenues related to such disconnection or removal. All of Host's alterations and repairs of the Facility shall be done in a good and workmanlike manner and in compliance with all applicable laws, codes, and permits, without causing damage to the System and in a manner that minimizes interruptions to the operation of the System and loss of electricity generated therefrom.

3.4 Prevention and Notice of Damage or Emergency. Host will not conduct activities on, in or about the Facility or System that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the System. Host shall (i) promptly notify Seller if it becomes aware of any damage to or loss of the use of the System, any material malfunction in the operation of the System, an interruption in the supply of electrical energy from the System, or any event or circumstance that could reasonably be expected to adversely affect the System and (ii) immediately notify Seller if it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System, or the Facility. Host and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

3.5 Liens. Host shall not directly or indirectly cause, create, incur, assume, or suffer to exist any Lien on or with respect to the System or any interest therein. If Host breaches its obligations under this Section, it shall immediately notify Seller in writing, shall promptly cause such Lien to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

3.6 Consents and Approvals. Host shall comply with all applicable law in connection with providing Seller with access to the Facility and in performing its obligations under this Agreement. Host shall ensure that any authorizations required in order to enter into this Agreement and make the Facility available to Seller for the purposes of this Agreement, are obtained or provided in a timely manner. Host represents and warrants to Seller that neither the execution and delivery of this Agreement by Host nor the performance of its obligations hereunder conflicts with, or results or will result in a breach of, any agreement or obligations to which Host is a party or by which Host or the Site or Facility is bound. Host further represents and warrants to Seller that all information provided by Host to Seller about the Site and Facility is accurate in all material respects.

3.7 Access to Sunlight. Host will take all reasonable actions as necessary to prevent other buildings, structures, equipment (including without limitation HVAC equipment installed on the roof of the Facility) or flora from overshadowing or otherwise blocking access of sunlight to the Solar System, including but not limited to trimming and removing trees and plants overshadowing or otherwise blocking such access of sunlight.

3.8 Hazardous Materials at the Site. Host represents and warrants to Seller that Host has no knowledge of any substance, chemical or waste on or affecting the Facility or the Site identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, a "**Hazardous Substance**"). Notwithstanding any provision contained in this Agreement to the contrary, Host will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered at the Facility or the Site. Host shall indemnify, defend, and hold harmless Seller from any and all claims relating to any Hazardous Substance or environmental condition present on or affecting the Facility or the Site prior to or on or after the Effective Date, except for

releases of a Hazardous Substance by Seller or its contractors on the Site during the Term in violation of applicable law. Neither Party nor its contractors will introduce or use any Hazardous Substance on the Site in violation of any applicable law, and each Party will indemnify, defend, and hold harmless the other Party from and against all claims arising out of any breach of this sentence. The indemnity obligations under this Section will survive expiration or termination of this Agreement.

3.9 Casualty. If the Facility or System is damaged or destroyed as a result of any casualty event, Host shall exercise commercially reasonable efforts to repair and rebuild the Facility so as to return it to its condition prior to such damage or destruction, including without limitation, using all insurance proceeds received by Host following such damage or destruction to accomplish the foregoing, and Seller shall exercise commercially reasonable efforts to repair and rebuild the System so as to return it to its condition prior to such damage or destruction, including without limitation, using all insurance proceeds received by Seller following such damage or destruction to accomplish the foregoing. Notwithstanding the foregoing, if the Facility or System is damaged or destroyed and it is not economically viable for Seller to repair and restore the System, as determined by Seller in its sole discretion, then Seller may elect to terminate this Agreement upon written notice to Host.

3.10 Security; Notice. Host shall be responsible for using commercially reasonable efforts to maintain the physical security of the Site, the Facility and the System.

#### 4. Term and Purchase Option

4.1 Term. The initial term of this Agreement (the “**Initial Term**”) will start on the Effective Date of this Agreement and will end on the Initial Term Expiration Date set forth in **Exhibit A**. Upon expiration of the Initial Term, the Parties may mutually agree to extend this Agreement for an additional period of time (a “**Renewal Term**” and together with the Initial Term, the “**Term**”). Without limiting the foregoing, upon expiration of the Initial Term, Host shall have the right to extend this Agreement as may be specified in **Exhibit A**.

4.2 Host Options at End of Term. Not later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, Host shall notify Seller in writing whether it intends at the expiration of such term to (i) renew the Term in accordance with any Host renewal right set forth in Section Article 4 and **Exhibit A** (the “**Renewal Option**”), or (ii) purchase the System in accordance with Section 4.3 (the “**End-of-Term Purchase Option**”), or (c) terminate the Agreement (the “**Termination Option**”); provided that, Host may only exercise the Renewal Option or the End-of-Term Purchase Option so long as no default under this Agreement has occurred and is then continuing. If Host does not timely provide such notice and no default has occurred that is continuing and Host has a Renewal Option, Host shall be deemed to have elected the Renewal Option. If Host does not timely provide such notice and is not deemed to exercise the Renewal Option, Host shall be deemed to have elected the Termination Option. If Host elects or is deemed to have elected the Termination Option, Seller will promptly remove the System from the Site and Host shall bear all costs incurred by Seller in removing such equipment.

4.3 Purchase Option. On or after the sixth (6<sup>th</sup>) anniversary of the Commercial Operation Date upon at least one hundred eighty (180) days’ notice to Seller, which notice may not be given prior to such sixth (6<sup>th</sup>) anniversary, Host may elect to purchase the System from Seller (the “**Mid-Term Purchase Option**”), provided that Host may only exercise such purchase option so long as no default under this Agreement has occurred and is then continuing. Alternatively, Host may exercise the End-of-Term Purchase Option in accordance with Section 4.2 of this Agreement. In either case, the purchase price for the System shall be an amount equal to the then-fair market value of the equipment as agreed by Host and Seller (the “**Purchase Option Amount**”). Such purchase shall be consummated as of the close of business on the closing date set forth in Host’s notice or on such other date the Parties may otherwise agree (the

**“Purchase Date”**). For purposes of this Agreement, the Parties agree that **“fair market value”** means the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System equipment and advances in solar and energy storage technology, provided that, prior to the expiration of the Initial Term, the installed System equipment shall be valued on an installed, in use, basis, and shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. If Host and Seller are not able to agree on the fair market value within thirty (30) days after Host has delivered its notice of exercise of Host’s purchase option (as such date may be extended by the Parties), then the fair market value will be determined by a qualified appraiser appointed by Seller and Host, and each Party shall bear one-half of the cost of obtaining the appraisal. Such appraiser shall act reasonably and in good faith to determine the fair market value and shall set forth such determination in a written opinion delivered to the Parties. After receiving the appraisal, if Seller chooses not to sell at the appraised value or Host chooses not to purchase at the appraised value, the Party choosing not to sell or purchase shall reimburse the other Party for its share of the appraisal costs. If Host elects to exercise an option to purchase the System, then on the Purchase Date Host shall pay to Seller (i) the Purchase Option Amount and all sales, use, value added and other taxes due thereon, plus (ii) any unpaid amount for electricity or other energy services delivered through such date, together with any other outstanding amount due under this Agreement. Upon payment of all sums specified in this Section, this Agreement shall terminate and Seller shall transfer its rights in the System to Host on an “as is, where is” basis without representation or warranty of any kind, and free and clear of any Lien created by Seller.

## 5. Insurance

5.1 Insurance Provided by Host. During the Term, Host shall maintain (i) comprehensive general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (ii) employer’s liability insurance with coverage of at least \$1,000,000, (iii) worker’s compensation insurance as required by law, and (iv) property (all-risk) insurance on the Facility and all of Host’s personal property in a commercially reasonable amount reasonably satisfactory to Seller. Seller shall be named as an additional insured under the comprehensive general liability insurance policy. The comprehensive general liability insurance shall be primary insurance as to Seller. Each insurance policy required hereunder shall include a waiver of subrogation clause. Prior to the commencement of work under this Agreement by Seller, Host shall furnish Seller with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the carrier will give Seller at least thirty (30) days’ prior notice of cancellation or material amendment of coverage (ten (10) days for nonpayment of premium). Host shall provide Seller with new certificates of insurance evidencing the renewal of coverage prior to the expiration of any policies required hereunder. Host shall also require all its contractors to carry commercial liability insurance in commercially reasonable amounts and other insurance required by law.

5.2 Insurance Provided by Seller. During the Term, Seller shall maintain (i) comprehensive general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate) (ii) worker’s compensation insurance as required by law, and (iii) property (all-risk) insurance on the Facility. Host shall be named as an additional insured under the comprehensive general liability insurance policy. The comprehensive general liability insurance shall be primary insurance as to Host. In addition, Seller shall require all subcontractor(s) performing installation of or maintenance on the System to maintain (i) employer’s liability insurance with coverage of at least \$1,000,000 and (ii) worker’s compensation insurance as required by law. Each insurance policy required hereunder shall include a waiver of subrogation clause. Prior to commencing work under this Agreement, Seller shall furnish Host with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the carrier will give Host at least thirty (30) days’ prior notice of cancellation or material amendment of



coverage (ten (10) days for nonpayment of premium). Seller shall provide Host with new certificates of insurance evidencing the renewal of coverage prior to the expiration of any policies required hereunder.

## 6. Default; Remedies; Damages

6.1 Default. Each of the following shall be an “**Event of Default**” under this Agreement: (i) failure of a Party to pay any amount due and payable under this Agreement which is not cured within ten (10) days following written notice sent by the other Party (the “**Non-Defaulting Party**”) of such failure to pay (“**Payment Default**”); (ii) failure of a Party to substantially perform any other material obligation under this Agreement which is not cured within thirty (30) days following written notice sent by the Non-Defaulting Party demanding such cure, provided that, such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Event of Default, provided that, (a) the defaulting Party initiates such cure with the initial thirty (30) day period and continues such cure to completion within ninety (90) days, and (b) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Event of Default; (iii) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice sent by the Non-Defaulting Party demanding such cure; (iv) Host permanently loses its rights to occupy and enjoy the Site and Facility (except where Host has assigned this Agreement to a new owner or tenant of the Site and Facility with Seller’s permission and otherwise in compliance with the requirements of Section 7.12); (v) a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such actions are not dismissed within ninety (90) days); or (vi) Host willfully, knowingly, or negligently prevents Seller from installing the System or fails to perform its obligations under this Agreement and such failure prevents the generation or delivery (or, as applicable, storage or discharge) of electric energy from the System.

6.2 Remedies. Upon the occurrence of an Event of Default, the Non-Defaulting Party may suspend performance of its obligations under this Agreement, terminate this Agreement upon notice to the Defaulting Party and pursue any other remedy hereunder, at law and in equity, all of which shall be cumulative and not exclusive. Without limiting the generality of the foregoing, upon termination of this Agreement by Seller following an Event of Default of Host, Host shall pay Seller on demand the applicable termination payment set forth in **Exhibit E** attached hereto as liquidated damages and not a penalty, the Parties acknowledging and agreeing that actual damages that would be suffered by Seller in the event of a Host Event of Default would be difficult to calculate and that the termination payments listed in **Exhibit E** constitute a reasonable approximation thereof.

6.3 Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 6, then following such termination, Seller shall, at the sole cost and expense of the defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System.

## 7. Miscellaneous

7.1 Notices. All notices, requests, demands and other communications under this Agreement must be given in writing and must be personally delivered, sent by electronic mail or sent by nationally recognized overnight mail courier service, to the addresses set forth on the signature page for each Party and shall be deemed given when delivered, if personally delivered, when receipt is confirmed, if delivered by email (provided that auto-confirmation shall not suffice) or the next business day following delivery to

the overnight mail courier service, if so sent. Either Party may change the address to which future notices should be sent by written notice to the other Party given in accordance with this Section.

7.2 Costs and Expenses. Except as otherwise provided in this Agreement, each Party will be responsible for all costs and expenses incurred in the performance of their activities and other duties under this Agreement. Notwithstanding the foregoing, in the event of any legal proceeding or action between the Parties arising in connection with this Agreement, the prevailing party in such proceeding or action shall be entitled to recover its reasonable attorney's fees and costs in addition to any other remedies and compensation.

7.3 Disclaimer of Warranties. SELLER MAKES NO WARRANTIES TO HOST UNDER THIS AGREEMENT WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES.

7.4 Limitation on Damages. Except as expressly provided herein, neither Party shall be liable to the other Party or any other Indemnified Party for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement, and except to the extent covered by Seller's insurance policies, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Host under this Agreement. The provisions of this Section 7.4 shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

7.5 Mutual Indemnity. Each Party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its employees, agents, officers and managers, members, contractors and affiliates (collectively, the "**Indemnified Party**") from and against any and all claims, suits, hearings, actions, damages, liabilities, fines, penalties, costs, losses or expenses, including reasonable attorneys' fees (collectively, "**Losses**"), incurred by such Indemnified Party to the extent arising from or out of any claim for or arising out of any injury or death of any third party or damage to property owned by any third party to the extent arising out of any intentional or negligent act or omission by such Indemnifying Party, its contractors, employees or agents in connection with this Agreement. Notwithstanding the foregoing, no Indemnifying Party shall be required to reimburse or indemnify any Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Indemnified Party and provided further that the foregoing indemnity shall not limit the right of Seller or its insurers to proceed against and collect insurance proceeds from Host's insurers to the extent any Losses are covered by Host's policies.

7.6 Mutual Representations. Each Party represents to the other that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and does not and shall not violate any law; and (iii) this Agreement is a valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

7.7 Confidential Information. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, licensed, copyrighted and/or technical information regarding the financing, design, operation and maintenance of the System ("**Confidential Information**") to the other or, if in the course of performing under the Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving party shall (i) protect

the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the performance of the Agreement. Notwithstanding the above, a Party may disclose or provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, attorneys and accountants (collectively, “**Representatives**”), provided, in each case, that such disclosure to such person is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by provisions that are substantially similar to these (except where the Representative is bound by professional ethical duties of confidentiality). In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of the Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving party’s need for it has expired or upon the request of the disclosing Party. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed by a governmental authority, under applicable law or pursuant to a validly issued subpoena or required filing, but a receiving party subject to any such requirement shall promptly notify the disclosing Party of such requirement; (iii) is independently developed by the receiving party; or (iv) becomes available to the receiving party without restriction from a third party under no obligation of confidentiality. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section by the receiving party or its Representatives or other person to whom the receiving party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section.

7.8 Relationship of the Parties. Nothing contained in this Agreement will be construed or deemed to create the relationship of a joint venture, partnership or employer and employee between Host and Seller. Each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed and resources used by such Party under this Agreement, except where it is specifically stated that the other Party must give approval or consent.

7.9 Status of Contract. The Parties wish to characterize this Agreement for income tax purposes as a services contract under Section 7701(e) of the Internal Revenue Code of 1986 and not a lease. Neither Host nor any party related thereto shall have the right or be deemed to operate the System for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code.

7.10 Force Majeure. Neither Party shall be liable to the other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure Event, which shall mean an event beyond the control of the Party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided; provided, that: (i) the Party affected by such Force Majeure Event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure Event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure Event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. Notwithstanding the foregoing to the contrary, no obligation to make any payment due under this Agreement shall be excused in whole or in part by a Force Majeure Event.

7.11 Entire Agreement. This Agreement and accompanying exhibits, agreements, instruments,

and schedules set forth the entire Agreement among the Parties hereto, and supersedes all prior or contemporaneous agreements or undertakings among the Parties pertaining to the subject matter hereof, and no change in, modification or addition to this Agreement will be valid unless set forth in writing signed by the parties to this Agreement.

7.12 Assignment; Financing Parties. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, Seller may, without the prior written consent of Host, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any party providing financing for the System, (ii) directly or indirectly assign this Agreement to an affiliate of Seller, (iii) collaterally assign this Agreement to any entity through which Seller is obtaining financing or capital for the System, and, (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Seller provided such party has a net worth and experience owning and operating solar facilities at least as great as Seller as demonstrated to Host's reasonable satisfaction (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee in writing delivered to Host). Host's consent to any assignment shall not be unreasonably withheld if Host has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. In addition and notwithstanding the foregoing, Host may assign this Agreement with Seller's prior written consent, not to be unreasonably withheld, to any person or entity that assumes Host's Lease of the Site and Facility, provided that the proposed assignee has an Investment Grade (as defined below) credit rating at the time of the assignment, provided that, Host will not be relieved of liability hereunder unless and until such permitted assignee has assumed all obligations of Host hereunder by written instrument delivered to Seller. "**Investment Grade**" means the assignee has a long-term issuer rating from Moody's or S&P of at least Baa3 from Moody's and/or at least BBB- from S&P. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.

7.13 Invalid Provisions. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.14 Survival. The provisions of Sections 3.1, Section 4, Section 6, Section 7 and Host's payment obligations hereunder will survive the expiration or termination of this Agreement, together with other provisions which by their terms survive.

7.15 Governing Law; Disputes. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law provisions. The Parties agree that any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between principals of the Parties, who shall use their respective good faith efforts to resolve such dispute. In the event that the Parties cannot resolve a dispute by informal negotiations, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the Parties shall request that the Los Angeles, California office of JAMS appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will each bear their own costs of the mediation. The mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, sole

venue for judicial enforcement shall be the Superior Court of California located in Ventura County, California. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

7.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which will constitute one agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**SELLER:**

**Collective Energy Development, LLC**

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

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

Its: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

**HOST:**

**San Fernando Community Hospital**  
d/b/a San Fernando Community Health  
Center

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

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

Its: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

*Signature Page to Energy Services Agreement*

**EXHIBIT A****ESA INFORMATION**

<b>Site</b>	Certain real, improved property more particularly described in a deed recorded [____], as Instrument No. [____], with the Office of the County Recorder of Los Angeles County, California (the “ <b>Site</b> ”)
<b>Facility</b>	The building located at the Site with a street address of 732 Mott Street, San Fernando, CA 91340 (the “ <b>Facility</b> ”)
<b>Anticipated Installation Completion Date</b>	50 days following the actual installation start date.
<b>Initial Term Expiration Date</b>	The Initial Term shall expire on the fifteenth (15 <sup>th</sup> ) anniversary of the Commercial Operation Date, if not terminated earlier in accordance with the terms of the Agreement.
<b>Host Renewal Right</b>	NA
<b>Price of Electricity from Solar System</b>	\$0.15 per kWh, escalating by 2% on each anniversary of the Effective Date

## EXHIBIT B

### THE PLAN





## EXHIBIT C

### DESCRIPTION OF SYSTEM

<b>Solar System (the “Solar System”) Nameplate Capacity</b>	105.86 kW DC
<b>Output Criteria</b>	120/208 volt, 3 phase, 60 Hz
<b>Solar System Capacity</b>	96.365 kW (CEC-AC rated)
<b>Modules</b>	(268 EA) 395w by Trina Solar TSM-395DC15(II)
<b>Inverters</b>	(1 EA) SE17.3kW and (1 EA) SE50kW inverter
<b>Monitoring System/Equipment</b>	SolarEdge
<b>Mounting Structure</b>	Ironridge BX 5 Degree
<b>Other Balance of System Items</b>	TBD

#### Module Detail:

Type: 395W Trina Solar Modules

Model Number(s): TSM-395DC15(II)

## EXHIBIT D

### CONSENT AND DISCLAIMER

Return after recording to:

Collective Energy Development, LLC  
605 Pope Lane  
Ojai, California 93023

### CONSENT AND DISCLAIMER

This Consent and Disclaimer (this “**Agreement**”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and among the CITY OF SAN FERNANDO, a California municipal corporation (“**Property Owner**”), SAN FERNANDO COMMUNITY HOSPITAL, a California nonprofit public benefit corporation d/b/a SAN FERNANDO COMMUNITY HEALTH CENTER (“**Tenant**”) and COLLECTIVE ENERGY DEVELOPMENT, LLC, a Delaware limited liability company (“**Provider**”). Property Owner, Tenant and Provider may be referred to hereinafter collectively as the “**Parties**”.

#### Recitals

**A.** Property Owner owns the real, improved property including a building (the “**Facility**”) located at 732 Mott Street, San Fernando, California 91340, more particularly described \_\_\_\_\_ (the “**Property**”) and Tenant is the sole tenant of the Facility and Property under the terms of a Lease, dated November 19, 2018, by and between Property Owner and Tenant (as it may be amended and/or extended, the “**Lease**”).

**B.** Tenant and Provider have entered into an Energy Services Agreement, dated \_\_\_\_\_ (the “**ESA**”) under the terms of which Provider will arrange for the installation of a solar energy generation system, which may include battery energy storage, and related equipment (the “**System**”) on the rooftop of the Facility and/or other locations at the Property and sell to Tenant, and Tenant will purchase from Provider, the electricity and services generated by the System.

**C.** The execution and recording of this Agreement is a requirement of the ESA.

**NOW THEREFORE**, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby ratify and confirm the above recitals and covenant and agree as follows:

#### 1. CONSENT AND DISCLAIMER

Property Owner hereby consents to the installation and operation of the System at the Facility and Property by or on behalf of Provider in accordance with the ESA. Property Owner and Tenant hereby acknowledge and agree that the System and all components thereof are and shall remain at all times the personal property of Provider and shall not attach to or be deemed a part of, or a

fixture of, the Facility or the Property notwithstanding the manner in which the System or components thereof are or may become affixed to the Facility or Property. Property Owner and Tenant hereby further acknowledge and agree that Provider is and shall remain at all times the legal and beneficial owner of the System and Property Owner and Tenant hereby disclaim and waive any and all interest or liens in the System.

## **2. PROPERTY OWNER COVENANTS**

In the event that the Lease expires or is terminated for any reason, Property Owner shall grant Provider any access to the Facility and Property as Provider deems necessary or desirable in order for Provider to exercise its rights under the ESA, including without limitation the right to remove the System from the Facility and Property, and Property Owner shall not take any action that will impair or impede the exercise by Provider of any right or remedy pertaining to the System hereunder, under the ESA or otherwise.

## **3. MISCELLANEOUS**

This Agreement shall be binding upon Property Owner and Tenant and their respective successors and assigns and shall benefit Provider, its successors and assigns, and any purchasers of the System or of Provider. This Agreement shall remain in effect for the duration of the ESA. The provisions of this Agreement shall be self-operative; however, Property Owner and Tenant agree to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to choice of law provisions, and may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

*[Signature Page to Follow]*

**EXECUTED** as a sealed instrument as of the Effective Date set forth above.

**PROPERTY OWNER:**

CITY OF SAN FERNANDO, a California  
HOSPITAL,  
municipal corporation

**TENANT:**

SAN FERNANDO COMMUNITY  
  
a California nonprofit public benefit  
corporation d/b/a SAN FERNANDO  
COMMUNITY HEALTH CENTER

By: \_\_\_\_\_  
\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
\_\_\_\_\_  
Name:  
Title:

**PROVIDER:**

COLLECTIVE ENERGY DEVELOPMENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_  
Name:  
Title:

[ADD CALIFORNIA FORM NOTARIES FOR ALL PARTIES]

**EXHIBIT E**

**TABLE OF TERMINATION PAYMENTS**

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Julian J. Venegas, Director of Recreation and Community Services  
Maria Calleros, Executive Assistant

**Date:** February 6, 2023

**Subject:** Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program

### RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the preparation and submittal of a grant application to the National Endowment for the Arts (NEA) for \$57,000 to support the Mariachi Master Apprentice Program (MMAP);
- b. Authorize the preparation and submittal of a grant application to the California Arts Council (CAC) for \$40,000 (two year grant) to support the Mariachi Master Apprentice Program (MMAP);
- c. Authorize the City Manager to accept the grants, if awarded;
- d. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- e. Upon full execution of all grant-related documents, authorize the City Manager to amend the appropriate Fiscal Year (FY) 2022-2023, 2023-2024, and 2024-2025 revenue and expenditure budgets to appropriate the grant funds.

### BACKGROUND:

1. Since 2001, the City has received grant funds annually from both the NEA and the CAC to support the City of San Fernando MMAP. Recipient of several awards at both the state and national level, MMAP continues to reflect a positive image on the City.

**Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program**

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2. On December 12, 2022, staff received notice from NEA that the FY 2024-2025 grant application period was open.
3. On December 19, 2022, staff received notice from the CAC that the FY 2022-2025 grant application (two-year grant) period was open.

**ANALYSIS:**

Mariachi Master Apprentice Program (MMAP).

MMAP connects Grammy award-winning mariachi masters with young music students to preserve the mariachi music genre. Mariachi Los Camperos provides instruction on traditional mariachi instruments: violins, guitars, guitarrones, vihuelas, trumpets, and folk harp. The students and instructors experience exemplary artworks at international mariachi conferences and workshops throughout California and the southwest. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles and represent the City as cultural arts ambassadors.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. These outcomes are in accordance with the California Department of Education Music Standards.

National Endowment for the Arts (NEA).

Established by Congress in 1965, the NEA is the independent federal agency providing funding support that gives Americans the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. Through partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector, the NEA supports arts learning, affirms and celebrates America's rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community across America.

The NEA "*Grants for Arts Projects*" is the principal grants program for organizations based in the United States. The arts are a powerful and important part of what unites us and celebrate our differences while connecting us through shared experiences. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning the arts at all stages of life, and the integration of the arts into the fabric of community life.

## Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program

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The NEA “*Grants for Arts Projects*” generally range from \$10,000 to \$100,000 and support the creation of art that meets the highest standards of excellence, public engagement with diverse and excellent art, lifelong learning in the arts, and the strengthening of communities through the arts. The San Fernando MMAP project generally receives an average of \$45,000 per year in NEA funding and has received over \$1 million since the program's inception. Grant funds pay for artist instructor fees, travel to conferences, and project support. The deadline to submit for the NEA grant funding cycle for FY 2024-2025 is February 21, 2023.

### California Arts Council (CAC).

The CAC “*Creative Youth Development*” program (formerly Youth Arts Action) is rooted in the CAC’s belief that arts learning is an essential tool for healthy human development and that it should be available to all young people throughout California. The CAC envisions that all of California’s young people are provided with meaningful, culturally responsive arts-learning experiences so that they can reach their full potential.

The Creative Youth Development Grant program awards up to \$40,000 for a two-year grant cycle (\$20,000 per year). The grant activity period will be from April 1, 2023 to March 31, 2025. Usually, the CAC grant program requires a dollar-for-dollar match with non-state funds. Historically, the City has matched the CAC awards with General Funds and Federal NEA funds. However, the Creative Youth Development Grant does not have a match requirement, but staff recommends that the City continue supporting the MMAP with the \$12,000 annual allocation to the program.

### **BUDGET IMPACT:**

#### Sources of MMAP Funding.

The proposed Budget for MMAP in Fiscal Years 2022-2023 and 2023-2024 is approximately \$129,950 per year. The NEA grant provides funding to support 45% of all program costs, while the CAC grant supports 15% of the cost. The Source of MMAP funding table lists all funding sources for the program.

<b>Source of MMAP Funding</b>		
NEA Grant	\$57,000	44%
CAC- State	\$20,000	15%
Donations/Honorariums	\$6,000	5%
City of San Fernando	\$12,000	9%
In Kind	\$34,950	27%
<b>Total Project Budget</b>	<b>\$129,950</b>	

The grant disbursement timeline for the California Arts Council will be for the FY 2022-2023 and FY 2023-2024 (Grant Activity Period April 1, 2023 – March 31, 2025). The City funding support for

**Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program**

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the Mariachi Master Apprentice Program will continue to be \$12,000 in FY 2022-2023. The grant disbursement timeline for the National Endowment for the Arts grant will be for FY 2024-2025.

**CONCLUSION:**

It is recommended that the City Council authorize staff to prepare and submit a grant application to the National Endowment for the Arts and to the California Arts Council to support the Mariachi Master Apprentice Program, and if awarded, authorize the City Manager to accept the grant funds, execute all related grant documents, and amend FY 2022-2023, 2023-2024 and FY 2024-2025 revenue and expenditure budgets to appropriate the grant funds.



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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** February 6, 2023

**Subject:** Consideration to Approve a Professional Services Contract with Ron's Maintenance Incorporated for Catch Basin Cleanout Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Contract (Attachment "A" – Contract No. 2136) with Ron's Maintenance Incorporated for an annual cost of \$34,384 for the cleaning of the City's catch basins for a five (5) year term, with a City option to renew for two (2) additional years;
- b. Approve a ten percent (10%) contingency of \$3,438 to cover additional cleanings requested by the City; and
- c. Authorize the City Manager to execute the contract and any related documents.

### BACKGROUND:

1. On April 17, 2017, G2 Construction was awarded a five-year contract (three-year term with two one-year options to renew) for catch basin cleaning; contract expired July 1, 2022.
2. On April 8, 2022, the Los Angeles County Department of Public Works (LACDPW) sent out a Notice of Invitation for Bids for Catch Basins Cleanout Services (Attachment "B").
3. On October 4, 2022, the County of Los Angeles Board of Supervisors awarded seven service contracts for on-call catch basins cleanout services (Attachment "C") with one of the contracts awarded to Ron's Maintenance Incorporated (RMI).
4. On October 17, 2022, LA County Contract Number 003632 (Exhibit "A" to Attachment "A") between Los Angeles County Flood Control District (LACFCD) and RMI for On-Call Catch Basin Cleanout Services was fully executed.

**Consideration to Approve a Professional Services Contract with Ron's Maintenance Incorporated for Catch Basin Cleanout Services**

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**ANALYSIS:**

As part of the mandate from the State Water Resource Control Board (SWRCB), all public agencies are subject to the requirements of the Municipal Separate Storm Sewer System (MS4) Permit. Per the MS4 Permit, the City is subject to the Los Angeles River Trash Total Maximum Daily Load (TMDL) and must comply with the TMDL provisions of zero trash discharged to the LA River and its tributaries. Additionally, per the Public Agency Activities Program of the 2021 National Pollutant Discharge Elimination System (NPDES) Permit, each Permittee is required to implement Best Management Practices (BMPs) to control the discharge of pollutants to the MS4. These include maintenance such as litter and debris removal of City-owned facilities and catch basins.

In an effort to comply with the TMDL provisions, the City was required to install trash excluders on all catch basins located within the City and perform ongoing maintenance and inspection of the catch basins to ensure proper operation of the storm drain system.

A catch basin (a.k.a., storm drain inlet) is an inlet to the storm drain system that typically includes a grate or curb inlet where storm water enters the catch basin and a sump to capture sediment, debris and associated pollutants. Catch basins act as pretreatment for other treatment practices by capturing large sediments. The performance of catch basins at removing sediment and other pollutants depends on the design of the catch basin (e.g., the size of the sump), and routine maintenance to retain the storage available in the sump to capture sediment.

There are 307 catch basins within the City; 240 City owned and 67 owned by LACFCD. In January 2017, in order to gain access to the 67 LACFCD owned catch basins for the installation of the trash excluders, the City entered into an agreement with LACFCD in which the City agreed to perform ongoing maintenance and inspections on the 67 catch basins. LACFCD agreed to pay the City \$15.25, adjusted annually per the Consumer Price Index, per catch basin for the ongoing maintenance and inspection services provided by the City.

The California Public Contract Code and the City of San Fernando's Purchasing Policy authorizes utilizing "Piggybacking," which is the process of approving a contract based upon the terms of a contract competitively bid by another public agency. Through the piggyback process, staff is proposing the City enter into a contract with RMI based upon the unit prices (Exhibit "B" to Attachment "A") set in Contract Number 003632 between LACFCD and RMI for on-call catch basin cleanout services, approved on October 27, 2022.

LACDPW followed a formal bid solicitation process advertising a Notice of Invitation for Bids for Catch Basins Cleanout Services on April 8, 2022. On October 4, 2022, the County of Los Angeles Board of Supervisors awarded seven service contracts for on-call catch basin cleanout services with one of the contracts awarded to RMI. Through a letter provided to the City (Exhibit "C" to Attachment "A"), RMI agreed to allow the City of San Fernando to "piggyback" off its contract with LACDPW offering the same rates to San Fernando.



**Consideration to Approve a Professional Services Contract with Ron's Maintenance Incorporated for Catch Basin Cleanout Services**

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RMI has over 25 years of industry experience with a highly trained staff that has over 65 combined years of experience successfully conducting all aspects of catch basin maintenance and inspections. RMI has provided catch basin services to numerous municipalities throughout all of Southern California, currently 28 cities. In addition, RMI is very familiar with the City's catch basins. They conducted maintenance and inspections services for five years on all 307 catch basins within the City as subcontractor under G2's on-call catch basin cleaning contract, which expired June 30, 2022.

**BUDGET IMPACT:**

Per the NPDES permit, cities are required to clean and inspect catch basins four times per year, one time during the dry season and three times during the wet season. The City's previous catch basin cleaning and inspection contract cost \$59,466.00 per year, which breaks down to \$14,866.50 per cleaning or \$48.42 per catch basin. RMI's services will cost \$34,384 per year; which is \$8,596 per cleaning or \$28.00 per catch basin.

Funds to cover the cost of catch basin cleaning and inspections services has been appropriated in General Fund (001-311-0000-4260) and Measure W Fund (023-311-0000-4260) within the Fiscal Year 2022-23 Approved Budget

**CONCLUSION:**

Staff recommends that City Council approve Contract No. 2136 with Ron's Maintenance Incorporated for cleaning of the City's catch basins and authorize the City Manager to execute the contract.

**ATTACHMENTS:**

- A. Contract No. 2136, including:
  - Exhibit A: LACFCD Contract with RMI
  - Exhibit B: Approved Unit Prices
  - Exhibit C: RMI "Piggyback" Approval Letter
- B. [LACDPW Notice Inviting Bids](#) (provided digitally through web link; hardcopy available at the Public Works counter)
- C. County of Los Angeles Board of Supervisors Board Letter (10/4/22)

**ATTACHMENT "A"**  
**CONTRACT NO. 2136**

**CONTRACT SERVICES AGREEMENT**

(Service Provided: Catch Basin Cleanout Services)

(Awarded Pursuant to Section 2-802(2) of the San Fernando Municipal Code)

(Contractor: Ron's Maintenance Inc.)

THIS CONTRACT AGREEMENT is entered into this 6th day of February 2023 ("Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and RON'S MAINTENANCE INC. ("CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or interchangeably.

**RECITALS**

- A. CITY is a municipal corporation and general law city duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.
- B. CITY requires the performance of catch basin cleanout services on an on-call basis for the CITY's 307 catch basins.
- C. Per subsection (2) of Section 2-802 (Cooperative, piggyback, and multiple awarded bid purchasing with other agencies) of the San Fernando Municipal Code (hereinafter, "Section 2-802"), the CITY may approve contract services agreements without issuing a competitive or informally competitive solicitation when joining into an existing written purchase contract obtained through a competitive process prepared by and awarded by another local, state or federal government agency.
- D. On April 8, 2022, the County of Los Angeles Department of Public Works ("County") issued a Notice of Invitation for Bids for on-call catch basin cleanout services.
- E. On October 4, 2022, the County awarded seven service contracts for on-call catch basins cleanout services with one of the contracts awarded to Ron's Maintenance Incorporated, to wit, CONTRACTOR.
- F. On October 17, 2022, the County and CONTRACTOR executed Contract Number 003632 for the performance of on-call catch basin cleanout services for various locations throughout Los Angeles County (BRC0000287) West Area B - Wester (hereinafter, the "Master Agreement")(A true and correct copy of the Master Agreement is attached hereto as **Exhibit "A"**).
- G. The second paragraph of Paragraph B (Work Overview) of Exhibit A (Scope of Work) of the Master Agreement provides in relevant part: ***"Additional catch basins located within Participating Cities or unincorporated County of Los Angeles (County) areas may be added to***

***this Contract at the sole discretion of Public Works. The Contractor's services under all terms of this Contract will be offered to cities that have (1) been provided with County permits to install inserts in Public Works catch basins; (2) requested city owned catch basins be cleaned by Public Works' Contractor. Public Works may add or remove catch basins to this Contract based on requests submitted by Participating Cities, or the needs of Public Works at any time during the duration of the Contract: ...."***

- H. The County has given its written approval to allow CITY to piggyback upon the Master Agreement as referenced under Recital G, above.
- I. CONTRACTOR has issued correspondence to CITY dated January 6, 2023 (the "Piggyback Authorization") authorizing CITY to piggyback off its Master Agreement with the County and further providing that:
- CONTRACTOR will perform cleaning and inspection services on the 307 catch basins within the CITY for the price of \$28.00/per catch basin as shown in the Schedule of Prices (Form PW-2) the Master Agreement (A true and correct copy of Form PW-2 is attached and incorporated hereto as **Exhibit "B"**);
  - Catch basins will be cleaned and inspected four (4) times per year; once during the dry season and three (3) times during the wet season.
  - Pricing set forth in the Master Agreement and extended to CITY will be honored for the duration of the Master Agreement, inclusive of any contract extensions.

A true and correct copy of the Piggyback Authorization is attached and incorporated hereto as **Exhibit "C"**.

- J. As authorized under Section 2-802 of the San Fernando Municipal Code, the CITY wishes to avail itself of the opportunity to receive catch basin cleanout services at pricing that is equal or better than that offered to the County under the terms and conditions of the Master Agreement.
- K. This Agreement was approved by the San Fernando City Council at its Regular Meeting of February 6, 2023 as Agenda Item No. XXXX.

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

## **1. COUNTY AUTHORIZATION; SCOPE OF WORK; AND COMPENSATION**

A. The County has consented to CITY's participation in the Master Agreement as required under the second paragraph of Paragraph B (Work Overview) of Exhibit A (Scope of Work) of the Master Agreement provides in relevant part: ***"Additional catch basins located within***

***Participating Cities or unincorporated County of Los Angeles (County) areas may be added to this Contract at the sole discretion of Public Works. The Contractor's services under all terms of this Contract will be offered to cities that have (1) been provided with County permits to install inserts in Public Works catch basins; (2) requested city owned catch basins be cleaned by Public Works' Contractor. Public Works may add or remove catch basins to this Contract based on requests submitted by Participating Cities, or the needs of Public Works at any time during the duration of the Contract: ...." County's written consent is attached and incorporated hereto as Exhibit "D".***

B. Except as otherwise provided under this Agreement, CONTRACTOR shall perform for CITY on an as-needed, on-call basis, those various services and tasks performed by CONTRACTOR under Master Agreement subject to the same terms and conditions set forth in the Master Agreement.

C. It is the intent of the parties that CITY be provided all of the same rights and privileges provided to the County under the Master Agreement as if CITY had been an original co-signatory to the Master Agreement with County. Except as otherwise provided under this Agreement: (i) all rights and authorizations granted to the County under the Master Agreement shall be extended equally to CITY; (ii) all duties obligations and responsibilities owed by CONTRACTOR to the County under the Master Agreement shall be similarly owed to CITY; (iii) all requirements, restrictions and prohibitions imposed upon CONTRACTOR under the Master Agreement shall apply equally under this Agreement to CITY; (iv) all acknowledgments, warranties and representations made by CONTRACTOR to County under the Master Agreement are similarly made by CONTRACTOR to CITY; (v) all reporting and record keeping duties and responsibilities owed by CONTRACTOR to County under the Master Agreement shall be similarly owed to CITY under this Agreement; (vi) any and all indemnification, defense and hold harmless obligations owed to County and other designated indemnitees under the Master Agreement shall extend equally to the CITY and CITY's elected and appointed officials, officers and employees; (vii) all insurance requirements, including but not limited to policy types, coverage limits and other coverage specifications set forth in the Master Agreement, shall apply equally under this Agreement, including but not limited to, naming CITY and CITY's elected and appointed officials, officers and employees as additional insured in the same manner County and County's other designated indemnitees may be named as additional insured under the Master Agreement; and (viii) all contract enforcement rights and remedies available to County under the Master Agreement shall be equally available by CITY under this Agreement, including but not limited to all rights to terminate or suspend CONTRACTOR's performance for convenience or cause.

D. Paragraphs A through C of this Section 1 of this Agreement notwithstanding, the following provisions of the Master Agreement shall have no application to this Agreement and shall be of no force or effect:

Subparagraph 2 of paragraph I of Section 2 of the Master Agreement;  
Paragraphs J, K, and L of Section 2 of the Master Agreement;  
Paragraph F of Section 3 of the Master Agreement;

Section 7 of the Master Agreement;  
Section 9 of the Master Agreement;  
Section 10 of the Master Agreement; and  
Section 12 of the Master Agreement.

E. In consideration for CONTRACTOR's performance of the services and tasks contemplated under the Master Agreement, CONTRACTOR shall be compensated in accordance with the schedule of rates and charges in Form PW-2 which is attached and incorporated hereto as Exhibit "B". Under no circumstances may CONTRACTOR's rates and charges exceed those set forth under Form PW-2.

## **2. STANDARD OF CARE.**

In the performance of all services and tasks contemplated under this Agreement, CONTRACTOR shall perform such services and tasks in a skillful and competent matter, consistent with the standards applicable to other like service providers providing the same or similar services and tasks in the State of California. CONTRACTOR warrants, represents and maintains that all employees, subcontractors and other personnel of CONTRACTOR performing on its behalf in the performance of this Agreement have sufficient skill, experience and expertise to perform the services and tasks assigned to them. CONTRACTOR further represents that it, its employees, subcontractors and other personnel performing on CONTRACTOR's behalf in the performance of this Agreement have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and tasks contemplated under this Agreement and that licenses and approvals shall be maintained throughout the term of the Master Agreement. In the event of any conflict or inconsistency between the provisions of this Section and any provision of the Master Agreement, the provision establishing the higher standard of care and most expansive level of responsibility on the part of CONTRACTOR shall govern and control.

## **3. REPRESENTATIVES**

A. City Representative. For the purposes of this Agreement, the contract administrator and City's representative shall be the Public Works Director and the City Manager (hereinafter the "City Representatives"). The foregoing notwithstanding, the Public Works Director shall be the primary point of contact for purposes of the day-to-day administration of this Agreement. It shall be CONTRACTOR's responsibility to assure that the City Representatives are kept informed of the progress of the performance of the services, and shall refer any decisions which must be made by CITY to the City Representatives. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representatives or, if applicable, the San Fernando City Council.

B. Contractor Representative. For the purposes of this Agreement, \_\_\_\_\_ is hereby designated as the principal and representative of authorized to act on its behalf with respect to the services specified herein and make all decisions in connection

therewith (the "Contractor Representative"). Any noticing given or otherwise owed to CONTRACTOR under this Agreement, inclusive of the Master Agreement, shall be deemed given when given to the Contractor Representative. CONTRACTOR shall immediately notify the City Representatives in writing in the event the persons designated to be the Contractor Representative is changed by CONTRACTOR.

#### **4. PROHIBITED INTERESTS**

CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, 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 absolute and unfettered right to rescind this Agreement without liability or penalty. 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.

#### **5. CONFLICTS OF INTEREST**

CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute.

#### **6. RECORDS AND INSPECTIONS**

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins. In the event of any conflict or inconsistency between the provisions of this Section and the provisions of the Master Agreement, the provision offer the CITY the broadest rights shall control over provisions afforded lesser rights and provisions affording a more heightened duty on the part of CONTRACTOR shall govern and control of provisions afforded a lesser duty.

**7. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Public Works Director  
Phone: (818) 898-1202

**CONTRACTOR:**

Ron's Maintenance  
11542 Horley Avenue  
Downey, CA 90241  
Phone: (213) 359-3827  
E-mail: ronsmaintenance@aol.com

**8. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

In addition to any other duties relating to non-discrimination and equal employment as may be set forth under the Master Agreement, in the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and job applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**9. PROHIBITION AGAINST ASSIGNMENT**

Notwithstanding anything in the Master Agreement to the contrary, CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent in CITY's discretion. CITY shall not be obligated or liable under this Agreement to any other party other than CONTRACTOR.

**10. ATTORNEY'S FEES**

Notwithstanding anything in the Master Agreement to the contrary, in the event either Party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement or seek damages in connection a parties performance under this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

**11. GOVERNING LAWS, JURISDICTION AND VENUE**

Governing laws, jurisdiction and venue applicable to this Agreement shall be the same as set forth under paragraph U of Section of the Master Agreement.

**12. SEVERABILITY**

Notwithstanding anything in the Master Agreement to the contrary, wherever possible, each provision of this Agreement, inclusive of the Master Agreement and all exhibits to the same, shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement, inclusive of the Master Agreement and all exhibits to the same, are determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**13. AMENDMENT; MODIFICATION**

A. In addition to any requirements or obligations set forth under paragraph A of Section 2 of the Master Agreement, 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's prior approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

B. CONTRACTOR shall promptly notify CITY of any amendment or modification to the Master Agreement requested by County, but no event later than thirty (30) calendars prior to the date of any such amendment or modification instrument is to be approved by the County. If the County seeks amendment or modification of any provision of the Master Agreement, CITY shall have thirty (30) days from the date notice of the amendment or modification is provided to CITY by CONTRACTOR to reject, in its sole discretion, the application of any such amendments or modifications to CITY under this Agreement, inclusive of the provisions of the Master Agreement and all exhibits and in such event the parties agree that such amendments shall not apply to CITY. CITY's rejection shall be made in writing signed by one or more of the City Representatives. The failure of CITY to timely issue written notice of its rejection of such amendments or modifications shall be construed as CITY's consent to such amendments or modifications being applied to CITY. No amendment or modification of the Master Agreement requested by County shall be of any force or effect as to CITY where CITY has not been provided with timely notice of such amendment or modification. The failure of CITY to issue its written rejection of any

**14. EXECUTION**

This Agreement shall be executed in two (2) 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 13, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the other shall remain with the CITY for archiving and day-to-



day reference by the department responsible for administering the Agreement on the CITY's behalf.

**15. AUTHORIZATION**

A. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

B. CONTRACTOR and its signatory warrant, represent and agree that the execution of this Agreement by CONTRACTOR shall not constitute a breach of the Master Agreement on the party of CONTRACTOR. CONTRACTOR further warrants and represents that it has obtained all required approvals from County to execute this Agreement and to provide the services and tasks contemplated under this Agreement on the terms set forth under the Master Agreement.

**16. ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement, including the Master Agreement and all exhibits attached thereto. Except as expressly provided in this Agreement or its exhibits, in the event of any conflict or inconsistency between the provisions of this Agreement and provisions of any exhibit or other document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONTRACTOR.

**17. SURVIVAL OF PROVISIONS AND OBLIGATIONS**

Any provision of this Agreement, inclusive of the Master Agreement and its exhibits, which by its nature must be exercised after termination or expiration of this Agreement, will survive termination or expiration and remain effective. Any obligation that accrued prior to the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**(SIGNATURES ON NEXT PAGE)**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF SAN FERNANDO**

**RON'S MAINTENANCE INC.**

\_\_\_\_\_  
Nick Kimball, City Manager

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Richard Padilla, Assistant City Attorney

Contractor Execute  
003632

# Agreement



BY AND BETWEEN

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT

AND

RON'S MAINTENANCE, INC.

FOR

ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS  
LOCATIONS THROUGHOUT LOS ANGELES COUNTY (BRC0000287)  
WEST AREA B - WESTERN

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ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS  
THROUGHOUT LOS ANGELES COUNTY, WEST AREA B – WESTERN  
(BRC0000287)

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of October, 2022, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and RON'S MAINTENANCE, INC., a California Corporation, located at 11542 Horley Avenue, Downey, California 90241, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICT, of the CONTRACTOR'S bid filed with the DISTRICT on May 18, 2022, hereby agrees to provide services as described in this Contract for On-Call Catch Basins Cleanout Services for Various Locations Throughout Los Angeles County, West Area B - Western.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, List of Area Catch Basins; Exhibit H.1, Catch Basin Standard Plans and Specifications – Shop Drawings ARS; Exhibit H.2, Catch Basin Standard Plans and Specifications – Show Drawings CPS; Exhibit H.3, Catch Basin Standard Plans and Specifications; Exhibit I, Stormwater Maintenance Boundaries Map; Exhibit J, Area Catch Basins Location Maps (Dry Season); Exhibit K, Area Catch Basins Location Maps (Wet Season); Exhibit L, Weekly CB Cleaning Report; Exhibit M, CB Cleaning Report Form; and Exhibit N, Confined Space Manual, the CONTRACTOR'S bid, all attached hereto; Invitation for Bids; and Addenda to Invitation for Bids, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2, an amount not to exceed \$643,150 per year plus any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to three additional 1-year period and a 6 month-to-month extension, for a maximum total

Contract term of 4 years and 6 months. Each such option shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: The DISTRICT, acting through the Los Angeles County Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICT Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.)



amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim CA, areas for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S bid, conflict with the DISTRICT'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through N, inclusive, the DISTRICT'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.


IN WITNESS WHEREOF, the DISTRICT has, by order of the County of Los Angeles' Board of Supervisors, the DISTRICT'S governing Board, caused these presents to be subscribed by the County of Los Angeles Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic


By   
Chief Engineer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By   
Deputy  
Carole Suzuki  
Type/Print Name

RON'S MAINTENANCE, INC.

By   
Its President

Ronnie Norman  
Type/Print Name

By   
Its Secretary

Ronnie Norman  
Type/Print Name

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

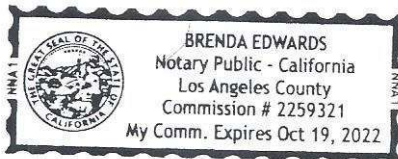
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California }

County of LOS ANGELES

On August 3, 2022 before me, BRENDA EDWARDS, A NOTARY PUBLIC  
 Date Name and Title of the Officer

personally appeared RONNIE NORMAN  
 Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Brenda Edwards  
 Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## SCOPE OF WORK

ON-CALL CATCH BASINS CLEANOUT SERVICES FOR  
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY  
(BRC0000287)A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Shabnam Hageali of Stormwater Maintenance Division who may be contacted at (626) 458-2306 or [snoroozi@pw.lacounty.gov](mailto:snoroozi@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and PWRs are the only persons authorized by Public Works to request work of the Contractor. Public Works may change CMs and/or PWRs at any time. The Contractor will be notified in writing when there is a change.

B. Work Overview

The work to be performed pursuant to this Contract consists of both scheduled and as-needed cleaning of approximately 92,000 catch basins with and without inserts. The Contractor shall remove trash and debris from the catch basins and inserts. As requested by the PWR, additional as-needed work to be performed under this Contract shall consist of the monitoring and measuring of trash in catch basins and/or gutters, waste characterization of collected trash, emergency catch basin cleaning, and taking digital photographs of catch basins.

Additional catch basins located within Participating Cities or unincorporated County of Los Angeles (County) areas may be added to this Contract at the sole discretion of Public Works. The Contractor's services under all terms of this Contract will be offered to cities that have (1) been provided with County permits to install inserts in Public Works catch basins; (2) requested city owned catch basins be cleaned by Public Works' Contractor. Public Works may add or remove catch basins to this Contract based on requests submitted by Participating Cities, or the needs of Public Works at any time during the duration of the Contract. Exhibits described below show a list of catch basins to be cleaned and maintained and will be modified as catch basins are added or removed.

- Exhibit G.1, East Area A (Western)
- Exhibit G.2, East Area B (Eastern)
- Exhibit G.3, South Area A (Western)
- Exhibit G.4, South Area B (Central)
- Exhibit G.5, South Area C (Eastern)
- Exhibit G.6, West Area A (Eastern)
- Exhibit G.7, West Area B (Western)

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C. Request of Work from Contractor

Public Works reserves the right to determine if any work is or will be needed and/or requested under this Contract at Public Works' sole and absolute discretion. The Contractor waives all claims against Public Works for damages or loss of any nature resulting from Public Works' failure to use the Contractor's services including, but not limited to, lost profit.

D. Facility Locations

The catch basins to be maintained pursuant to this Contract are located throughout the East, South, and West Maintenance areas of Los Angeles County as depicted on Exhibit I, Stormwater Maintenance Boundaries Maps.

E. Catch Basin Inserts

Public Works has the following types of catch basin inserts:

- Automatic Retractable Screen (ARS) including Clean Screen and Tony Trap inserts. See Exhibit H.1, Catch Basin Standard Plans and Specifications – Shop Drawings ARS.
- Connector Pipe Screen (CPS). See Exhibit H.2, Catch Basin Standard Plans and Specifications – Show Drawings CPS. Many CPS inserted catch basins are also fitted with an ARS insert and are identified herein as CPS/ARS catch basin inserts.

ARS inserts prevent trash and debris from entering the catch basin during dry weather and moderate storm flows, thereby maintaining trash and debris within the street for collection by street sweepers or other equipment. CPS inserts allow debris to collect in the catch basins for later removal.

CPS inserts are 5-mm screens located around the connector pipes within the catch basin. They act as a secondary defense against trash bypassing the ARS inserts.

ARS inserts have a locking mechanism in the closed position to prevent street sweeping equipment from opening the screen during maintenance activities and prevent opening by unauthorized persons. Tony Traps and Clean Screens are classified as ARS Inserts. The only difference between the two is the difference in screen openings. The Tony Traps are attached at the base of the catch basin inlet and fold down to allow water in. Clean Screens are attached at the roof of the

catch basin inlet and fold up to allow water in. ARS inserts are classified into two types. Type I inserts are opened by the force of water acting directly on the screen to overcome resistive force of the spring holding the screen closed during dry conditions. Type II inserts collect storm water in a container and uses the weight of that water to operate the moving parts that cause the screen to open. Further details for the CPS and ARS inserts are outlined in Exhibit H.3, Catch Basin Standard Plans and Specifications.

F. Work Description

Cleaning of Catch Basins and Inserts

1. Cleaning Requirements

The Contractor shall remove all trash and debris from all inserts and catch basins. The Contractor shall remove all trash and debris found in front of curb opening or side opening catch basins on top or between the metal grates of grated catch basins and all vegetation growing across and/or blocking the catch basin opening.

Chemicals or solvents are not allowed for cleaning the catch basins without the approval of the PWR. When chemicals or solvents are approved, at no time shall they be discharged into the storm drain.

- a. The Contractor shall visually assess the volume of trash and debris within each catch basin as a percentage of the total storage volume of each individual catch basin and document the results manually on the Catch Basin Cleaning Report Form (Cleaning Report), Exhibit M. The Contractor shall prepare Weekly Catch Basin Cleaning Reports, Exhibit L, for all catch basins that were cleaned during the previous week.
- b. The Contractor shall notify the PWR by telephone or e-mail within 24 hours upon discovery of a catch basin with any of the following deficiencies, which may pose a safety hazard:
  - a) Missing manhole lids – Note that Contractor must immediately barricade manholes missing a lid to prevent access by the public.
  - b) Missing protection bar

- c) Exterior damage (broken deck, uneven pavement).
- d) Grate bars bent, broken, or missing.
- e) Distance between grate bars is greater than 3/4 of an inch.
- f) Other physical damage that may pose a safety hazard.

## 2. Seasonal Cleaning

### a. Dry Season

For the purposes of this Contract the dry weather season shall begin on July 1 and end on September 30. Dry season cleaning of all catch basins and inserts as shown on Exhibit J.1, East Area Catch Basin Location Maps (Dry Season), Exhibit J.2, South Area Catch Basin Location Maps (Dry Season), and Exhibit J.3, West Area Catch Basin Location Maps (Dry Season), shall be performed by the Contractor once per dry season on an annual basis. Changes to this schedule may be made by PWR.

### b. Storm Season

For the purposes of this Contract, the storm season shall begin on October 1 and end on April 15. The average rainfall for the County is approximately 15 inches per year; however, it would not be unusual to see storm totals of 20 inches or more per year. Countywide, an average storm season produces four "major storm events," i.e., a storm with an intensity of 1 inch or more per 12 hours, and 12 storm events with an intensity of 0.1 inch - 1.0 inch per 12 hours. Although, the average is four major storm events, previous storm seasons have produced as many as eight major storm events with an intensity of 1 inch or more per 12 hours and as many as 19 storm events with an intensity of 0.1 inch - 1.0 inch per 12 hours. It is anticipated that cleaning shall be required after each major storm event. During the storm season, the Contractor may adjust their cleaning schedule around inclement weather with approval from the PWR.

### c. Storm Season Cleanings

Unless otherwise directed by the PWR, the Contractor shall

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clean all inserted Priority A and Priority B catch basins shown on Exhibit K.1, East Area Catch Basin Location Maps (Storm Season), Exhibit K.2, South Area Catch Basin Location Maps (Storm Season), and Exhibit K.3, West Area Catch Basin Location Maps (Storm Season), three times during storm season. The cleanings shall occur (once in October/November, once in December/January, and once in February/March). The Contractor shall commence cleanings for each time period specified above, as directed by the PWR, and complete the cleanings with 15 working days. Changes to this schedule may be made by the PWR. The cleaning requirements described in Section F.1, Cleaning Requirements of this Exhibit must be followed.

d. Post Storm Cleanings

The Contractor shall clean all catch basins containing CPS, ARS, and CPS/ARS inserts within seven calendar days of a storm event only as directed by the PWR. The seven day cleaning period shall commence on a date determined by the PWR.

3. Manhole Requirements during Cleaning

- a. The Contractor shall remove the existing manhole covers as required to access inside the catch basins and shall reinstall and fasten the manhole cover whenever the catch basins are left unattended or before leaving the work area. Screws or bolts that are missing, cannot be reused or were damaged by the Contractor shall be replaced with new ones meeting the requirements specified in the applicable standard plans in the Standard Plans for Public Works Construction (SPPWC) book. Public Works will reimburse the Contractor for the cost of missing or damaged bolts replaced by the Contractor plus a 10 percent markup upon the receipt of an invoice with attached receipts for the purchase of the bolts. The replacement of the screws or bolts should be noted on the Catch Basin Cleaning Report Form. Screws and bolts must be available to the Contractor's crew at all times. The Contractor shall not leave manhole covers open or detached and unattended at any time. The Contractor shall notify the PWR of any missing manhole covers as soon as possible and no later than 24 hours and shall provide and place barricades over the manhole to prevent public access.
- b. The manhole cover screws may be frozen. It shall be the

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Contractor's responsibility to remove each frozen manhole cover screw. If, during their removal, the manhole covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plans in the SPPWC book and to redrill and tap new holes, if necessary, at no additional cost to Public Works.

- c. If heat is used to facilitate removal of frozen manhole cover screws, the Contractor shall check the screws the following workday to verify that they have not refrozen at no additional cost to Public Works.
- d. Before leaving any catch basin, the Contractor shall thoroughly clean all trash and debris from the manhole frame and cover. When reinstalling manhole covers, the Contractor shall grease all manhole cover screws with a high temperature thread lubricant and seal grease (Jet-Lube by Koper-Kote or equal).

#### 4. Stenciling

- a. Upon the satisfactory cleanout of each catch basin, the Contractor shall stencil a two-digit number for the current clean out month and four-digit year with red paint in 3-inch high letters on the back wall at the downstream end of the catch basin. For example, July 2021, would be stenciled "07-2021" and October 2021 would be "10-2021." All preexisting month—year stencils shall be covered neatly with grey paint prior to stenciling the current year. On grate-type catch basins, the stencil shall be placed on the wall perpendicular to the grate bars. The stencil is to be plainly visible from the street surface and placed a minimum of 18 inches and a maximum of 24 inches below the top of the catch basin.
- b. On an annual basis during the dry season, the Contractor shall stencil the "No Dumping, This Drains to Ocean" logo on the top slab above PWR selected catch basin if it is not already present or if the marking is faded and illegible. The PWR will provide the Contractor with the stencil and a listing of PWR selected catch basins at the beginning of each dry season.
- c. The Contractor shall re-stencil the "percentage" gauge markings in each District Owned CPS inserted catch basin on an annual basis, unless otherwise directed by the PWR.

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## 5. Trash and Debris Removal and Disposal

### a. Method of Removal

1. Contractor may make its own determination whether trash and debris from inside the catch basins will be removed manually or using a vacuum truck. Contractor's personnel removing trash and debris manually must be confined space certified. The Contractor shall not allow any trash or debris to enter the connector pipes or main lines as a result of the cleanout operations.
2. Vacuum trucks utilized by the Contractor shall not exceed decibels readings of over 75 within 20 feet of the truck. The Contractor may be required to utilize sound barriers to meet the decibel reading requirement.
3. The Contractor is responsible for implementing traffic control per the MUTCD while cleaning catch basins and inserts. Payment for traffic control shall be included in the price for various items of the Schedule of Prices, PW-2.1.

### b. Method of Disposal

1. Prior to the start of the work, the Contractor shall identify its intended disposal sites in writing to the PWR. All debris and trash removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the catch basin sites at approved waste disposal locations. The Contractor shall obtain approvals from all jurisdictional agencies, as applicable.
2. All vehicles used by the Contractor to transport debris to approved disposal or dumpsites shall be equipped so leakage of liquid and spillage do not occur. Covering the load during transport is required. Vehicles and personnel operating vehicles that do not comply with this requirement may be ordered removed from the Contract work at the sole discretion of Public Works and shall not be utilized again unless approved by PWR.

3. The Contractor is solely responsible for safe operation of transport vehicles and compliance with all applicable laws including, but not limited to, vehicle code, local ordinances, and parking regulations.
4. The Contractor shall be responsible for removing any dead animal from inside the catch basins. A list of local Animal Care and Control offices are provided below for pickup and disposal of dead animals. The Contractor shall also be solely responsible for contacting and coordinating with Animal Care and Control.

Duarte Animal Control (626) 357-7938	County of Los Angeles Animal Care and Control Downey Shelter (562) 940-6898	City of Los Angeles Bureau of Sanitation (800) 773-2489
Pasadena Humane Society (626) 792-7151	South East Area Animal Control Authority (562) 803-3301	County of Los Angeles Animal Care and Control Carson Shelter (310) 523-9566
San Gabriel Valley Humane Society (626) 286-1159	Bellflower Animal Control (562) 804-1424	County of Los Angeles Animal Care and Control Agoura Shelter (818) 991-0071
Temple City Animal Control (626) 285-7187	County of Los Angeles Animal Care and Control Baldwin Park Shelter (626) 962-3577	Burbank Animal Shelter (818) 238-3340
Inland Valley Humane Society (909) 623-9777		

5. Contractor must separate/apportion trash according to its origin, identifying by specific City or unincorporated County. The Contractor is responsible for reporting the jurisdictional percentage of the debris being disposed of as accurately as possible. These invoices must indicate the weights or volume of debris disposed.
6. Public Works will reimburse the Contractor for the Contractor's disposal fees plus 10 percent handling charge

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upon the receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dumpsite.

7. The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the PWR. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under this Contract's Scope of Work, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

6. As-Needed Services

As-needed services will not be performed until the Contractor obtains written approval from the PWR. The Contractor shall, at the direction of the PWR, furnish a cost estimate at the rates provided in form PW-2, Schedule of Prices, for As-Needed Items, to accomplish the following as-needed services including, but not limited to:

a. Monitoring and Measuring of Trash

1. As directed by the PWR, the Contractor shall collect and measure the trash accumulated in designated catch basins and/or gutters along designated streets using both of the measuring methods described below. The designated catch basins and/or streets may change from year to year. The Contractor shall collect, measure, and record the total amount of trash that has accumulated in the designated catch basins and/or gutters. The Contractor shall provide a value of both the uncompressed volume in gallons (volume in gallons that is obtained when trash is placed in an open container and allowed to settle without being mechanically compacted) and the drip-dry weight in pounds (trash shall be considered to be drip-dry when water does not drain away or pond if the trash is tumbled and stacked in a pile on level ground) for the trash removed as requested by the PWR. The Contractor shall record the value on a form provided by the PWR.

2. The Contractor shall provide photographic documentation of the designated catch basins and/or gutters that show before and after removal of trash. Photographs must clearly show the amount of trash in the catch basin based on the level markings located on the catch basin wall gauge. Photographs of the gutter shall be identified by street names/intersections and taken at locations to be specified by the PWR. Photographs must be taken with a digital camera with a minimum resolution of six megapixels (1600 x 1200 pixels). The file format of each photo shall be JPEG and shall be supplied to the PWR on a CD or USB flash drive. Each photo shall include the catch basin ID number along with the date and GPS coordinates.
3. The Contractor shall furnish all scales and containers to be used. Scales shall be accurate to within +/- 2 percent of applied load. Scales with platforms shall have a platform area of sufficient size to accommodate the trash and debris to be weighed.
4. The Contractor shall utilize both trash measuring methods, the uncompressed volume, and the dripdry weight per catch basin and/or gutter and will be paid in accordance with rates indicated on Form PW-2, Schedule of Prices. The designated catch basins and/or streets will be provided to the Contractor by the PWR at the time the as-needed service request is made.

b. Waste Characterization of Collected Trash

1. As directed by the PWR, the Contractor shall separate trash collected from designated catch basins and/or streets into the below categories and measure the uncompressed volume and dripdry weight for each category. The quantities shall be recorded on a form to be provided by the PWR.
  - i. Food service packaging
  - ii. Snack and candy packaging
  - iii. Bottles and cans
  - iv. Non-CRV containers
  - v. Molded plastic
  - vi. Metal

- vii. Glass
- viii. Cigarette butts
- ix. Polystyrene
- x. Paper bags, newspaper, etc.
- xi. Cloths and fabric
- xii. Plastic film, single-use grocery bags
- xiii. Plastic film, non-grocery bags
- xiv. Plastic film, tarps
- xv. Other

c. Emergency Catch Basin Cleaning

Contractor shall, within 24 hours upon notification by the PWR, remove all trash and debris from within catch basins on an as-needed emergency basis as provided in Section F.1, Cleaning Requirements. If the Contractor utilizes a vacuum truck, the Contractor will be reimbursed for Contractor owned vacuum trucks according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of bid submission and annually thereafter at the time of Contract renewal. If the Contractor needs to rent a vacuum truck, the Contractor will be reimbursed for the cost of the rented vacuum truck plus 10 percent processing charge upon the receipt of an invoice from the rental company.

d. Photographs

As directed by the PWR, the Contractor shall provide Global Positioning Satellite (GPS) based photographic documentation for each catch basin cleaned. This photographic documentation must be to the satisfaction of the PWR. Photographs shall depict before and after removal of trash conditions and authenticate the amount of trash in the catch basin based on the level markings located on the catch basin wall gauge. Photographs with a minimum resolution of six (6) megapixels (1600 x 1200 pixels) must be taken with a digital camera and supplied to the PWR on a CD, USB drive, or external hard drive concurrently with the Weekly Cleaning Report. The photographs must be labeled by catch basin number and date taken. The GPS location of each catch basin shall be recorded as latitude and longitude in degrees, minutes, and seconds. Each numerical second shall be noted to four places past the decimal. Each catch basin shall be located within a level of precision of 20 feet or less. Vegetation and topography may reduce the precision of

the GPS to less than 20 feet at some locations. Catch basins that cannot be located with a precision of 20 feet or less shall be noted on the photograph along with the indicated level of precision and brought to the attention of the PWR. Photographs must be taken with a digital camera using the following criteria:

- a) Minimum photographic resolution of six (6) megapixels (1600 x 1200 pixels).
- b) The file format of each photo shall be JPEG.
- c) The digital files shall be named according to the following syntax:

"XXXXXXXXXX—INT/EXT—BEFORE/AFTER  
M\_DD\_YY.JPG", where:

- i. XXXXXXXXXX is the nine-digit County catch basin ID number.
  - ii. INT or EXT to indicate interior photograph or exterior photograph.
  - iii. BEFORE or AFTER to indicate before or after cleaning.
- d) Each photo shall include a sign in the photo (e.g., whiteboard or chalkboard) that clearly shows the nine-digit County catch basin ID number.

The Contractor shall submit a set of photographs on CD-ROMs or USB flash drives. The Contractor will be paid in accordance with rates indicated on Form PW-2, Schedule of Prices. The designated catch basins will be provided to the Contractor by the PWR prior to the start of each cleaning season.

## 7. Work Schedules

The Contractor shall submit weekly cleaning schedules to the PWR for all catch basins and inserts. The Contractor shall notify the PWR of any changes to the schedule prior to performing any work.

**G. Cleaning Standards**

Listed below are cleaning standards, which shall apply to this Contract. Consistent failure to meet these standards will constitute a breach of Contract, which could result in Contract termination as described in Exhibit B, Section 3.C. The cleanout of each catch basin and insert shall, at a minimum, meet the cleaning standards listed below.

1. No trash and debris located immediately in front of and/or blocking the catch basin/insert opening and/or on top of or between metal grates.
2. No trash and debris within the catch basin in excess of the 40 percent wall gauge mark.
3. No trash and debris trapped by/or in the insert(s).
4. No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet from the opening.

Trash and debris that is to be removed by Contractor shall include, but is not limited to, mud, vegetation, and garbage. Upon completion of a cleanout operation at any catch basin and prior to leaving, the Contractor shall sweep and clean the top surface of the catch basins and inserts and remove all resulting debris and in an area of at least 2 feet around the catch basins. The Contractor shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at any catch basin for future pickup.

**H. Hours and Days of Service**

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the PWR.

Holidays Observed by the County of Los Angeles are:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Cesar Chavez Day  
Memorial Day

Labor Day  
Indigenous People's Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving

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Juneteenth Day  
Independence Day

Christmas Day

**No Work shall take place on rainy days.**

Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

**I. Utilities**

Public Works will not provide utilities.

**J. Storage Facilities**

Public Works will not provide storage facilities for the Contractor.

**K. Public Convenience and Safety**

Payment for implementing, administering, and providing all materials, equipment, and personnel to perform traffic control, including permits shall be included in the rates on Form PW-2, Schedule of Prices for the various items. The Contractor shall adhere to the following requirements:

**1. Traffic and Access**

Unless otherwise required, the Contractor shall provide and maintain 11-foot wide traffic lanes plus a minimum 1 foot clearance between traffic delineators and equipment on new or existing pavement as follows: maintain local access at all times, maintain traffic on the proper sides of any raised median or double yellow centerline at all times. If the sidewalk is to be closed, the Contractor shall post appropriate warning signs and barriers.

**2. Street Closures, Detours, Barricades**

All street closures, detours, lane closures, signs, lights, and other traffic control devices shall conform to the California Manual on Uniform

Traffic Control Devices (California MUTCD) available on the Caltrans website: [www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/index.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/index.htm).

**3. Construction Traffic Control and Traffic Control Plan**

The California MUTCD shall govern the design of the proposed traffic control. Simple daytime lane closures may be installed in accordance with the California MUTCD or the Work Area Traffic Control Handbook, latest edition, when approved by Public Works.

4. Traffic Control Devices

Unless otherwise specified on the Traffic Control Plans (if required), traffic control devices shall conform to the California MUTCD.

5. Confined Spaces

Contractor shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while performing all work related to this Contract.

Entry into permit-required confined spaces as defined in California Code of Regulations Title 8, Section 5157, may be required as a part of the work. All catch basins, manholes, tanks, vaults, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures as provided in Stormwater Maintenance Division's Confined Space Entry Permit and Confined Space Manual (Confined Space Manual), Exhibit N, demonstrate otherwise.

Public Works protects its employees working in storm drain facilities, subdrain vaults, or any confined space area by following the procedures in the Confined Space Manual. The Contractor shall follow the Confined Space Manual. All Contractor costs for implementing and administering equipment and personnel for compliance with the Confined Space Manual are included in the Total Annual Price for the Contract.

During entry, the Contractor shall continuously test for safe atmospheric conditions in each catch basin. Testing shall be done immediately prior to removing the manhole cover and continuously thereafter while working in catch basins. Gas meters shall test for oxygen deficiency or enrichment, flammable gases, hydrogen sulfide, and carbon monoxide. The Contractor shall test the atmosphere in the catch basins using a gas meter that tests for all four gases simultaneously. Instruments shall be "bump checked" at the start of each day to verify calibration.

The testing instruments are available from:

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- J. G. Tucker  
294 West Bonita Avenue  
Pomona, California 91767  
(800) 441-4307  
[www.jgtucker.com](http://www.jgtucker.com)
- Fisher Scientific  
(800) 772-6733  
[www.fishersci.com](http://www.fishersci.com)
- Lab Safety Supply  
(800) 356-0783  
[www.labsafety.com](http://www.labsafety.com)

If unsafe atmosphere readings are indicated, the Contractor shall use a blower to provide continuous ventilation of the catch basin. There shall be no manned entry until atmosphere readings in the catch basin show that no hazardous atmospheric conditions exist.

Before beginning work, the Contractor shall provide Public Works with copies of the Contractor's Injury Illness Prevention Program, proof of training for Confined Space Entry, proof of training for Fall Protection, and a Rescue Plan. The receipt of these documents by Public Works does not constitute an approval of the Contractor's program.

Failure to comply with the above requirements shall constitute noncompliance with the Contract and result in suspension of Contract and/or payments.

6. Special Safety Requirements:

Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. Special emphasis shall be placed on public safety during maintenance operations. Contractors shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular maintenance operation.

Contractors shall do the following for safety issues:

- a. Public Safety: If any hazards are found, the contractor will report to

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the PWR; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.

- b. Emergency Response: When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor, and direct emergency services to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to PWR within two business day or first day of the next business week.

\*PWR will provide the report form.

- d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.

L. Report of Discharge, Notices, or Orders

When the Contractor identifies any discharge into any catch basin, which causes, or potentially causes, a condition of pollution, the Contractor shall immediately call the PWR during normal working hours or after hours call Public Works' Dispatch 1-800-675-4357 to report the incident. When the Contractor notices that a catch basin contains a connection other than the catch basin's outlet connector pipe, the Contractor shall notify the PWR. If the Contractor receives a written notice or order from any regulatory agency, the Contractor shall inform the PWR within 24 hours. If a Cease Work Order is received by the Contractor, all work must stop immediately. The Contractor shall also submit a written report to the PWR within 24 hours of the notice or order. The report shall include the following information:

- 1. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- 2. All water pollution control practices deployed before the discharge event or prior to receiving the notice or order.
- 3. The date of deployment and type of water-pollution control

practices deployed after the discharge event or after receiving the notice or order, including additional measures installed or planned to reduce or prevent recurrences.

4. An implementation and cleaning schedule for any affected water pollution control practices.

- a. Enforcement and Penalties

Public Works, as a permittee, is subject to enforcement action by the State Water Resources Control Board (SWRCB), Environmental Protection Agency, private citizens, and citizen groups. Public Works will assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor does not fully implement or comply with permit or regulatory requirements. The penalty will be deducted from Contract payments due the Contractor if the Contractor is determined by Public Works to be noncompliant with applicable requirements including, but not limited to, the following:

- i. Applicable provisions of the Best Management Practices (BMP) Manual.
- ii. Immediate corrective action specified on the Agency issued "Field Notice of BMP Noncompliance" form.
- iii. Applicable local permits.
- iv. Federal, State, and local water pollution control regulations.

The Contractor shall be responsible for the costs and for the liabilities imposed by law as a result of the Contractor's failure to comply with these provisions. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against Public Works or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act. In addition, Public Works will deduct the total amount of any legal fees, staff costs, and consultant fees as a result of the Contractor's noncompliance with these provisions from any monies due to the Contractor.

The Contractor shall notify the PWR immediately following receipt of a request from any jurisdictional regulatory agency to enter, inspect, sample, monitor, or otherwise access the Contract site or the Contractor's records pertaining to water pollution control.

M. Responsibilities of the Contractor

The Contractor shall:

1. Subcontractors are not allowed for this service.
2. Have a minimum of two years of experience cleaning catch basins including trash and debris capturing devices, similar with the type of catch basin inserts to be maintained as outlined in this Exhibit A, Scope of Work.
3. Maintain an on-site supervisor with at least one year of experience cleaning catch basins including trash and debris capturing devices similar with the type of catch basin inserts to be maintained as outlined in this Exhibit A, Scope of Work.
4. Comply with provisions of all applicable laws, ordinances, and regulations.
5. The Contractor shall maintain work areas in a neat, orderly, clean, and a safe manner.
6. Perform all work necessary to complete this Contract in a satisfactory manner. The Contractor shall furnish all equipment, tools, labor, and incidentals necessary to complete the work.
7. Be responsible for restoring and/or repairing any property damage resulting from the Contractor's operations within three calendar days at the Contractor's expense and to the satisfaction of the PWR.
8. Avoid spreading out equipment around the work area. Location and layout of all equipment and materials at each jobsite shall be subject to the approval of the PWR.
9. In the event that Contractor encounters any damaged and/or nonfunctioning catch basins inserts during catch basins cleaning, Contractor shall immediately notify the PWR. Contractor shall NOT attempt to perform any type of repairs not included under the Scope of Work of this Contract.

10. Provide at least one person per crew in charge of specific work who can speak, read, and write the English language.
11. Be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations.
12. The Contractor shall provide, at its expense, all safeguards, safety devices, protective equipment, and shall take any and all actions appropriate to providing a safe jobsite for employees and the public.
13. Be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the performance of all work. Public Works inspection of the Contractor's work shall not be considered an approval of the Contractor's safety measures.
14. Perform additional as-needed work if required by the PWR.
15. Responsible for obtaining all necessary City and/or County Permits and complying with all safety and other regulatory requirements.
16. Responsible for the security of all of his equipment and public property during all phases of Contract work. For all Contract work, the Contractor shall provide protection of his equipment and public property against vandalism and/or accidental damaged during both working and nonworking hours.
17. Pay all fines, fees, and penalties resulting from traffic control and parking violations, such as, but not limited to, overloading, truck route, permits, equipment defects, and curb stopping or parking restrictions.
18. Responsible for the safety of his personnel, including providing safety training and safety devices, such as traffic delineators and warning lights at the worksites.
19. Have copies or suitable extracts of all applicable Construction Safety Orders, Tunnel Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety at the worksite at all times.

Appropriately implement BMPs to control, prevent, remove, or reduce pollution. The Contractor can refer to the California Storm Water BMP Handbooks, 2010 Construction BMP Handbook. This Publication is

available from:

Los Angeles County  
Public Works  
Cashier's Office  
900 South Fremont Avenue  
Alhambra, CA 91803

Contractor shall always have a minimum of one readily accessible copy of this publication on the Contract site.

20. Within five working days of notice by the Public Works Inspector, the Contractor shall correct any deficiencies in their work, including, but not limited to: manhole set screw bolts missing, damaged, or not greased; stencil not placed or illegible; debris still within the basin and/or within the first 6 feet of the connector pipe from the catch basin; and unclean conditions on or surrounding the catch basin.
22. Contractor shall possess a valid and active Waste Collector Permit issued by the Los Angeles County Department of Public Health. Failure to maintain a valid and active Waste Collector permit may lead to Contract termination or suspension.

N. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for Public Works to direct the cessation of all work activities and operations at no cost to Public Works until such time as the Contractor is in compliance.

O. Responsibilities of Public Works

Public Works will determine the need for as-needed services and conduct jobsite inspection.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified

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performance requirements, Public Works may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor Public Works acceptance of liquidated damages shall be construed to waive Public Works right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of Public Works is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Bid price.
  - d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the District for the award of the Contract.
  - f. It would be difficult for Public Works to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the District resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive working day that the Contractor fails to complete dry season or storm season catch basin cleaning or stenciling work within the time specified, unless otherwise provided in this Contract or approved by PWR or for any violation of safety practices including those outlined in the Confined Space Manual, Exhibit N.

The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due to the Contractor, liquidated damages in the sum of \$100 for each deficiency the Contractor fails to correct within five working days of notice by the Public Works Inspector.

4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

Q. Federally Funded Work

This provision will apply when federally funded or potentially federally funded work is needed by County. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractors listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

For federally funded work, the Contract Manager will, before assigning work to the Contractor, verify that the Contractor is not listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects. For your reference, a List of Debarred Contractors by U.S. Department of Labor's (DOL) Office of Federal Contract Compliance Programs (OFCCP) may be obtained by going to the following website: <https://www.sam.gov/portal/SAM/>.

If the Contractor is listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, then said Contractor will not be offered the work. The Contract Manager

will notify the Contractor of their negative standing in the SAM. The Contract Manager will also notify the Contractor of their ineligibility to receive any federally funded work under this contract, until the Contractor is able to satisfactorily correct the issue. The Contractor shall notify the Contract Manager when the Contractor has corrected their negative standing in the SAM, and the Contractor is no longer listed on the governmental exclusions in the SAM.

If the Contractor is **not** listed on the governmental exclusions in the SAM as a party excluded or ineligible by Federal agencies to participate in federally funded projects, Public Works may offer said Contractor the federally funded work.

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**FORM PW-2  
(WEST AREA B-WESTERN)**

**SCHEDULE OF PRICES FOR  
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR  
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY  
(BRC0000287)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **Any additional Catch Basin locations added to this Contract will be charged at the same unit prices reflected on this Form PW-2 (West Area B-Western), Schedule of Prices.**

**NOTE:**

1. All unit prices listed below shall include labor, equipment, materials, and traffic control unless otherwise indicated in Exhibit A, Scope of Work.
2. Public Works will reimburse all dumping fees plus a 10 percent handling charge upon receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site.
3. For work performed under Item B.7 below, Public Works will reimburse for rented vacuum trucks plus a 10 percent processing charge upon receipt of an invoice from the rental company. The Contractor will be reimbursed for Contractor owned vacuum trucks according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of bid submission and annually thereafter at the time of Contract renewal.
4. All unit prices shall include all requirements listed under Exhibit A, Scope of Work.

<u>Item</u> A.	<u>Description</u>	<u>Annual Frequency</u>	<u>Unit Price</u>	<u>Estimated # of Units</u>	<u>Annual Price</u> <u>(Frequency X</u> <u>Unit Price X</u> <u>Estimated # of</u> <u>Units)</u>
1.	Routine Dry Season Cleaning of all Catch Basins including all activities described in the Scope of Work, Exhibit A. Once per Dry Season.	1	\$ <u>28.00</u>	11,600	\$ <u>324,800</u>
2.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
3.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>



4.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
5.	Post Storm Cleaning of all Inserted Catch Basins as described in Exhibit A.	Unit Rate	\$ <u>12.00</u>	14,200 (7,100 catch basins x 2 storms)	\$ <u>170,400.00</u>
6.	Stenciling of the "No Dumping, This Drains to the Ocean" logo on each catch basin during the Dry Season.	Unit Rate	\$ <u>6.00</u>	3,900	\$ <u>23,400.00</u>
<b>TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6</b>					\$ <u>594,200.00</u>
<u>Item</u> B.	<u>Description</u>	<u>Annual Frequency</u>	<u>Unit Rate</u>	<u>Estimated # of Units</u>	<u>Annual Price</u> (Unit Rate X Estimated # of Units)
<b><u>AS-NEEDED SERVICES</u></b>					
7.	Emergency Catch Basins Cleaning as described in Exhibit A.	Unit Rate	\$ <u>10.00</u>	500	\$ <u>5,000.00</u>
8.	Monitor and Measuring of Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
9.	Waste Characterization of Collected Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
10.	Digital Photographs as described in Exhibit A.	Unit Rate	\$ <u>1.50</u>	28,500	\$ <u>42,750.00</u>
<b>TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10</b>					\$ <u>48,950.00</u>

<b>TOTAL PROPOSED ANNUAL PRICE</b> (TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 + TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10)	\$ <u>643,150.00</u>
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LEGAL NAME OF BIDDER <i>Ron's Maintenance Inc</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID <i>Ronnie</i>		
TITLE OF AUTHORIZED PERSON <i>President</i>		
DATE <i>May 14, 2022</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>972124</i>	LICENSE TYPE <i>CU1/063</i>
BIDDER'S ADDRESS: <i>11542 Horley Ave Downey, CA 90241</i>		
PHONE <i>213-359-3827</i>	FACSIMILE <i>562-841-2418</i>	E-MAIL <i>Ronsmaintenance@aol.com</i>

## SERVICE CONTRACT GENERAL REQUIREMENTS

## SECTION 1

## INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County and/or District to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, Los Angeles County Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Participating Cities. Cities that have submitted a Request for Services to the Department of Public Works, and their Catch Basins have been added to the Contract.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. Los Angeles County Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.



## SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT  
ADMINISTRATIONA. Amendments

1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County and/or District reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County and/or District may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County and/or District.

B. Assignment and Delegation

Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County and/or District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County and/or District consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board

or if delegated by the Board, the Director, and Contractor. Any payments by County and/or District to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County and/or District's sole discretion, against the claims which Contractor may have against County and/or District.

1. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County and/or District in accordance with applicable provisions of this Contract.
2. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County and/or District's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County and/or District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County and/or District employees and imposes similar reductions with respect to County and/or District Contracts, the County and/or District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County and/or District's

notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County and/or District with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County and/or District will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County and/or District requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County and/or District approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County and/or District for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. Contractor shall indemnify, defend, and hold harmless County and District, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with,

or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures as determined by County or District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County or District. Notwithstanding the preceding sentence, County or District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County and/or District with a full and adequate defense, as determined by County and/or District in its sole judgment, County and/or District shall be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County and/or District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County and/or District without County and/or District's prior written approval.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County and/or District under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall indemnify, defend, and hold harmless County and District, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this paragraph, as determined by County and/or District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be

conducted by Contractor and performed by counsel selected by Contractor and approved by County and/or District. Notwithstanding the preceding sentence, County and/or District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County and/or District with a full and adequate defense, as determined by County and/or District in its sole judgment, County and/or District shall be entitled to retain its own counsel including, without limitation, County and/or District Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County and/or District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County and/or District's prior written approval.

3. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County and/or District employee whose position with County and/or District enables such employee to influence the award of this Contract or any competing Contract shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County and/or District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County and/or District's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to County and/or District. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph may be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both.

J. Consideration of Hiring County and/or District Employees Targeted for Layoffs or are on a County Reemployment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County and/or District employees who are targeted for layoff or qualified, former County and/or District employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.
2. In the event that both laid-off County and/or District employees and GAIN and GROW participants are available for hiring, County and/or District employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County and/or District Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County and/or District seeks

to ensure that all County and/or District Contractors which receive or raise charitable contributions comply with California law in order to protect County and/or District and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County and/or District has established a goal of ensuring that all individuals who benefit financially from County and/or District through Contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and/or District and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code, Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code, Section 5246(b).

O. County and/or District's Quality Assurance Plan

County and/or District or its agent will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County and/or District determines are significant or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and/or District and Contractor. If improvement does not occur consistent with the corrective action measures, County and/or District may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County and/or District Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County and/or District facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County and/or District may make any necessary repairs. All costs incurred by County and/or District, as determined by County and/or District, for such repairs shall be repaid by Contractor by cash payment upon demand. County and/or District may deduct from any payment otherwise due Contractor for costs incurred by County and/or District to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County and/or District or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Counterparts and Electronic Signatures and Representations

At the discretion of County and/or District, County and/or District may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.



S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and/or District County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County and/or District may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County and/or District agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in

connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County and/or District, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County and/or District.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's Equal Employment Opportunity (EEO) Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County and/or District representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County and/or District.
7. If County and/or District finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County and/or District may terminate for default or suspend this Contract. While County and/or District reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County and/or District that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County and/or District shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County and/or District from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County and/or District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and/or District and shall immediately repay all such funds to County and/or District. Payment by County and/or District for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County and/or District's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay

the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and/or District and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County and/or District shall be addressed to:

Contracting Manager, Business Relations and Contracts Division  
Los Angeles County Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County and/or District shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County and/or District without the prior written consent of the Contract Manager. County and/or District shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County and/or District, indicate in its proposals and sales materials that it has been awarded this Contract with County and/or District, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County and/or District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County and/or District. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County and/or District shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County and/or District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County and/or District from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County and/or District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information shall be kept and maintained by Contractor and shall be made available to County and/or District during the term of this Contract and for a period of five years thereafter unless County and/or District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County and/or District's option, Contractor shall pay County and/or District for travel, per diem, and other costs incurred by County and/or District to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County and/or District shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County and/or District may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County and/or

District conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County and/or District's dollar liability for any such work is less than payments made by County and/or District to Contractor, then the difference shall be either: a) repaid by Contractor to County and/or District by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County and/or District, whether under this Contract or otherwise. If such audit finds that County and/or District's dollar liability for such work is more than the payments made by County and/or District to Contractor, then the difference shall be paid to Contractor by County and/or District by cash payment, provided that in no event shall County and/or District's maximum obligation for this Contract exceed the funds appropriated by County and/or District for the purpose of this Contract.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County and/or District landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County and/or District in County and/or District's sole discretion, shall undergo and pass a background investigation to the satisfaction of County and/or District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County and/or District may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County and/or District's request at any time during the term of the Contract. County and/or District will not provide to Contractor or to Contractor's staff any information obtained through the County and/or District's background investigation

County and/or District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County and/or District or whose background or conduct is incompatible with County and/or District facility access.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## II. Subcontracting

The requirements of this Contract may not be Subcontracted by Contractor without the advance written approval of County and/or District. Any attempt by Contractor to Subcontract without the prior written consent of County and/or District may be deemed a material breach of this Contract and the County and/or District may suspend or terminate for this Contract default.

1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County and/or District's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify, defend, and hold County and/or District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County and/or District's approval of Contractor's proposed Subcontract.
4. County and/or District's consent to Subcontract shall not waive County and/or District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County and/or District right.
5. County and/or District's Contract Manager is authorized to act for and on behalf of County and/or District with respect to approval of any Subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County and/or District's consent to Subcontract.



7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County and/or District from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Business Relations and Contracts Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County and/or District of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County and/or District to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County and/or District shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**NN. Local Small Business Enterprise Utilization**

When requested by the County and/or District, the Contractor shall provide to the County via methods specified by the County and/or District, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County and/or District-designated third party software system or to a County and/or District approved website, or other means of submitting expenditure information on subcontractors, including but not limited to the following information: the name, business address and telephone number/email address of each subcontractor.

In addition, the Contractor shall be required to provide each of the specified subcontractor Local Small Business Enterprise (SBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) status (i.e., whether any of the listed subcontractors are Local SBE's) and the proposed monetary amount of the work the subcontractor will perform on each Notice to Proceed. At the time of submittal of each invoice, the Contractor shall indicate, via methods specified by the County and/or District, the actual dollar amounts paid to each listed subcontractor who performed work on the project. The subcontractor may be requested to confirm receipt of the actual payment to the subcontractor by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Section. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in Exhibit F, Performance Requirements Summary, and that the Contractor shall be liable to the County and/or District for said amount.

If in the judgment of the Director, or his/her designee, the Contractor is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in Exhibit F, Performance Requirements Summary, may deduct and withhold liquidated damages from County and/or District's final payment to the Contractor.

**OO. Compliance with County's Zero Tolerance Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County and/or District shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County and/or District will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

PP. Method of Payment and Required Information

The County and/or District may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract with the County and/or District. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

QQ. Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County and/or District may, in its sole discretion, terminate the Contract.

RR. Compliance with the County Policy of Equity

The Contractor acknowledges that the County and/or District takes its commitment to preserving the dignity and professionalism of the workplace very

seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its Subcontractors to uphold the County and/or District 's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

SS. Contractor Independence

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County and/or District solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County and/or District solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County and/or District. A violation of this provision shall result in the disqualification of the Contractor from participation in the County and/or District solicitation or the termination or cancellation of any resultant County and/or District contract. This provision shall survive the expiration, or other termination of this Agreement.

## SECTION 3

## TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County and/or District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County and/or District may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County and/or District, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County and/or District, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County and/or District upon request and shall become the property of County and/or District.

C. Termination/Suspension for Default

1. County and/or District may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County and/or District:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County and/or District may authorize in writing) after receipt of written notice from County and/or District specifying such failure.

In the event County and/or District suspends or terminates this Contract in whole or in part pursuant to this paragraph, County and/or District may procure, upon such terms and in such manner, as County and/or District may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County and/or District for any and all excess costs incurred by County and/or District, as determined by County and/or District, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

2. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County and/or District in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the

default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

3. If, after County and/or District has given notice of termination or suspension under the provisions of this paragraph, it is determined by County and/or District that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
4. The rights and remedies of County and/or District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
5. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County and/or District may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County and/or District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County and/or District shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County and/or District officer or employee to solicit such improper consideration. The report shall be made either to County and/or District manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County and/or District may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County and/or District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County and/or District may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County and/or District's future fiscal years unless and until the Board appropriates funds for this Contract in County and/or District's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County and/or District will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.



## SECTION 4

## GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County and/or District.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County and/or District for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

## 1. Contractor shall:

- a. Not knowingly sell or supply to County and/or District any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County and/or District, identify the country/countries of origin of any products, goods, supplies, or

other personal property Contractor sells or supplies to County and/or District.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
  - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County and/or District are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County and/or District high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County and/or District's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County and/or District.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Materials and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County and/or District will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County and/or District will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/ County and/or District facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. CARD

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County and/or District will exercise a contract term extension option.

## SECTION 5

## INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and/or District and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and/or District and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County and/or District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County and/or District. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District, Elected Officials, Appointed Officers, Agents, Employees, Participating Cities, and Volunteers ("County and District Indemnitees"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees or District Indemnitees. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

Districts, District, Elected Officials, Appointed Officers, Agents, Employees, Participating Cities, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County and/or District, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County and District includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County or District. County and/or District may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County and/or District, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County and District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County and/or District, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District, Elected Officials, Officers, Agents, Employees, Participating Cities, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County and/or District at the address shown below and provided prior to commencing services under this Contract.
  - a. Renewal Certificates shall be provided to County and/or District not less than ten days prior to Contractor's policy expiration dates. The County and/or District reserves the right to obtain complete,

certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County and/or District-required endorsement forms.
- c. Neither the County or District's failure to obtain, nor the County and/or District's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Public Works  
Business Relations and Contracts Division  
P.O. Box 1460  
Alhambra, California 91802-1460  
Attention: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County and/or District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County and/or District property, and any loss, disappearance, destruction, misuse, or theft of County and/or District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County and/or District of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County and/or District.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District Elected Officials, Officers, Agents, Employees, Participating Cities, and Volunteers shall be provided additional insured status under

Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County and/or District. The County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District, Elected Officials, Officers, Agents, Employees, Participating Cities, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County and/or District. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District, Elected Officials, Officers, Agents, Employees, Participating Cities, and Volunteers as an additional insured, even if they exceed the County and/or District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County and/or District with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County and/or District at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County and/or District, upon which the County and/or District may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County and/or District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County and/or District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County and/or District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County and/or District with A.M. Best ratings of not less than A:VII unless otherwise approved by County and/or District.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor.



Any County and/or District-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County and District under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County and/or District with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District, Elected Officials, Officers, Agents, Employees, Participating Cities, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County and/or District's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County and/or District to pay any portion of any Contractor deductible or SIR. The County and/or District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County and/or District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability

coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

14. Alternative Risk Financing Programs: The County and/or District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Participating Cities, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County or District Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County and/or District, the Contractor shall pay full compensation for all costs incurred by the County and/or District.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, the Los Angeles County Flood Control District, Elected Officials, Officers, Agents, Employees, Participating Cities, and Volunteers as an additional insured, with limits of not less than:
 

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million
2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes

Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a Professional Employer Organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County and District as the Alternate Employer, and the endorsement form shall be modified to provide that County and District will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

## SECTION 6

## CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County and/or District's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County and/or District acquires information concerning the performance of Contractor on this or other Contracts which indicates that Contractor is not responsible, County and/or District may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County and/or District Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing Contracts Contractor may have with County and/or District.

C. Nonresponsible Contractor

County and/or District may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a Contract with County and/or District or a nonprofit corporation created by County and/or District; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County and/or District, any other public entity, or a nonprofit corporation created by County and/or District, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County and/or District or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that

hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County and/or District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County and/or District.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County and/or District contractors.

F. Prohibition of Contract with Suspended, Debarred, Ineligible or Excluded Contractor by Federal or State Government

Contractor hereby acknowledges that County and/or District is prohibited from contracting with parties that are suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County and/or District's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County and/or District may immediately terminate or suspend this Contract.

## SECTION 7

## COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County and/or District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County and/or District or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County and/or District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County and/or District under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County and/or District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an

exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County and/or District may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County and/or District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County and/or District may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County and/or District contracts for a period of time consistent with the seriousness of the breach.



## SECTION 8

## SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County and District place a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County and District's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its Subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

## SECTION 9

## SOCIAL ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County and/or District any difference between the Contract amount and what the County and/or District's costs would have been if the Contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than 10 percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 10

## LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County and/or District any difference between this Contract amount and what County and/or District's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 11

## DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - a. Pay to the County and/or District any difference between the Contract amount and what the County and/or District's costs would have been if the Contract had been properly awarded.
  - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAMA. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County and/or District has established a goal of ensuring that all individuals and businesses that benefit financially from the County and/or District through any Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and/or District and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County and/or District under any other provision of this Contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County and/or District may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code, Chapter 2.206.

## SECTION 13

## COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- A. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County and/or District Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County and/or District employees, interns, volunteers, and commissioners ("County and/or District workforce members"), (2) working on County and/or District owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- B. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- C. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County and/or District before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records

to the County and/or District for audit purposes, when required by County and/or District.

- D. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County and/or District for audit purposes, when required by County and/or District. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County and/or District workforce members, (2) working on County and/or District owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County and/or District or other applicable law, regulation or order.
  2. Wear a mask that is consistent with CDC recommendations at all times while on County and/or District controlled or owned property, and while engaging with members of the public and County and/or District workforce members.
  3. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- E. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.



## Department of the Treasury Internal Revenue Service

### Notice 1015

(Rev. December 2020)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2020 are less than \$56,844 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2021.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

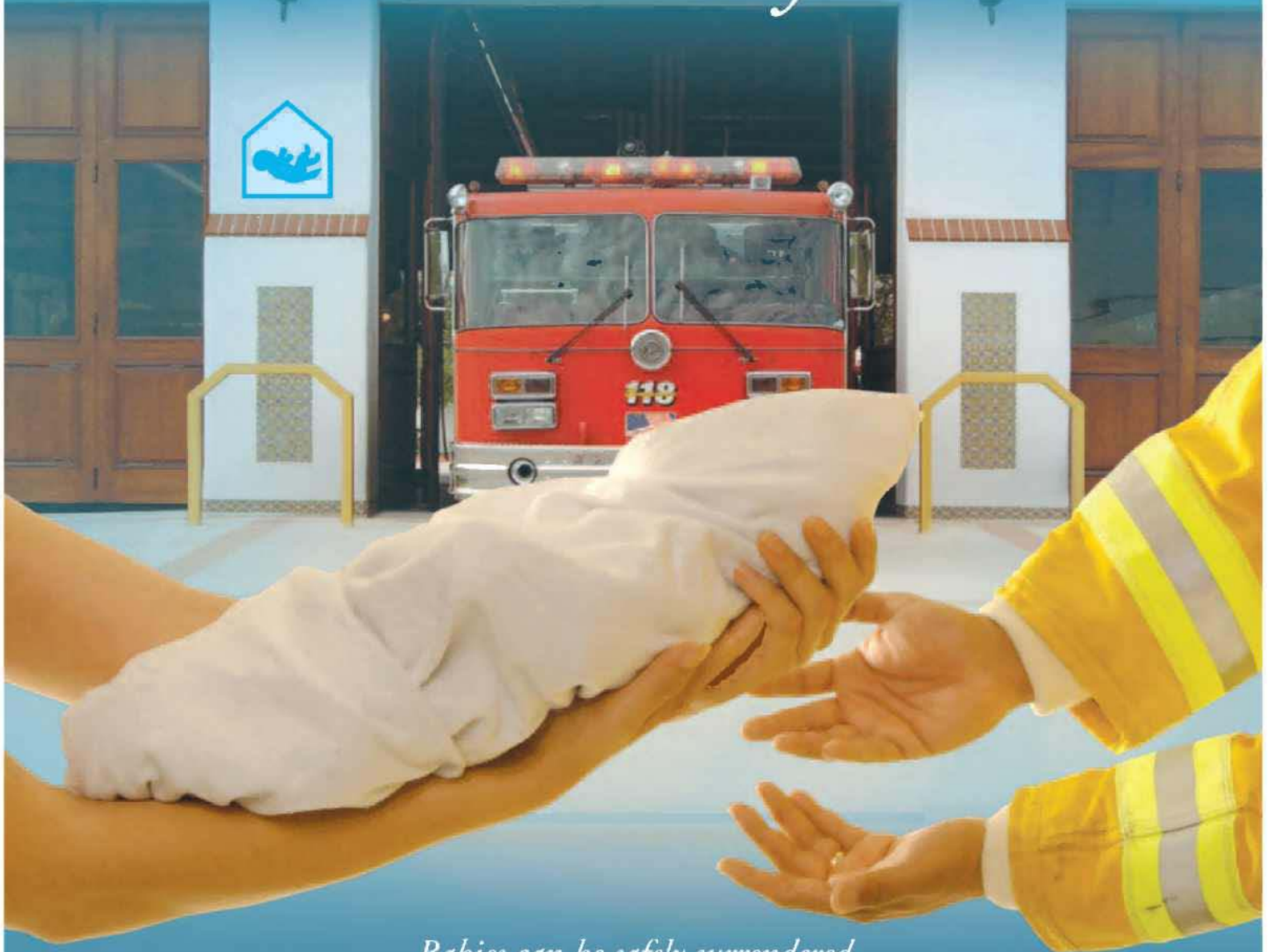
#### How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2020 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2020 and owes no tax but is eligible for a credit of \$800, he or she must file a 2020 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2020)  
Cat. No. 205991



# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

**No shame. No blame. No names.**

**In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

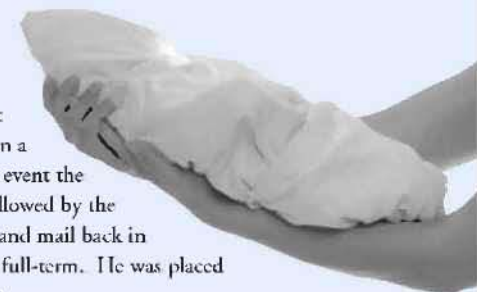
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and Contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from Contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a Contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the Contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended Contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and Contract language.**

All solicitations and all new, renewed, extended, and/or amended Contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded Contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new Contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing Contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the Contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new Contract, or renewal, extension or amendment of an existing Contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

## **2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following Contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A Contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular Contractor;
3. A purchase made through a State or Federal Contract;
4. A Contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National Contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
  14. Other Contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  2. Pursuant to Chapter 2.202, seek the debarment of the Contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>A. SCOPE OF WORK</b>				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>B. REPORTS/DOCUMENTATIONS</b>				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$25 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<b>C. EMPLOYEES</b>				
1. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Photo I.D. Badges (REMOVED if not needed)	Photo I.D. badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Uniform (REMOVED if not needed)	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training Program (REMOVED if not needed)	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			<input type="checkbox"/> N/A	
6. Maintain Knowledge of Safety Requirements	Understands the standards for safe practices related to the work.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>D. SUPERVISOR/MANAGERS</b>				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to Complaints, Requests, and Discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests, maintain good work records, and acceptable level of service.	\$50 per day; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>E. CONTRACT ADMINISTRATION</b>				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

**PERFORMANCE REQUIREMENTS SUMMARY**

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through N, inclusive, of this Contract (Exhibits A-N) and this PRS, Exhibits A-N shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-N, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

**EXHIBIT G.**

**CATCH BASINS**

**SPREADSHEETS ARE**

**AVAILABLE IN THE**

**ATTACHED CD.**

**CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS**

**Shop Drawings ARS**

**SCI Industries Inc.**

**04-05-06**

**Ref: Adjustments on CleanScreen**

**Drawing No. 1  
Before Adjustments**

**Point A** Adjustment for the Door & Curb.

**Point AA** Door & Curb are not parallel to each other.

**Point B** Adjustment for the Actuator distance.

**Point BB** Actuator's distance is too far back from the concrete.

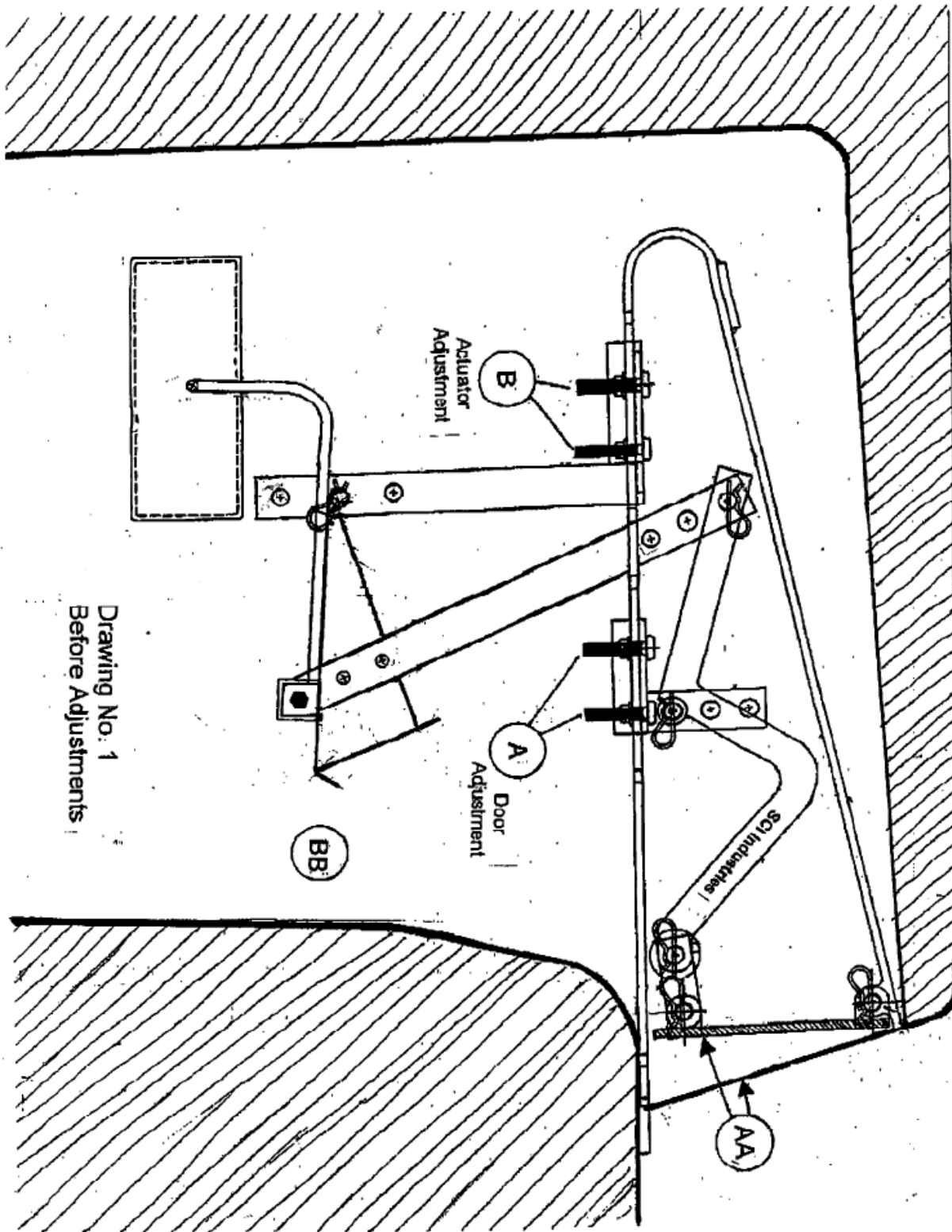
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**Drawing No. 2  
After Adjustments**

**Point AA** Door & Curb are parallel.

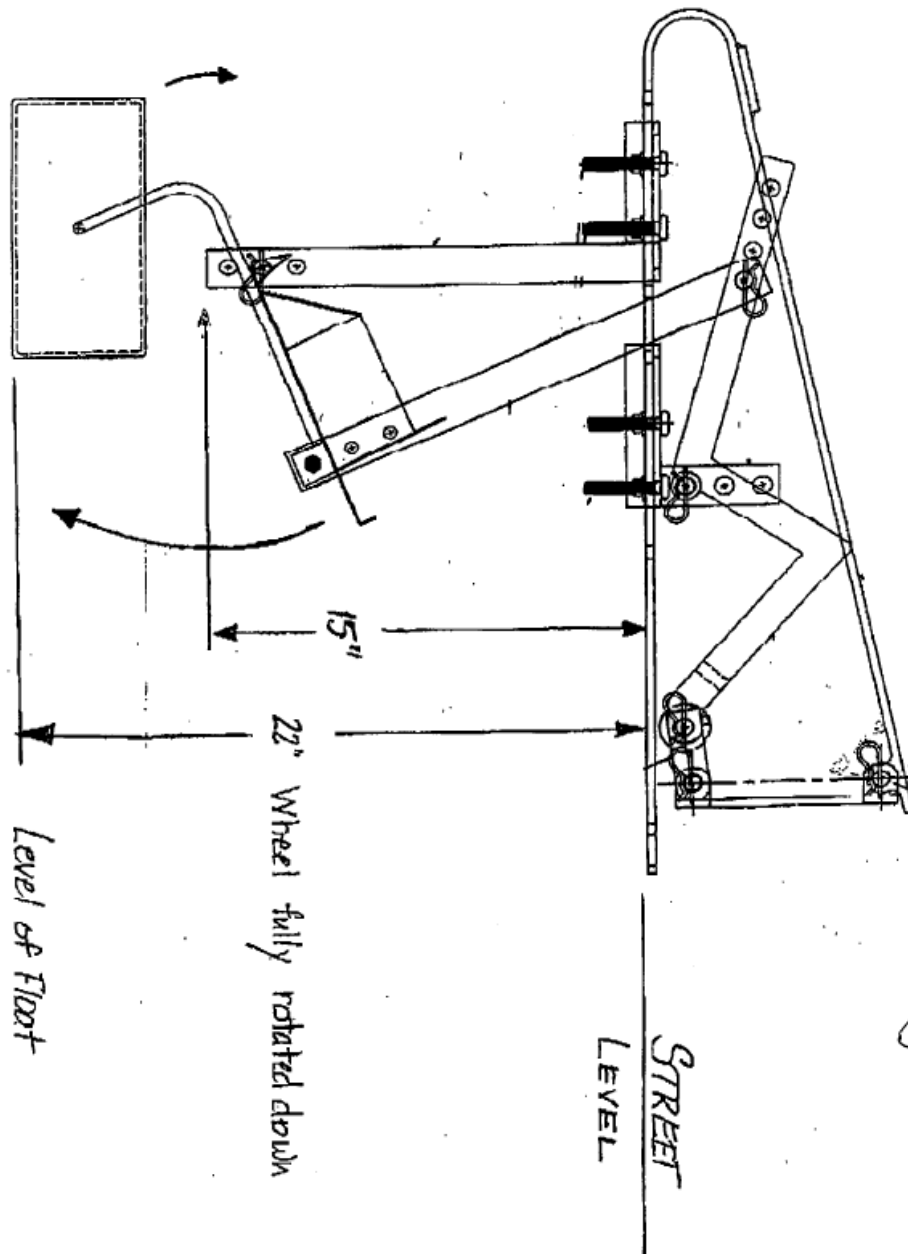
**Point BB** Actuator's distance from concrete as needed.

**CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS**





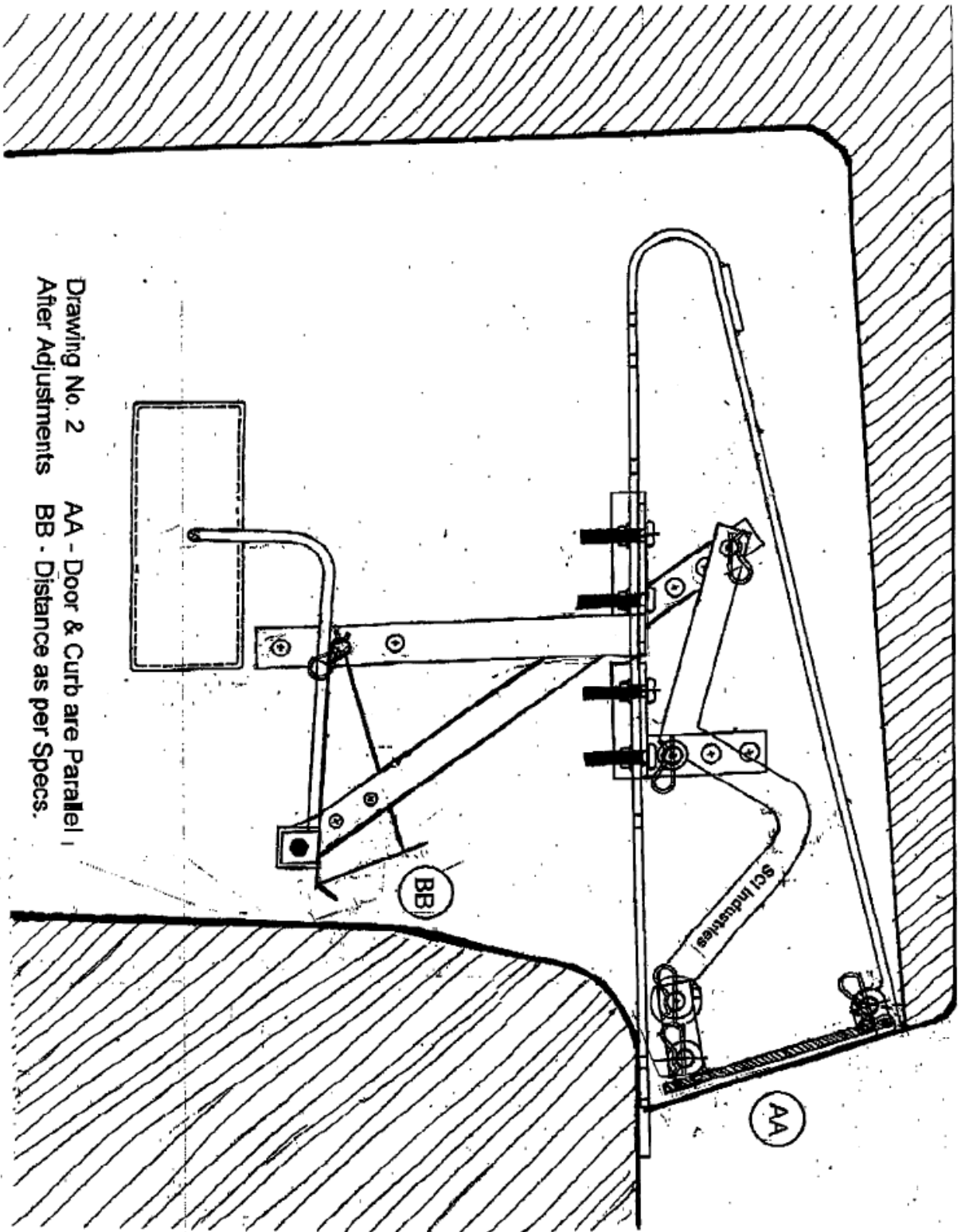
**CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS**



*Attn. Tony Baird  
Fax. 805-1529-0559  
3/16/02*

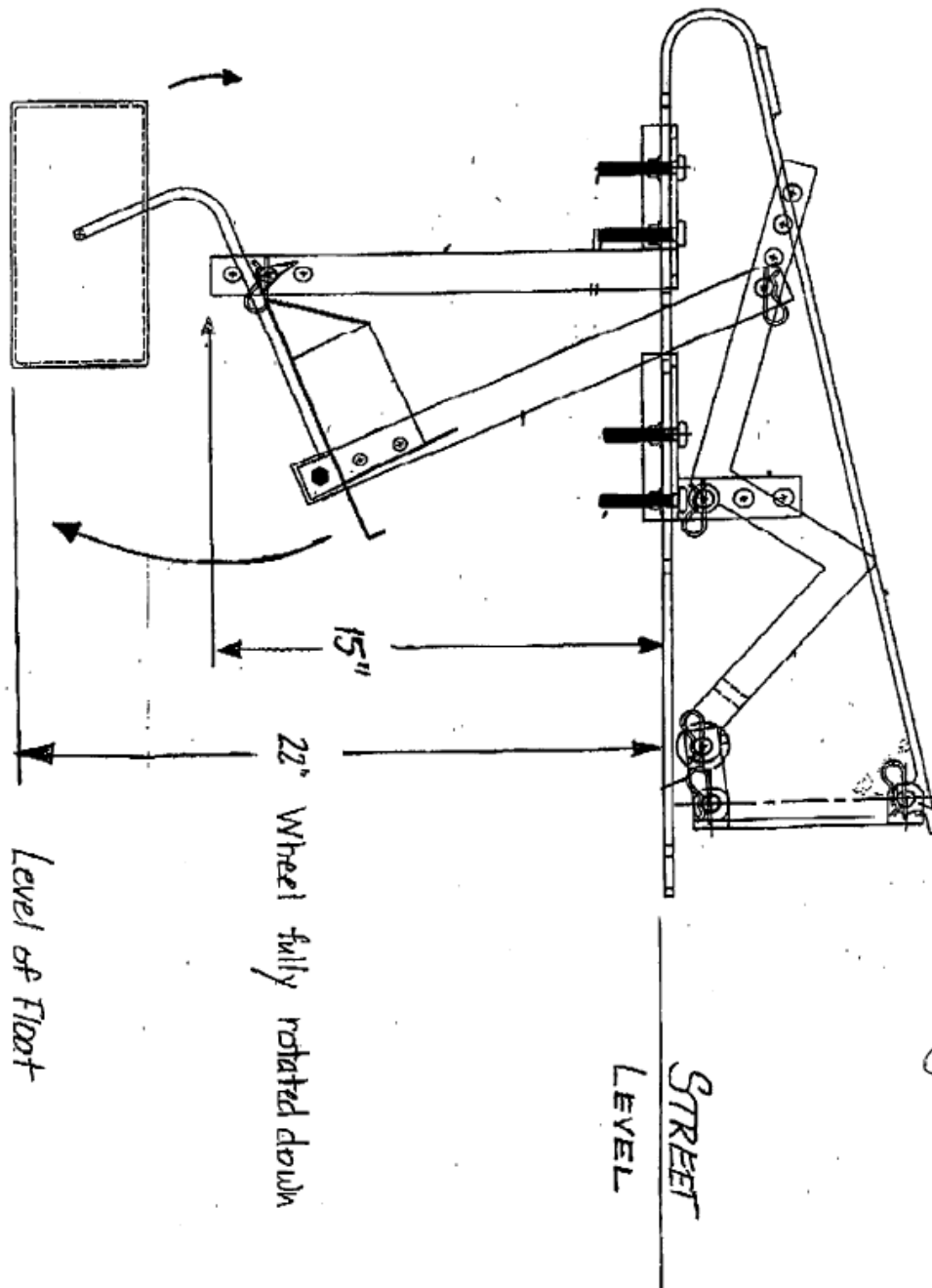
*Type II  
Clean screen  
Asbury Environmental*

**CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS**



**CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS**

*Attn. Tony Baird  
Fax. 805-529-0559  
3/16/02*



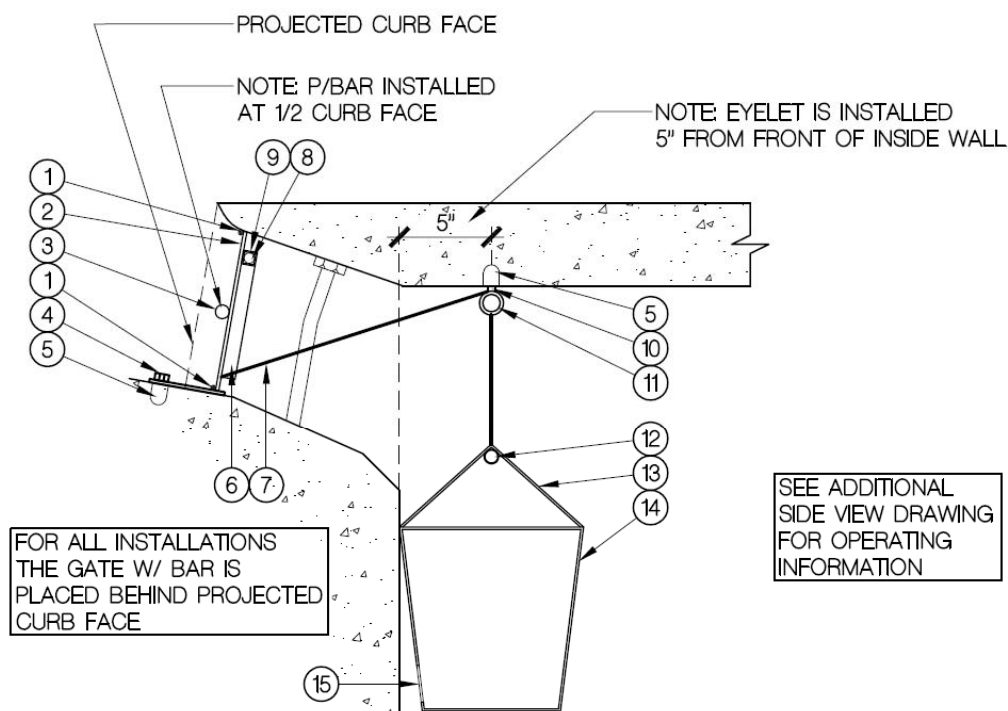
*Type II  
Clean screen  
Asbury Environmental*

## CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



### U.S. Enviro-Net Services, Inc. OCEAN-Pro Debris Gate™ Patent# 6,217,756

#### SECTION



ITEM	DESCRIPTION	MATERIAL	SIZE
①	WELD	SS 309 3/32 ELECTRODE	3/32" DIA.
②	FLAT BAR	GALVANIZED STEEL	3" X 3/16" X H
③	SOLID ROUND: P-BAR	RE-USE EXISTING	3/4" ROUND SOLID
④	HEX LAG	STAINLESS STEEL	1/4" X 15"
⑤	SCREW ANCHOR	ALLIGATOR ANCHOR - TOGGLER ANCHOR SYSTEM	5/16" X 2"
⑥	ANGLE: FRAME	GALVANIZED STEEL	3/4" X 3/4" X 1/8"
⑦	AIRCRAFT CABLE	STAINLESS STEEL CABLE	1/8" DIA.
⑧	SOLID ROUND: PIN	STAINLESS STEEL	7/16" ROUND SOLID
⑨	SQUARE TUBE	STAINLESS STEEL	3/4" X 3/4" X .065
⑩	EYE LAG	STAINLESS STEEL	1/4" X 15"
⑪	MARINE PULLEY	STAINLESS STEEL	3/4"
⑫	P.V.C. TUBE	P.V.C.	3/4" DIA.
⑬	SCREEN COVER	ALUMINUM	1/2" X 1/2" X 1/16"
⑭	WATER-CATCH	POLYETHYLENE	10" X 10" X 30"
⑮	WATER EXIT HOLE	OPEN	2" DIA.

## CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



U.S. Enviro - Net Services, Inc.  
"OCEAN - PRO"  
Debris Gate™ Plus

### ARS ASSEMBLY MANUAL

**12.-** At 12 ½", vertical measurement, since center of the eye lag **ARS-HDW-009**, down shall be placed the S.S. brackets **(ARS-HDW-004)** to wall using alligator anchor **ARS-HDW-003**, S.S. washers **ARS-HDW-002** and S.S. hex lags **ARS-HDW-001**.

**13.-** The gate shall be installed to **ARS-FRA-001**, 3" flat bar in field; introducing the **ARS-HDW-010** S.S. solid round across the couple of **ARS-FRA-009** square tube and a torsion spring S.S. **ARS-HDW-011**, keeping a clearance around  $\pm 1/16"$  -  $3/16"$  in vertical sides, and  $\pm 1/8"$  -  $1/2"$  in the floor.

**14.-** The basket Dual tray assembly **ARS-G2-001** shall be fastened to **ARS-HDW-004** S.S. brackets using the **ARS-HDW-002** washers, S.S. hex bolts **(ARS-HDW-005)** and S.S. nuts **(ARS-HDW-013)**

**15.-** The aircraft cable S.S. **(ARS-HDW-007)**, around 3 feet length, shall be fastened at screen gate with S.S. swedges **(ARS-HDW-006)**. The other toe across the marine pulley **ARS-HDW-008** shall be fastened to frame support of Dual tray assembly basket **ARS-G2-001**. Fitting the basket position as far as 2" slope respect horizontal position.

**16.-** The Automatic Retractable Screen (A.R.S.) device shall need taste for any patch up, rotating the basket **ARS-G2-001** and opening the gate, if it's necessary it can be possible to apply WD-40 in torsion springs **ARS-HDW-011** area.

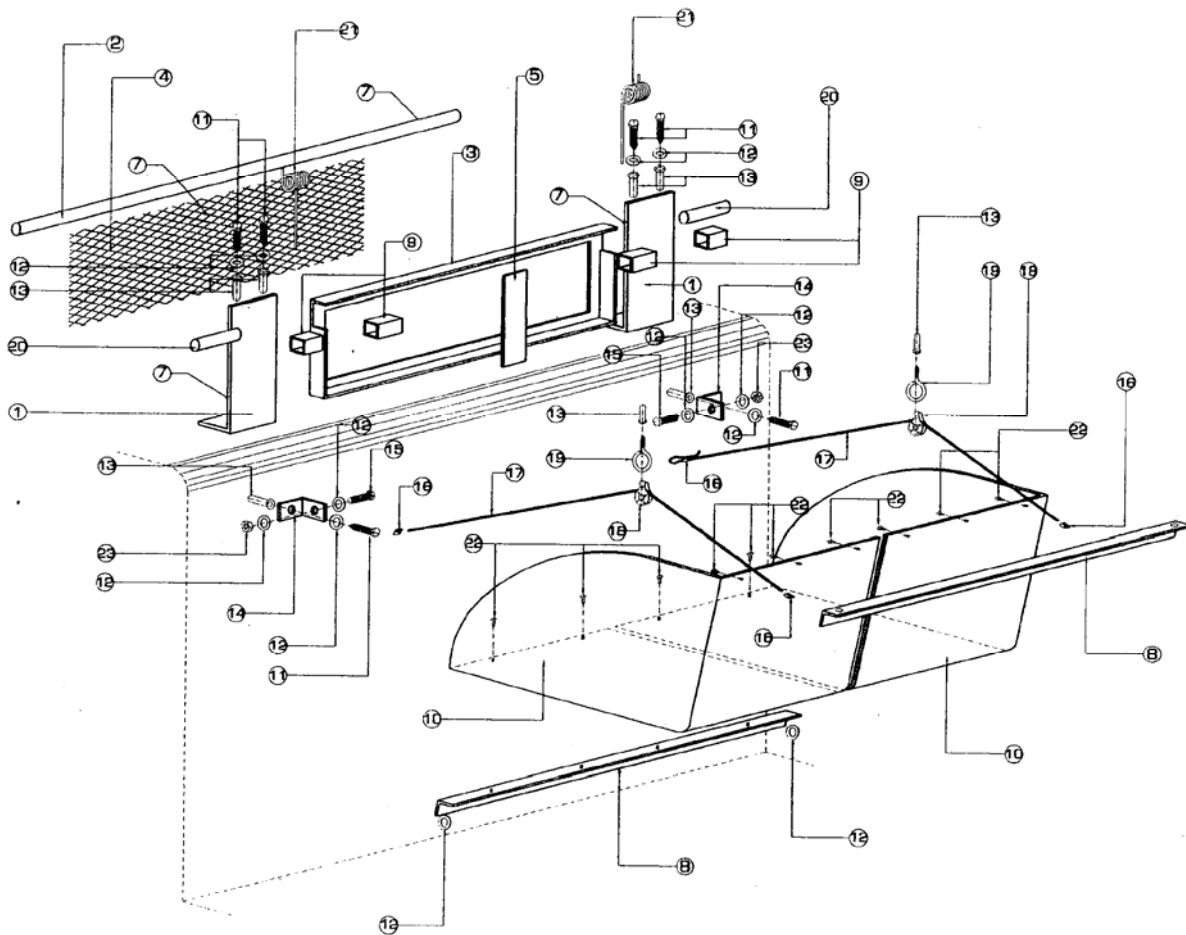
**17.-** Before apply protective paint **(ARS-FRA-007)** in screen area, shall be necessary clean up all field welds.

# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



U.S. Enviro - Net Services, Inc.  
"OCEAN - PRO"  
Debris Gate™ Plus

## ARS - ASSEMBLY/ DISASSEMBLY MANUAL



### NOTES:

- 1.- ALL G2 SUBMITTED DRAWINGS EXEMPT FROM CA. PUBLIC RECORDS (DO NOT DISTRIBUTE) PATENT PENDING
- 2.- DRAWINGS NOT TO SCALE

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# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



U.S. Enviro - Net Services, Inc.

"OCEAN - PRO"

Debris Gate™ Plus

## ARS - ASSEMBLY/ DISASSEMBLY MANUAL

ITEM	CODE	DESCRIPTION	SIZE
1	ARS-FRA-001	FLAT BAR MS GALVANIZED	3" X 3/16" X H [VARIABLE]
2	ARS-FRA-002	SOLID ROUND RE-USE EXISTING	3/4" SOLID ROUND
3	ARS-FRA-003	ANGLE MS GALVANIZED	3/4" X 3/4" X 1/8"
4	ARS-FRA-004	EXPANDED MS GALVANIZED	3/4" X 3/4" X # 9
5	ARS-FRA-005	FLAT BAR MS GALVANIZED	2" X 3/16" X H [VARIABLE]
6	ARS-FRA-006	WELDS AWS 309L S.S.	1/8" DIAMETER
7	ARS-FRA-007	PROTECTIVE PAINT	
8	ARS-FRA-008	FRAME SUPPORT MS GALVANIZED	3/4" X 3/4" X 1/8" X 31"
9	ARS-FRA-009	SQUARE TUBE STAINLESS STEEL	3/4" X 3/4" X .065
10	ARS-G2-001	DUAL TRAY ASSEMBLY	8 1/2" X 14" X 14" EA.
11	ARS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
12	ARS-HDW-002	STAINLESS STEEL WASHERS	1/4"
13	ARS-HDW-003	ALLIGATOR ANCHOR	1/4"
14	ARS-HDW-004	STAINLESS STEEL BRACKETS	3/4" X 3/4" X 1/8"
15	ARS-HDW-005	STAINLESS STEEL HEX BOLTS	1/4"
16	ARS-HDW-006	CABLE FASTENER S.S. SWEDGES	3/32"
17	ARS-HDW-007	AIRCRAFT CABLE STAINLESS STEEL	3/32" DIAMETER
18	ARS-HDW-008	MARINE PULLEY STAINLESS STEEL	3/4"
19	ARS-HDW-009	EYE LAG STAINLESS STEEL	1/4"
20	ARS-HDW-010	SOLID ROUND STAINLESS STEEL	7/16" DIAMETER
21	ARS-HDW-011	TORSION SPRINGS STAINLESS STEEL	9/64" DIAMETER
22	ARS-HDW-012	RIVETS STAINLESS STEEL	3/16"
23	ARS-HDW-013	NUTS STAINLESS STEEL	1/4" DIAMETER

### NOTES:

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- 2.- BULB ANGLE / FACE ANGLE PROVIDED BY OTHERS
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## CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

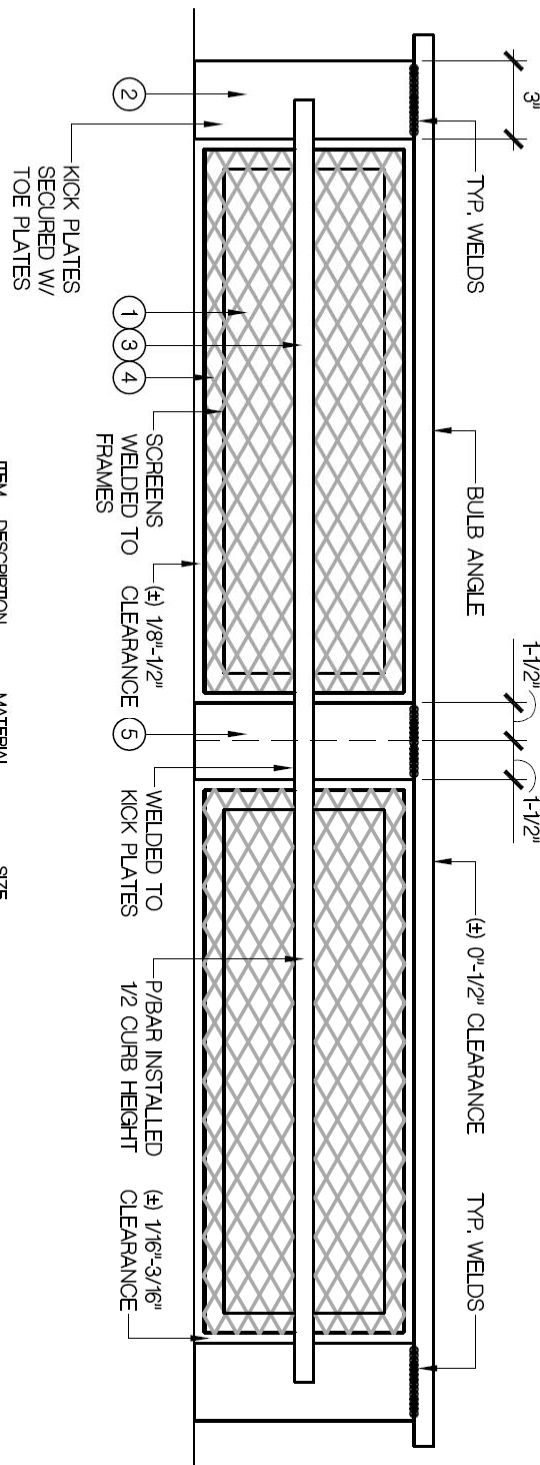


U.S. Enviro-Net Services, Inc.

# OCEAN-Pro Debris Gate™

Patent# 6,217,756

## 2 UNIT INSTALLATION\*



ITEM	DESCRIPTION	MATERIAL	SIZE
①	EXPANDED METAL	GALVANIZED STEEL	3/4" X 3/4" X #9
②	FLAT BAR	GALVANIZED STEEL	3" X 3/16" X H
③	SOLID ROUND	RE-USE EXISTING	3/4" ROUND SOLID
④	ANGLE	GALVANIZED STEEL	3/4" X 3/4" X 1/8"
⑤	FLAT BAR	GALVANIZED STEEL	3" X 3/16" X H

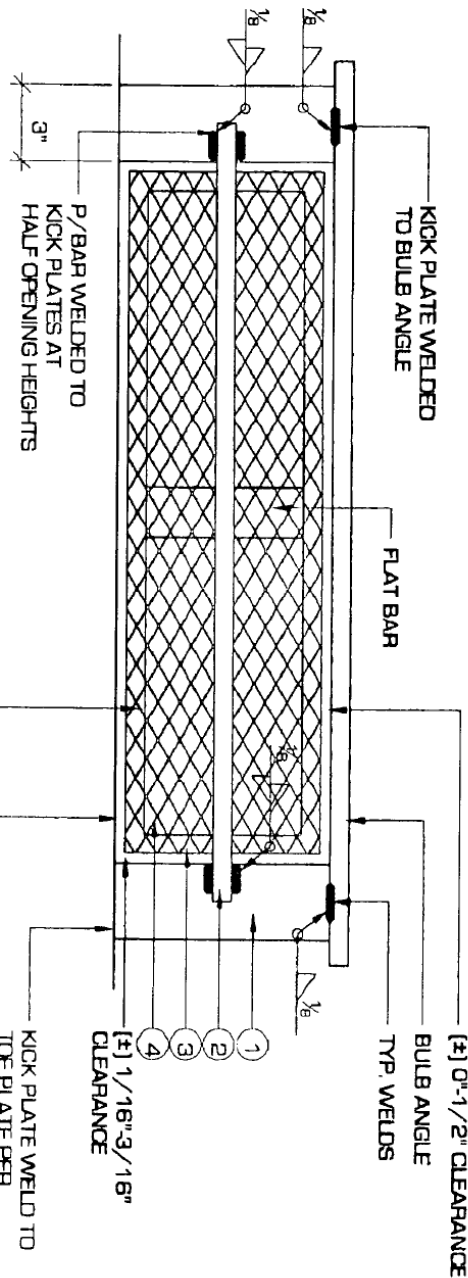
\* NOTE: INDEPENDENT DEBRIS GATE INSTALLED BETWEEN EACH VERTICAL SUPPORT BOLT.



# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

ALL GE SUBMITTED DRAWINGS  
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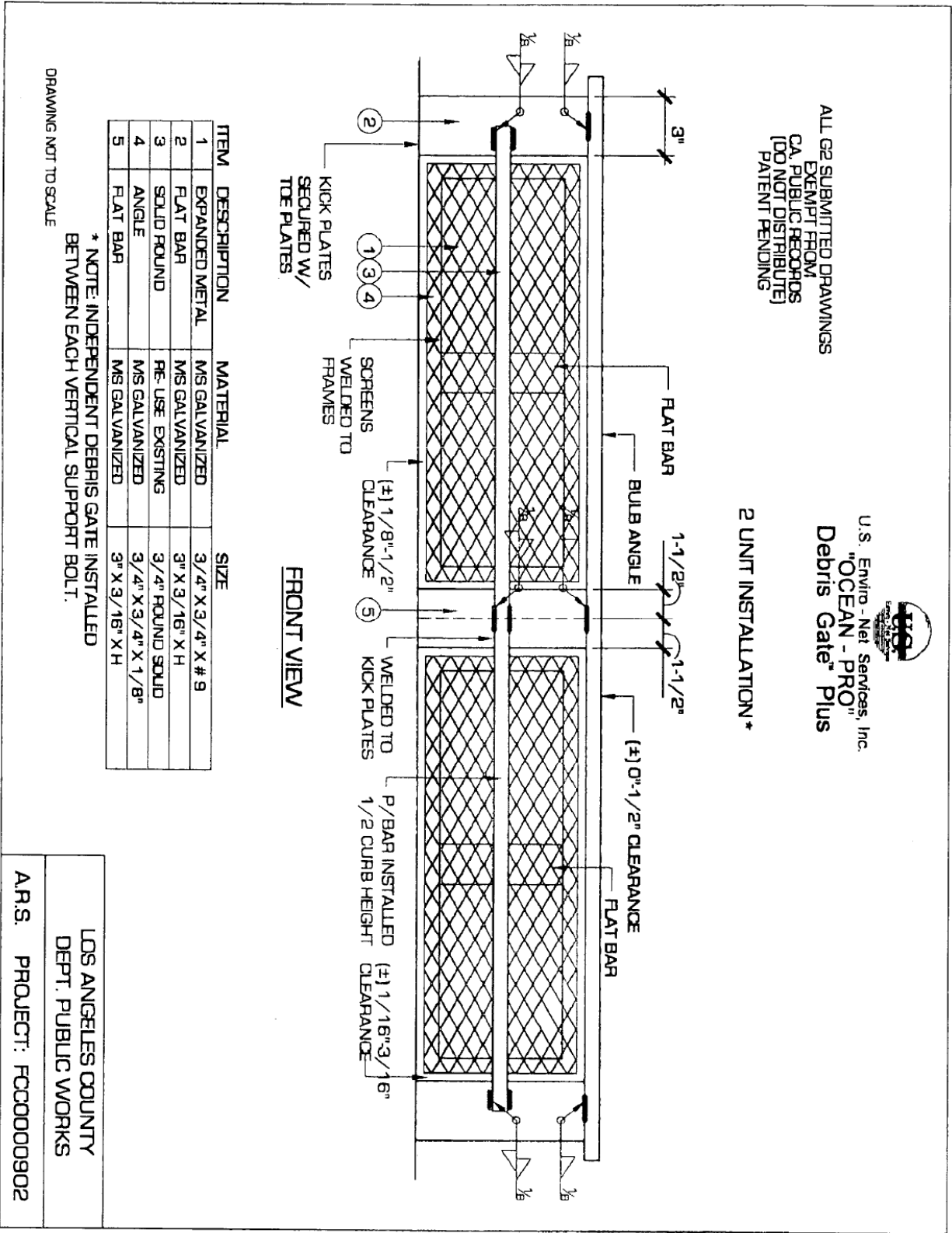


ITEM	DESCRIPTION	MATERIAL	SIZE
1	FLAT BAR	MS GALVANIZED	3" X 3/16" X H
2	SOLID ROUND	RE - USE EXISTING	3/4" ROUND SOLID
3	ANGLE	MS GALVANIZED	3/4" X 3/4" X 1/8"
4	EXPANDED METAL	MS GALVANIZED	3/4" X 3/4" X # 9

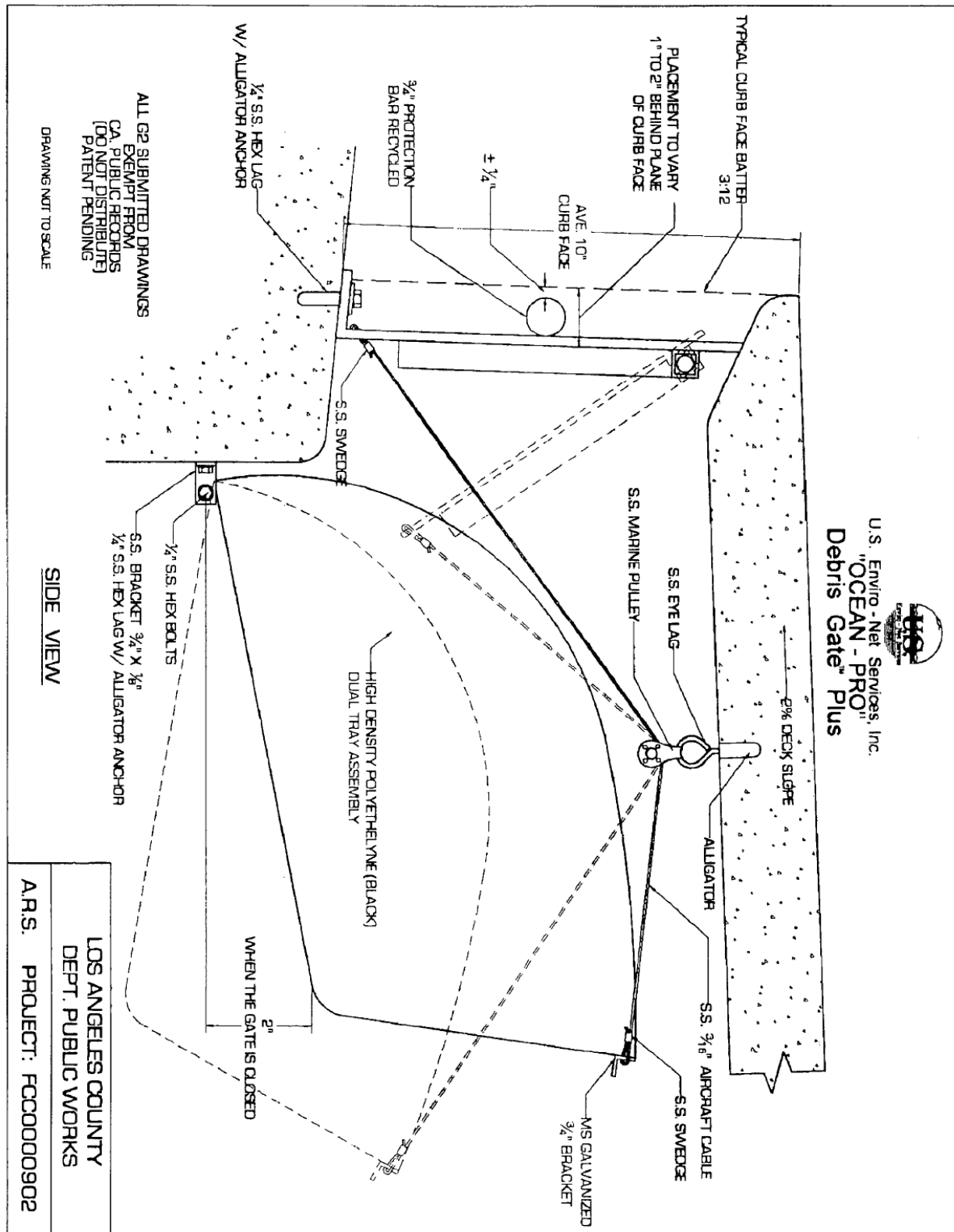
DRAWING NOT TO SCALE

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DEPT. PUBLIC WORKS  
A.R.S. PROJECT: FCC0000902

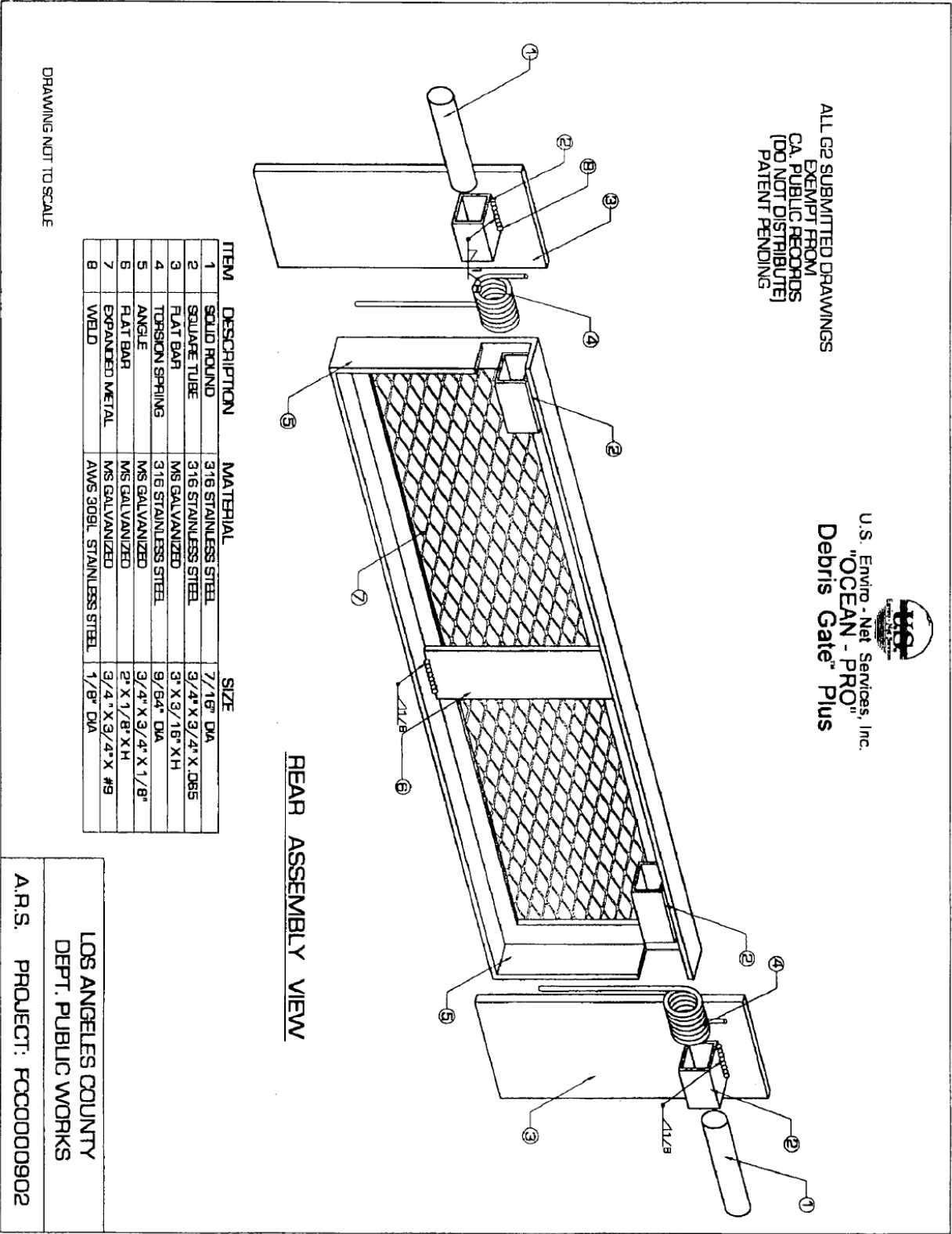
CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS



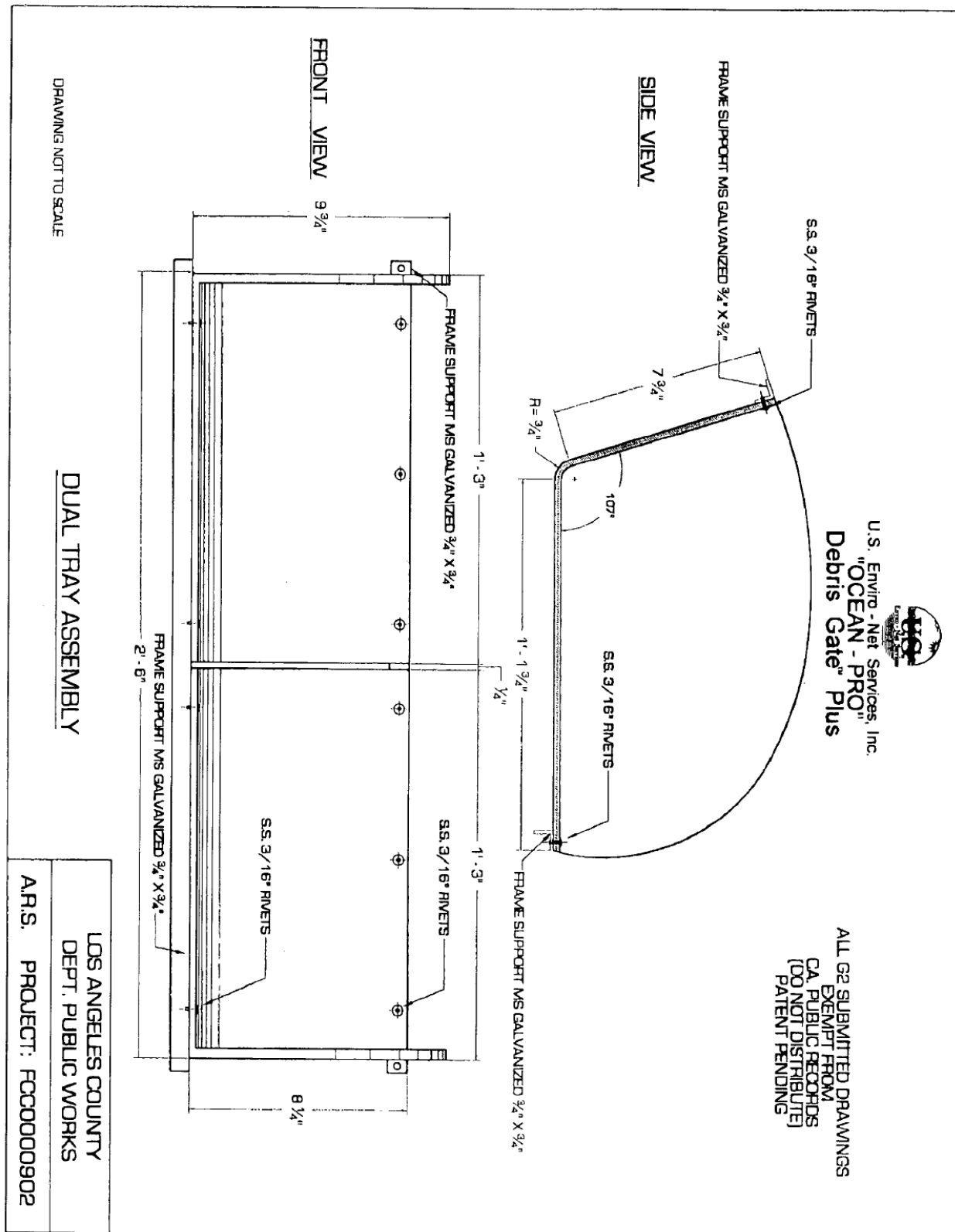
# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



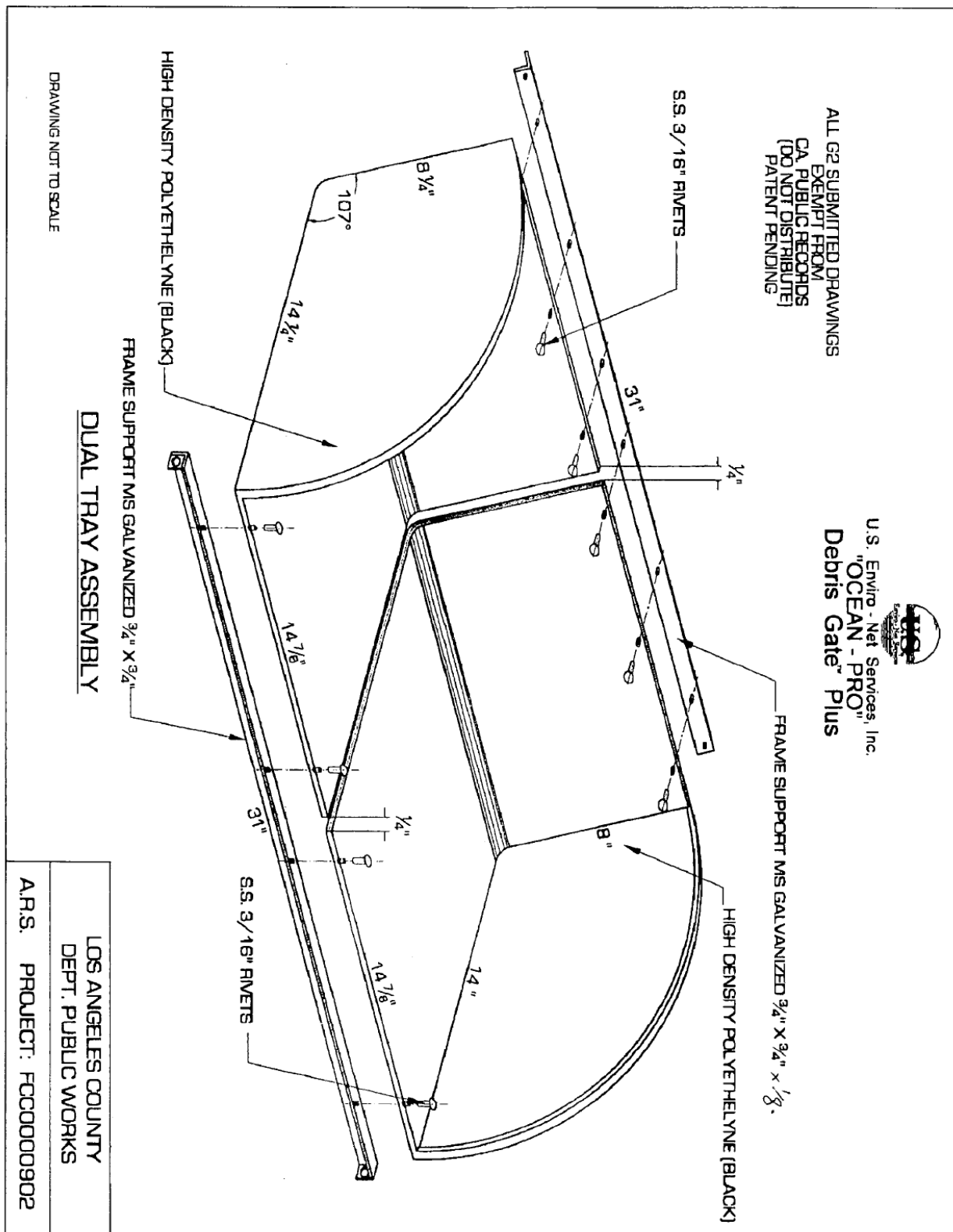
CATCH BASIN  
STANDARD PLANS AND SPECIFICATIONS



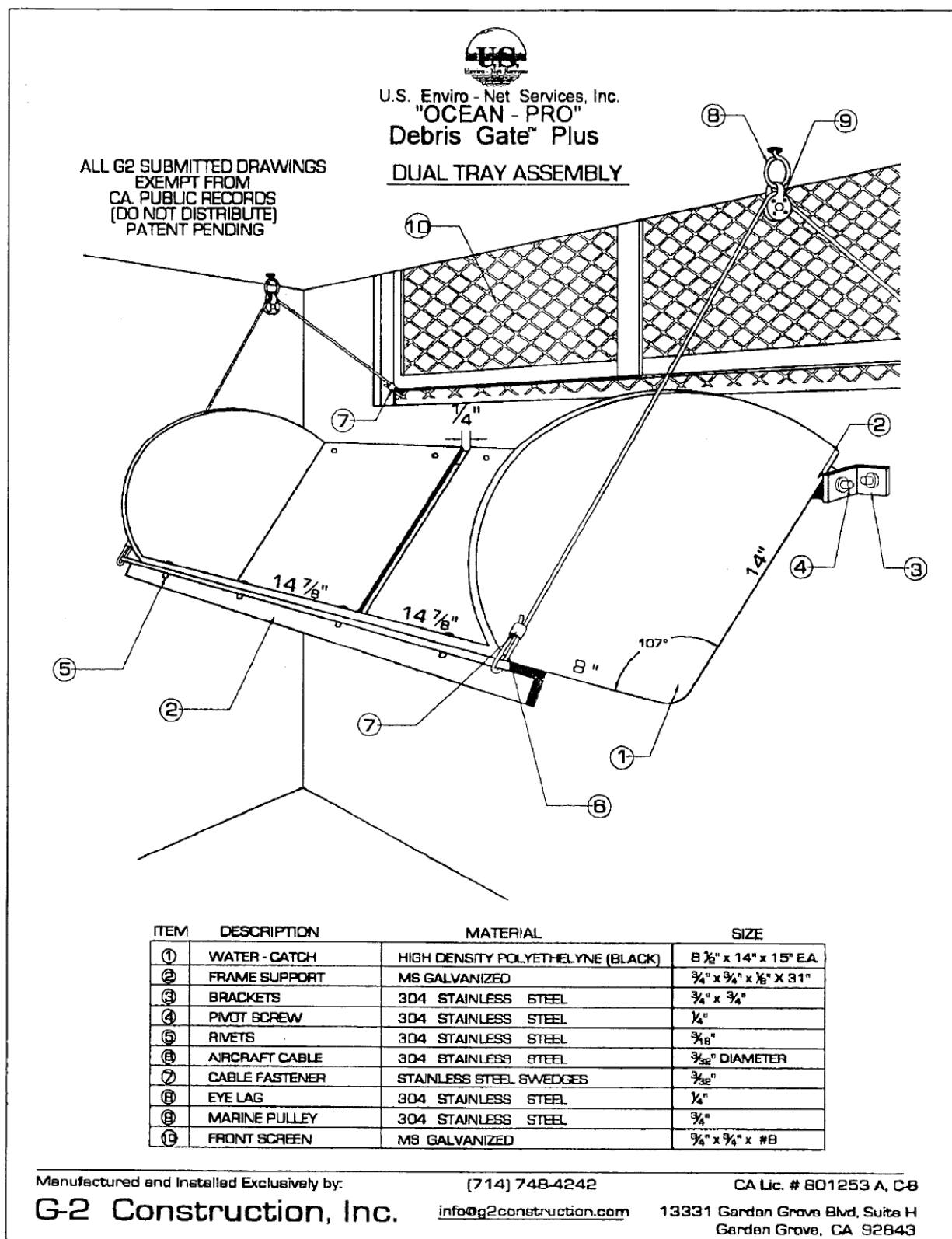
# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



## CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



## CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

### Shop Drawings CPS



### CPS UNIT ASSEMBLY MANUAL

1.- For reefer Parts Manual Code, see the **CPS- ASSEMBLY / DISASSEMBLY MANUAL** page 01/02.

2.- CPS unit can it be assembly for different cases:

- **Case # 1.- CPS unit FRONT WALL WITH DEFLECTOR**
- **Case # 2.- CPS unit FRONT WALL CORNER WITH DEFLECTOR**
- **Case # 3.- CPS unit BACK CORNER NO DEFLECTOR**
- **Case # 4.- CPS unit FRONT CORNER WITH DEFLECTOR**

For details, see the **CPS DRAWING PLANS** attach, page 01 to 09.

3.- All CPS assembly fasteners parts shall be S.S. hex bolts (**CPS-HDW-002**), S.S. washers (**CPS-HDW-006**) and S.S. nuts (**CPS-HDW-005**).

4.- All fasteners between CPS unit and Catch Basins interior, shall be alligator anchor (**CPS-HDW-004**), S.S. hex lag (**CPS-HDW-001**) and S.S. washers **CPS-HDW-006**.

5.- The CPS screen and deflector (if apply), shall be S.S. perforated metal (**CPS-FRA-001**). All CPS frame support shall be S.S. perforated metal (**CPS-FRA-002**).

6.- The CPS screen shall include 1 ½" overlap bent 90° each way, for fastener to Catch Basin wall.

7.- The CPS deflector shall include 1 ½" overlap bent 90°, for fastener to Catch Basin wall.

8.- CPS frame support shall be a **CPS-FRA-002** 1 ½" x 1 ½" bent 90°. In upper toe shall include 1 ½" overlap bent 90° for fasten to CPS deflector.

9.- The maxim spacing between angle support of vertical CPS frame shall be 12"; the CPS screen an deflector shall be fastened to frame using the **CPS-HDW-002**, **CPS-HDW-005** and **CPS-HDW-006** parts.

10.- The CPS unit shall be fastened at Catch Basin bottom, in field, using the 1 ¾" x 1 ¾" S.S. brackets (**CPS-HDW-003**), alligator anchor **CPS-HDW-004**, S.S. hex lag **CPS-HDW-001** and washers **CPS-HDW-006**. The S.S. brackets CPS-HDW-003 shall be fastened to CPS unit as indicate in number 3 of ASSEMBLY MANUAL.

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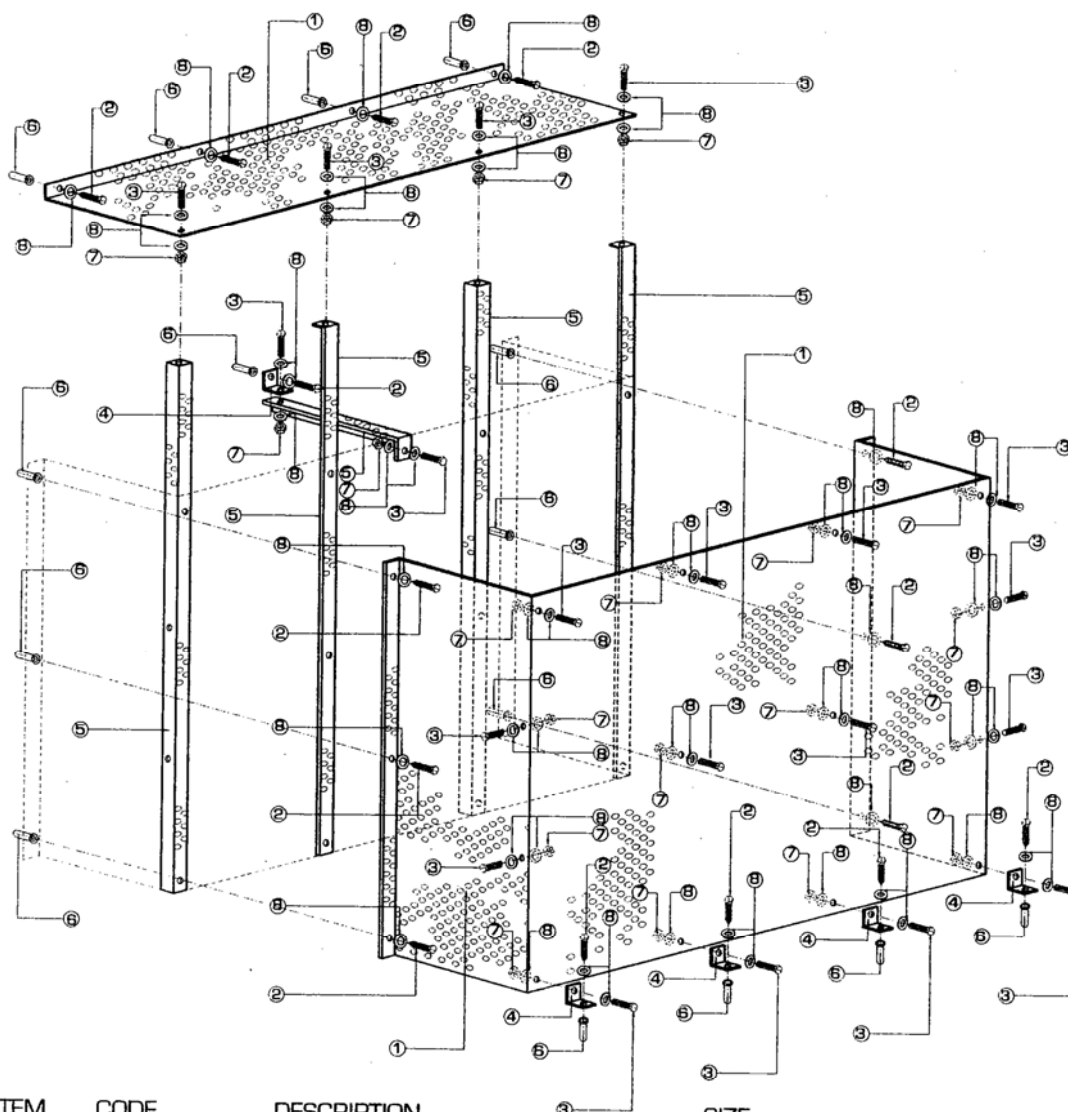
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# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

## CPS - ASSEMBLY/DISASSEMBLY MANUAL



ITEM	CODE	DESCRIPTION	SIZE
1	CPS-FRA-001	PERFORATED METAL S.S.	3/16" DIAMETER 14 GAUGE
2	CPS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
3	CPS-HDW-002	STAINLESS STEEL HEX BOLTS	1/4"
4	CPS-HDW-003	STAINLESS STEEL BRACKETS	1 3/4" X 1 3/4" X 1/8"
5	CPS-FRA-002	ANGLE PERF. METAL S.S.	1 1/2" X 1 1/2" X H (VARIABLE)
6	CPS-HDW-004	ALLIGATOR ANCHOR	1/4"
7	CPS-HDW-005	STAINLESS STEEL NUTS	1/4"
8	CPS-HDW-006	STAINLESS STEEL WASHERS	1/4"

### NOTES:

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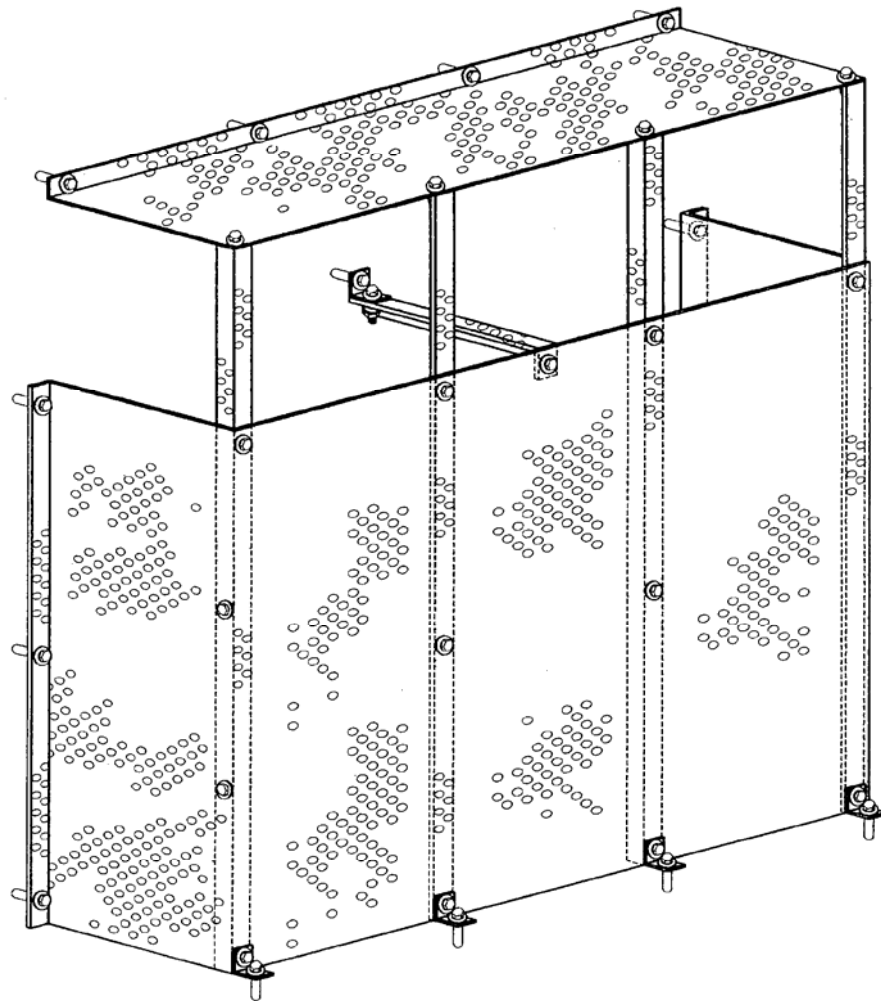
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# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

## CPS - ASSEMBLY/DISASSEMBLY MANUAL



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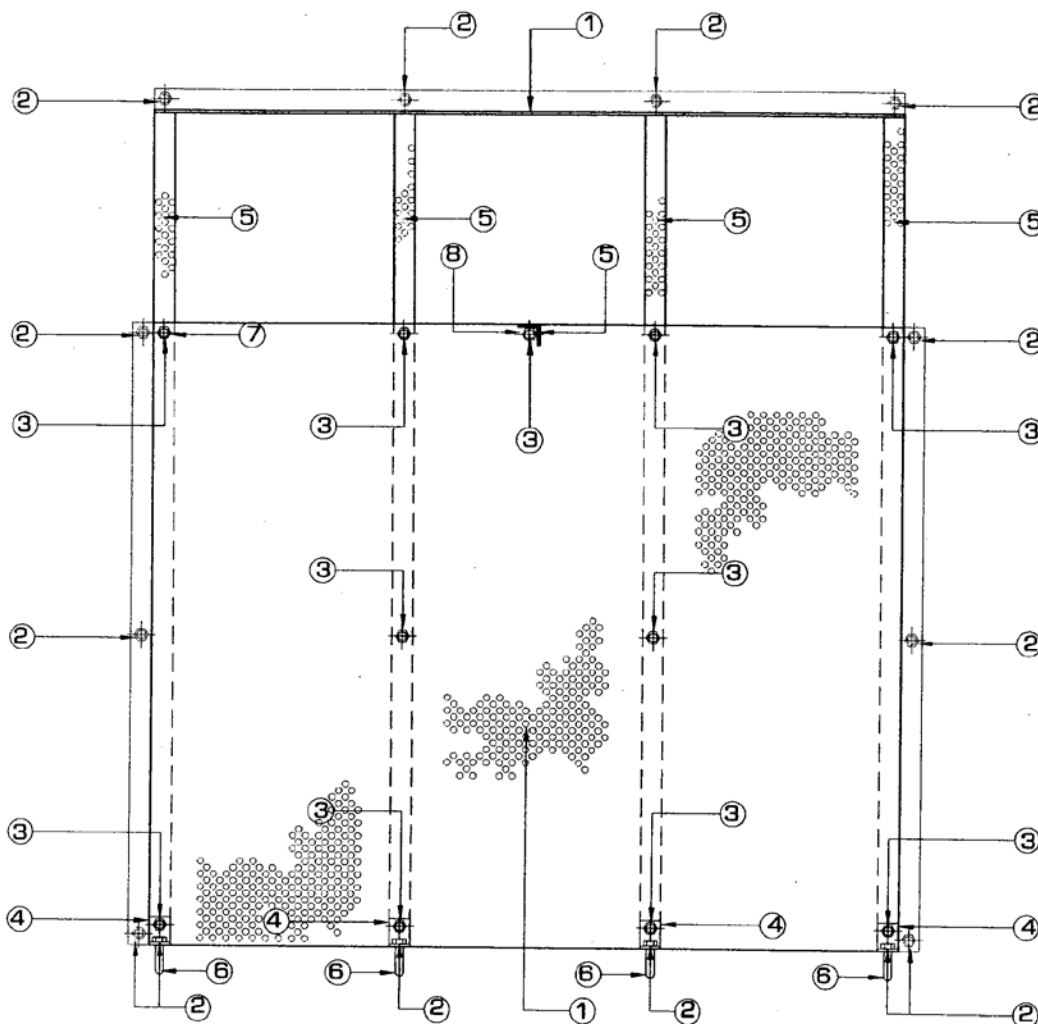
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# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

## CPS - PARTS MANUAL



FRONT VIEW

ITEM	CODE	DESCRIPTION	SIZE
1	CPS-FRA-001	PERFORATED METAL S.S.	3/16" DIAMETER 14 GAUGE
2	CPS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
3	CPS-HDW-002	STAINLESS STEEL HEX BOLTS	1/4"
4	CPS-HDW-003	STAINLESS STEEL BRACKETS	1 3/4" X 1 3/4" X 1/8"
5	CPS-FRA-002	ANGLE PERF. METAL S.S.	1 1/2" X 1 1/2" X H (VARIABLE)
6	CPS-HDW-004	ALLIGATOR ANCHOR	1/4"
7	CPS-HDW-005	STAINLESS STEEL NUTS	1/4"
8	CPS-HDW-006	STAINLESS STEEL WASHERS	1/4"

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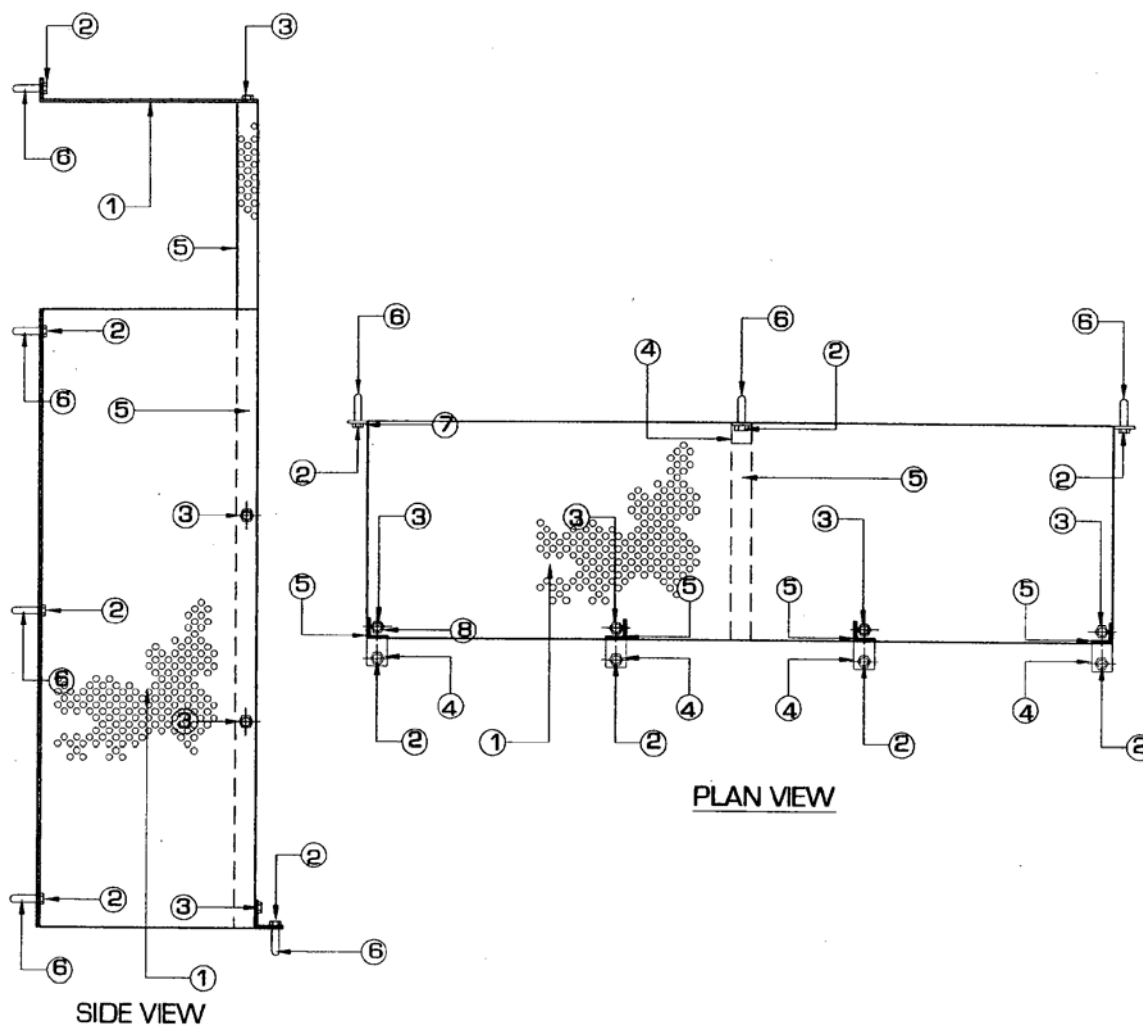
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# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

## CPS - PARTS MANUAL



ITEM	CODE	DESCRIPTION	SIZE
1	CPS-FRA-001	PERFORATED METAL S.S.	3/16" DIAMETER 14 GAUGE
2	CPS-HDW-001	STAINLESS STEEL HEX LAG	1/4"
3	CPS-HDW-002	STAINLESS STEEL HEX BOLTS	1/4"
4	CPS-HDW-003	STAINLESS STEEL BRACKETS	1 3/4" X 1 3/4" X 1/8"
5	CPS-FRA-002	ANGLE PERF. METAL S.S.	1 1/2" X 1 1/2" X H (VARIABLE)
6	CPS-HDW-004	ALLIGATOR ANCHOR	1/4"
7	CPS-HDW-005	STAINLESS STEEL NUTS	1/4"
8	CPS-HDW-006	STAINLESS STEEL WASHERS	1/4"

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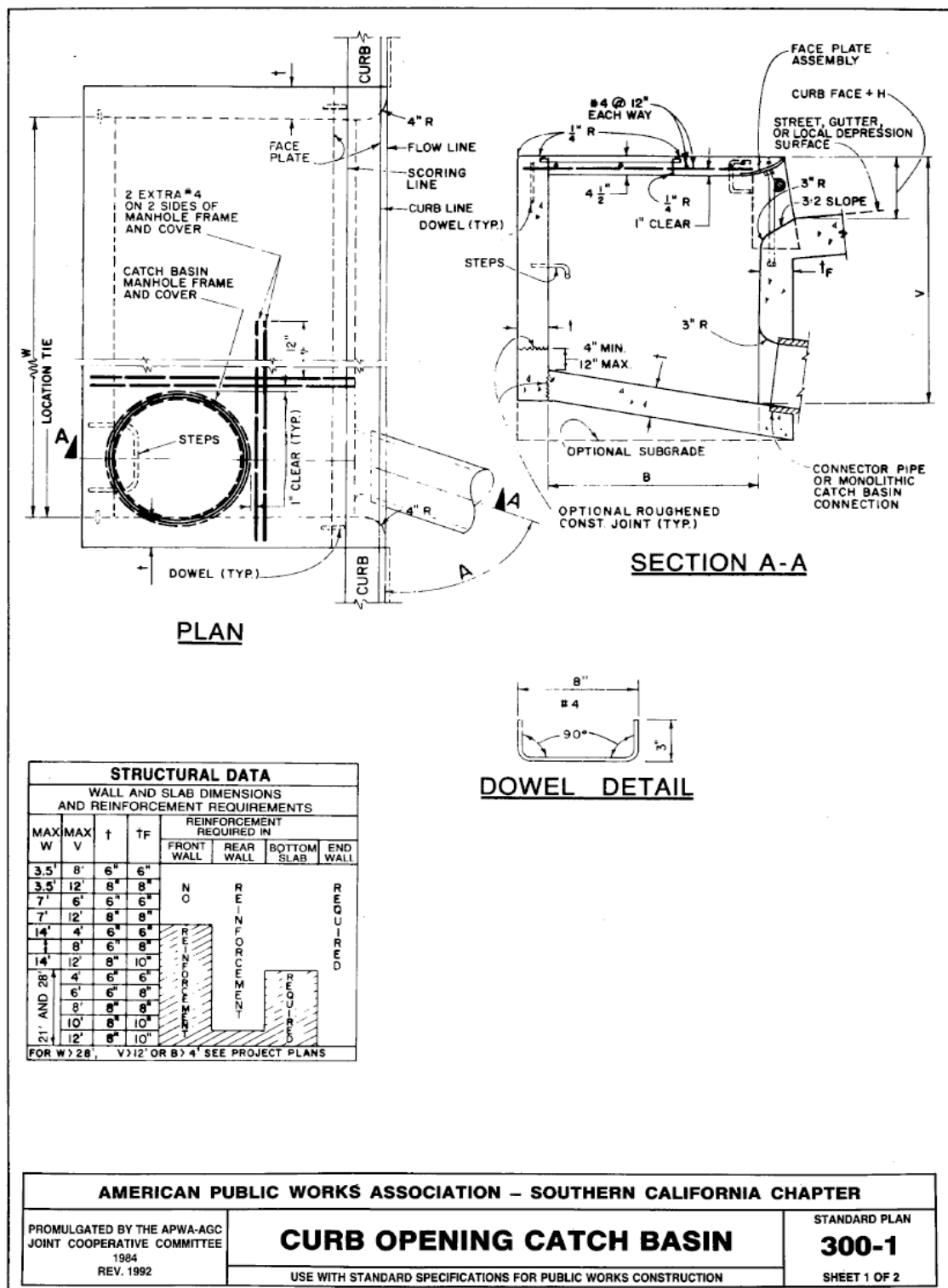
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# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

CONTRACT NO. 2136  
EXHIBIT H.3  
EXHIBIT "A"

## Standard Plans



# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

CONTRACT NO. 2136  
**EXHIBIT H.3**  
EXHIBIT "A"

**NOTES:**

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS IN THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1-INCH DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:  
 $B = 3 \text{ FEET } 2 \text{ INCHES}$   
 $V = \text{THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET} = 4.5 \text{ FEET.}$   
 $V_U = \text{THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN, AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 3, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12 INCHES.}$   
 $V_I = \text{THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET. NOTED ON THE PROJECT PLANS.}$   
 $H = \text{NOTED ON THE PROJECT PLANS.}$   
 $W = \text{NOTED ON THE PROJECT PLANS.}$   
 $A = \text{THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.}$
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3-INCH PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3-INCH RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED AT THE CENTERLINE OF THE DOWNSTREAM END WALL. STEPS SHALL BE SPACED 12 INCHES APART. THE TOP STEP SHALL BE 7 INCHES BELOW THE TOP TO THE MANHOLE AND PROJECT 2-1/2 INCHES. ALL OTHER STEPS SHALL PROJECT 5 INCHES.
7. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7 FEET ON CENTER (MAXIMUM) ALONG THE BACKWALL.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
  - 308 MONOLITHIC CATCH BASIN CONNECTION
  - 309 CATCH BASIN REINFORCEMENT
  - 310 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
  - 312 CATCH BASIN MANHOLE FRAME AND COVER
  - 635 STEEL STEP
  - 636 POLYPROPYLENE PLASTIC STEP

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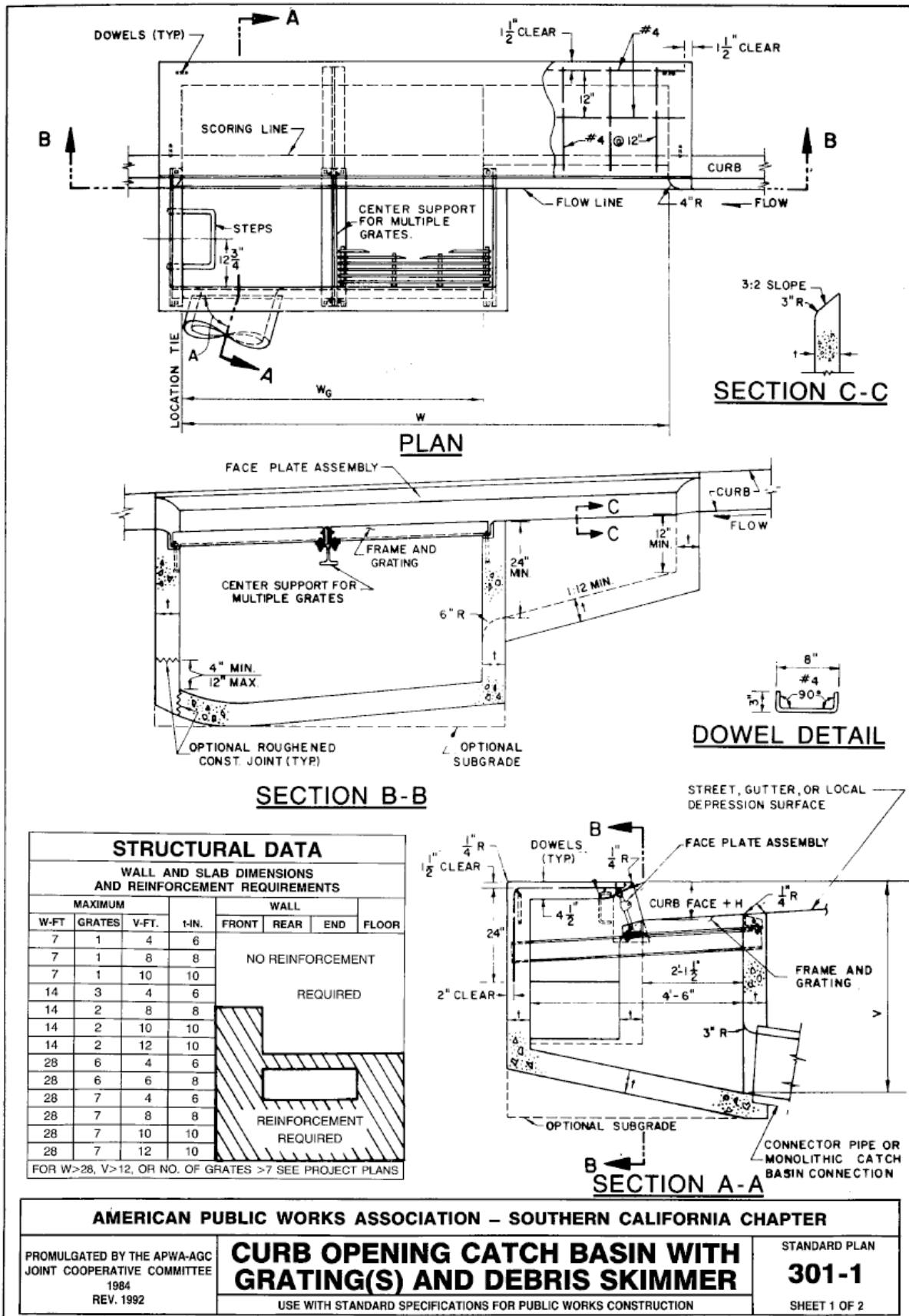
## CURB OPENING CATCH BASIN

STANDARD PLAN

**300-1**

SHEET 2 OF 2

# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

 CONTRACT NO. 2136  
 EXHIBIT H.3  
 EXHIBIT "A"


# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

CONTRACT NO. 2136  
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2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH. FLOOR OF GRATING PORTION SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
4. DIMENSIONS:
  - V = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5 FEET.
  - V<sub>i</sub> = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET. NOTED ON THE PROJECT PLANS.
  - H = NOTED ON THE PROJECT PLANS.
  - W = 7 FEET UNLESS OTHERWISE NOTED ON THE PROJECT PLANS.
  - W<sub>G</sub> = 2 FEET 11-3/8 INCHES FOR ONE GRATING; ADD 3 FEET 5-3/8 INCHES FOR EACH ADDITIONAL GRATING. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PROJECT PLANS.
  - A = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
5. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3-INCH PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3-INCH RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
6. STEPS SHALL BE LOCATED AS SHOWN. IF THE CONNECTOR PIPE INTERFERES WITH THE STEPS, THEY SHALL BE LOCATED ON THE FRONT WALL AT THE CENTERLINE OF THE DOWNSTREAM GRATING. STEPS SHALL BE SPACED 12 INCHES APART. THE TOP STEP SHALL BE 7 INCHES BELOW THE TOP OF THE GRATING AND PROJECT 2-1/2 INCHES. ALL OTHER STEPS SHALL PROJECT 5 INCHES.
7. DOWELS ARE REQUIRED AT EACH CORNER AND AT 7 FEET ON CENTER (MAXIMUM) ALONG THE BACKWALL.
8. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
  - 308 MONOLITHIC CATCH BASIN CONNECTION
  - 309 CATCH BASIN REINFORCEMENT
  - 310 CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR
  - 311 FRAME AND GRATING FOR CATCH BASINS
  - 635 STEEL STEP
  - 636 POLYPROPYLENE PLASTIC STEP

**AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**

STANDARD PLAN

## CURB OPENING CATCH BASIN WITH GRATING(S) AND DEBRIS SKIMMER

**301-1**

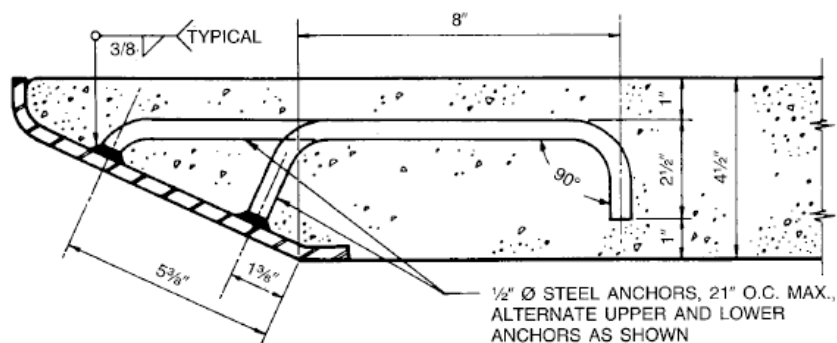
SHEET 2 OF 2



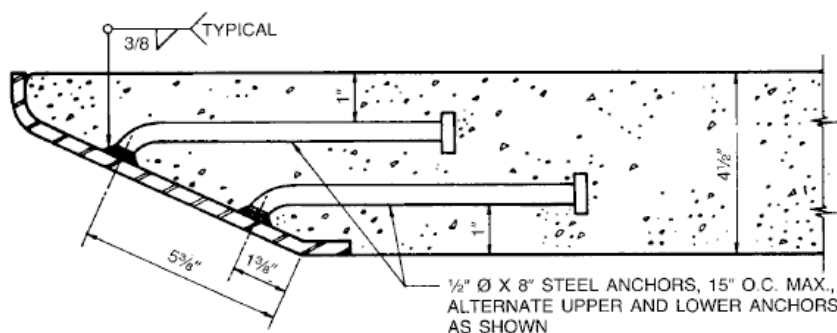
# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

CONTRACT NO. 2136  
EXHIBIT H.3  
EXHIBIT "A"

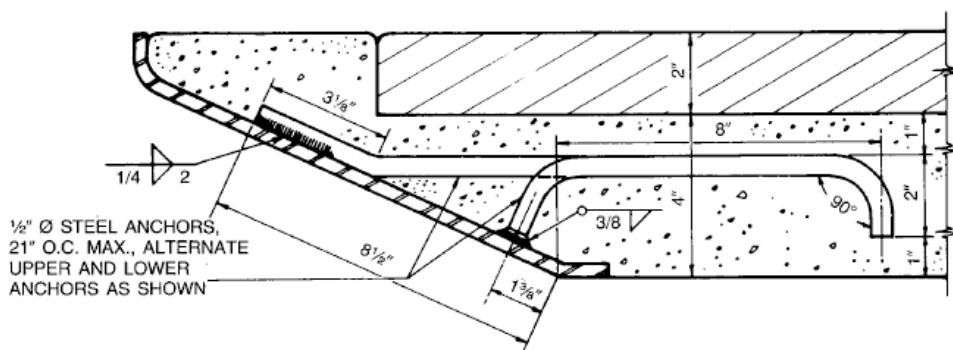
## FACE PLATE ANCHORS



## HOOK ANCHOR – 4 1/2" TOP SLAB



## ROUND HEAD ANCHOR – 4 1/2" TOP SLAB



## HOOK ANCHOR – 6" TOP SLAB

AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER

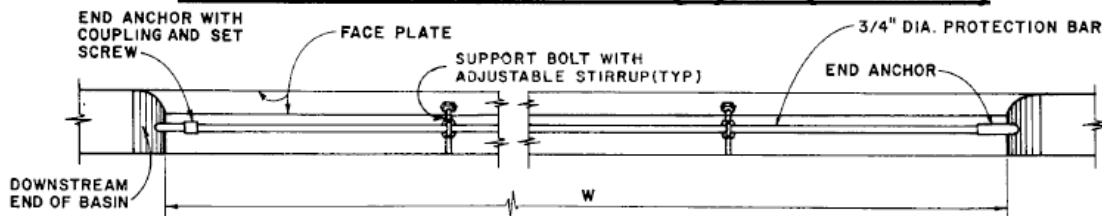
**CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR**

STANDARD PLAN

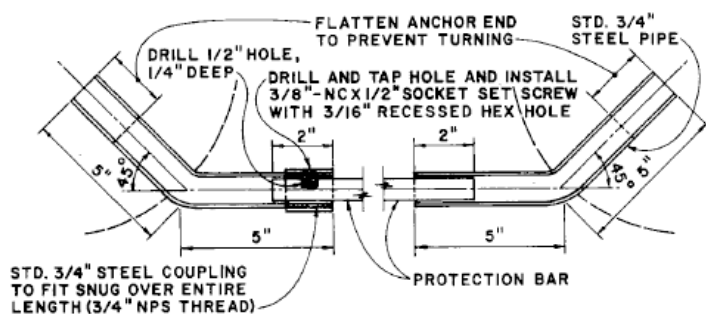
**310-0**

SHEET 3 OF 6

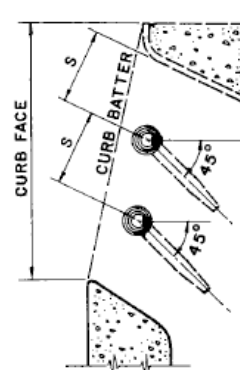
**PROTECTION BAR AND SUPPORT BOLT(S) WITH  
ADJUSTABLE STIRRUP(S) — (TYPE A)**



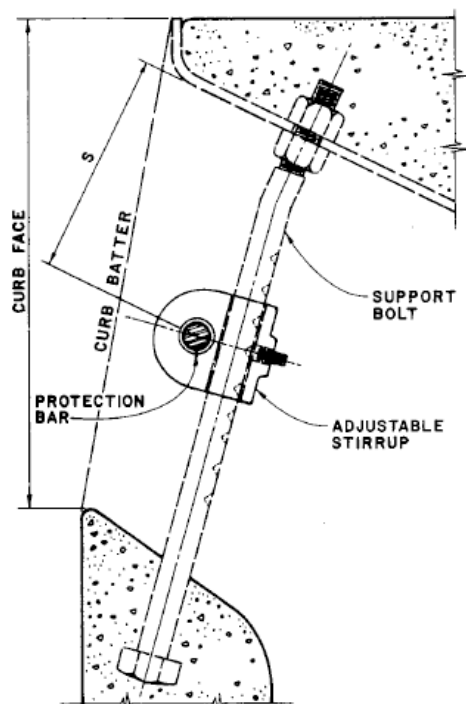
### ELEVATION



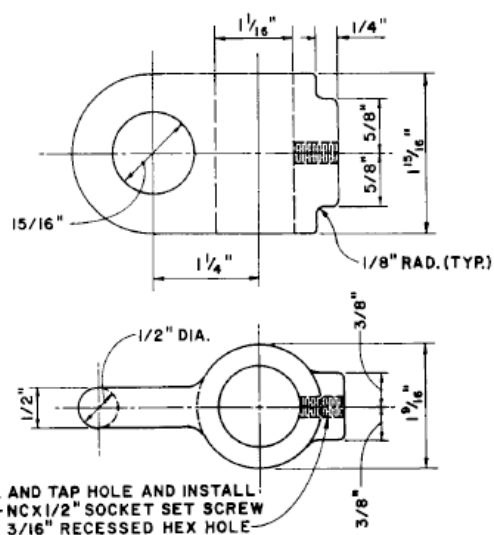
END ANCHOR DETAIL



### DOUBLE PROTECTION BAR DETAIL



### PROTECTION BAR & STIRRUP LOCATION



### STIRRUP DETAIL

**AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**

### CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR

### STANDARD PLAN

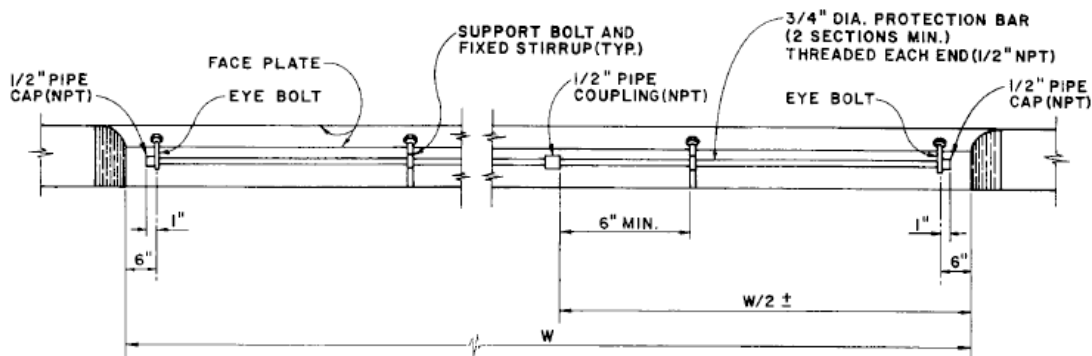
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**SHEET 4 OF 6**

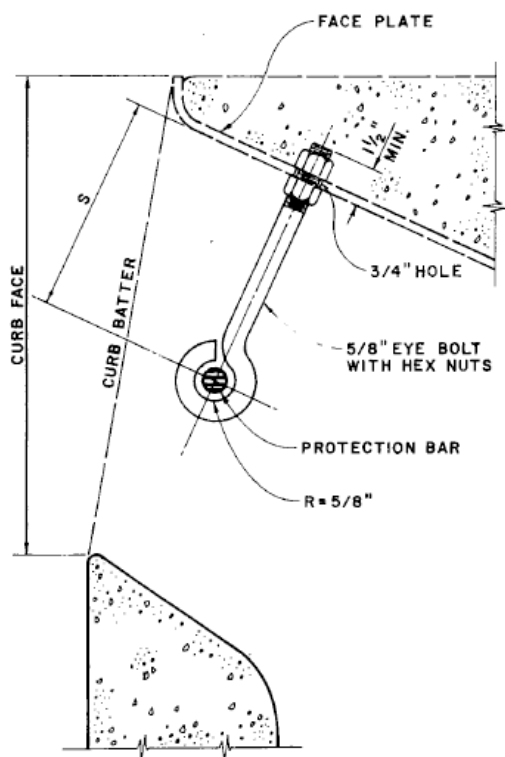
# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

 CONTRACT NO. 2136  
**EXHIBIT H.3**  
 EXHIBIT "A"

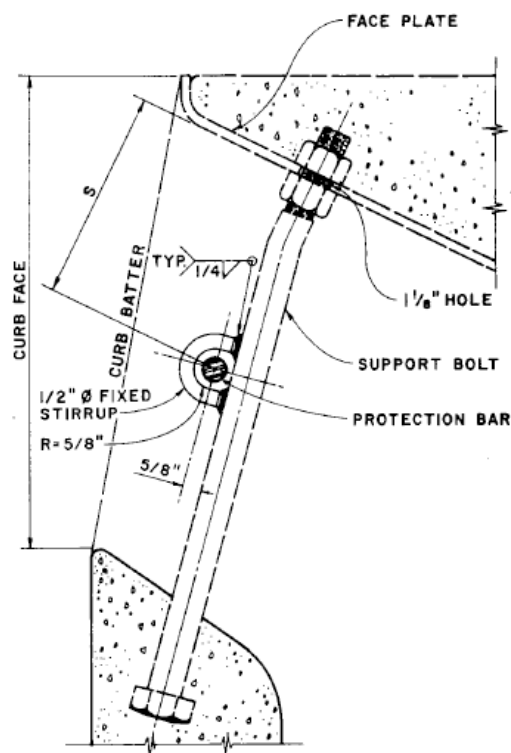
## PROTECTION BAR AND SUPPORT BOLT(S) WITH FIXED STIRRUP(S) — (TYPE B)



**ELEVATION**



**EYE BOLT DETAIL**



**STIRRUP DETAIL**

AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER  
**CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR**

STANDARD PLAN  
**310-0**  
 SHEET 5 OF 6

# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

CONTRACT NO. 2136  
EXHIBIT H.3  
EXHIBIT "A"

**NOTES:****GENERAL**

1. ALL PARTS SHALL BE STEEL, EXCEPT SET SCREWS, WHICH SHALL BE STAINLESS STEEL OR BRASS.
2. EXCLUDING SET SCREWS, ALL EXPOSED METAL PARTS SHALL BE GALVANIZED AFTER FABRICATION.
3. CURB FACE SHALL BE AS NOTED ON THE PROJECT PLANS.
4. CURB BATTER SHALL BE 3:12 UNLESS OTHERWISE SPECIFIED.

**FACE PLATE**

5. FACE PLATE LENGTHS SHALL BE CATCH BASIN W PLUS 12 INCHES EXCEPT AS MODIFIED FOR A "CURB OPENING CATCH BASIN AT DRIVEWAY".
6. WHEN THE LENGTH OF THE FACE PLATE IS BETWEEN 22 FEET AND 43 FEET, TWO SECTIONS MAY BE USED. WHEN THE LENGTH EXCEEDS 43 FEET, THREE SECTIONS MAY BE USED. SECTIONS SHALL BE SPliced ACCORDING TO THE APPLICABLE SPLICE DETAIL. SPLICE SHALL BE PLACED ONE FOOT FROM A SUPPORT BOLT.
7. WHERE CATCH BASINS ARE TO BE CONSTRUCTED ON CURVES, THE MAXIMUM CHORD LENGTH FOR THE FACE PLATE SHALL BE SUCH THAT THE MAXIMUM PERPENDICULAR DISTANCE TO THE TRUE CURVE SHALL NOT EXCEED ONE INCH. WHERE MORE THAN ONE CHORD IS REQUIRED, CHORD LENGTHS SHALL BE EQUAL. CHORD SECTIONS SHALL BE SPliced ACCORDING TO THE APPLICABLE SPLICE DETAIL (MODIFIED TO FIT THE CHORD DEFLECTION) AND A SUPPORT BOLT SHALL BE PLACED ONE FOOT FROM THE SPLICE.

8. ROUND HEAD ANCHORS FOR THE FACE PLATE SHALL BE NELSON H-4F SHEAR CONNECTOR, KSN WELDING SYSTEMS DIVISION SHEAR CONNECTOR OR EQUAL.

**SUPPORT BOLT**

9. SUPPORT BOLTS ARE REQUIRED WHEN THE LENGTH OF THE CATCH BASIN OPENING IS 7 FEET OR GREATER, AND SHALL BE EVENLY SPACED ACROSS THE OPENING. SPACING SHALL NOT BE LESS THAN 3 FEET 6 INCHES ON CENTER NOR GREATER THAN 5 FEET ON CENTER.

**STIRRUP**

10. FOR TYPE A, THE MATERIAL SHALL BE CAST STEEL.

**PROTECTION BAR**

11. TYPE A SHALL BE USED UNLESS OTHERWISE SPECIFIED.
12. FOR TYPE A, THE BAR SHALL BE CUT TO FIT IN THE FIELD. WHEN "W" IS OVER 21 FEET, THE PROTECTION BAR SHALL CONSIST OF 2 OR MORE SECTIONS. A SPECIAL CONNECTOR BETWEEN THE PROTECTION BAR PIECES SHALL CONSIST OF A 5-INCH LENGTH OF STANDARD 3/4-INCH PIPE WITH STANDARD COUPLINGS FULLY THREADED ONTO EACH END DRILLED AND TAPPED FOR A SOCKET SET SCREW AS DETAILED FOR THE DOWNSTREAM END ANCHOR.
13. FOR TYPE B, THE BAR SHALL BE TWO PIECES. TWO EYE BOLTS AND A WELDED STIRRUP ON EACH SUPPORT BOLT ARE REQUIRED.
14. NUMBER OF PROTECTION BARS AND LOCATION(S) AS FOLLOWS:

		MAXIMUM CURB FACE															
		0'-6"	7"	8"	9"	10"	11"	12"	13"	14"	15"	16"	17"	18"			
CURB BATTER	0:12	0	0	3.5"	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	4.5"	4.5"		
	1:12	0	0	3.5"	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	5.5"		
	2:12	0	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	5.5"	5.5"		
	3:12	0	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	4.5"	4.5"	5.5"	5.5"	4.5"	4.5"		
	4:12	0	3.5"	3.5"	4.5"	4.5"	5.5"	3.5"	3.5"	4.5"	4.5"	5.5"	4.5"	4.5"	4.5"		
		0	1				2*				3*						
		NUMBER OF PROTECTION BAR															

FOR OTHER CURB FACE OR BATTER, SEE PROJECT PLANS

\* TYPE A PROTECTION BAR ONLY

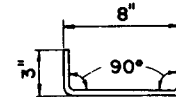
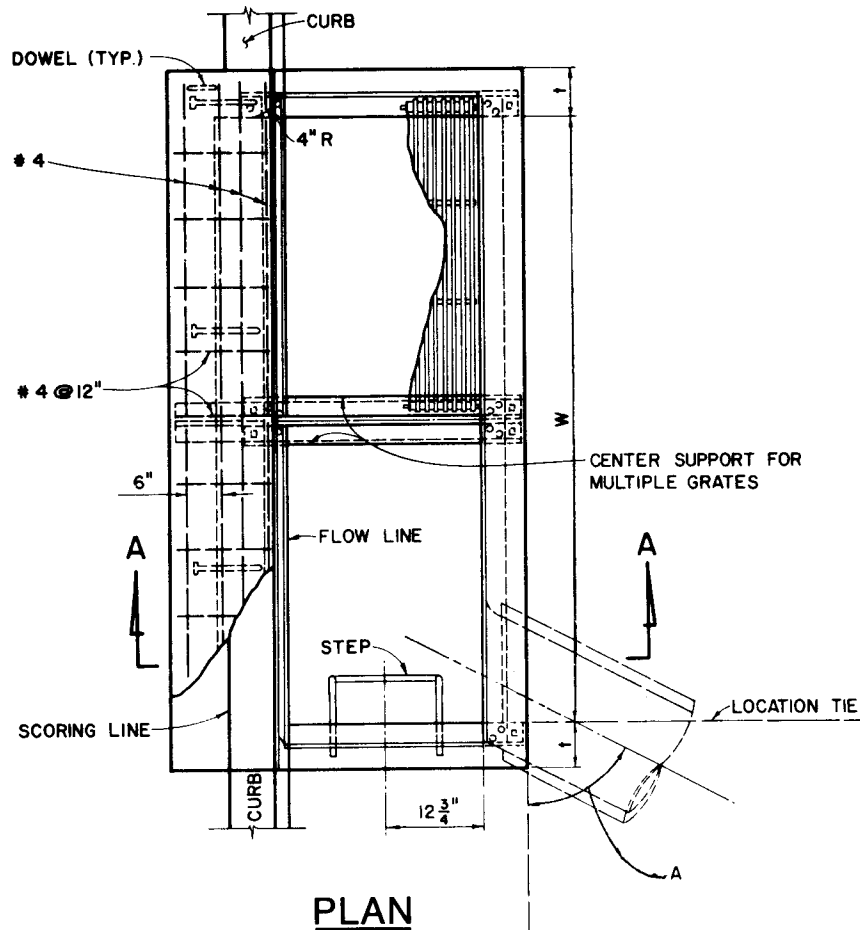
**AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**  
**CATCH BASIN FACE PLATE ASSEMBLY AND PROTECTION BAR**

STANDARD PLAN

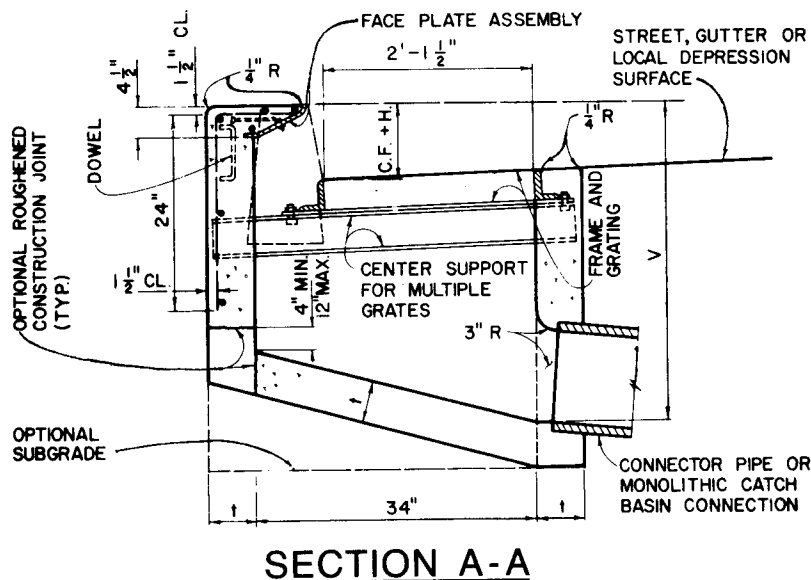
**310-0**

SHEET 6 OF 6

# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS



## DOWEL DETAIL



STRUCTURAL DATA			
WALL AND SLAB DIMENSIONS AND REINFORCEMENT REQUIREMENTS			
NO. OF GRATES	MAX. V	†	REINFORCEMENT FOR WALLS AND SLABS
1-2	4'	6"	NOT REQUIRED
1-2	8'	8"	
1-2	10'	10"	
1-2	12'	10"	REQUIRED
3-4	4'	6"	NOT REQUIRED
3-4	7'	8"	
3-4	8'	8"	
3-4	12'	10"	REQUIRED
5-6	4'	6"	NOT REQUIRED
5-6	6'	8"	
5-6	8'	8"	
5-6	12'	10"	REQUIRED
> 6	4'	6"	
> 6	8'	8"	
> 6	12'	10"	

AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER

PROMULGATED BY THE APWA-AGC  
JOINT COOPERATIVE COMMITTEE  
1984  
REV. 1992

## CURB OPENING CATCH BASIN WITH GRATING(S)

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

**302-1**

SHEET 1 OF 2  
Page 263 of 778

# CATCH BASIN STANDARD PLANS AND SPECIFICATIONS

**EXHIBIT H.3**  
EXHIBIT "A"

**NOTES:**

1. WHERE THE BASIN IS TO BE CONSTRUCTED WITHIN THE LIMITS OF EXISTING OR PROPOSED SIDEWALK OR IS CONTIGUOUS TO SUCH SIDEWALK, THE TOP SLAB OF THE BASIN MAY BE POURED EITHER MONOLITHIC WITH THE SIDEWALK OR SEPARATELY, USING THE SAME CLASS OF CONCRETE AS IN THE BASIN. WHEN POURED MONOLITHICALLY, THE SIDEWALK SHALL BE PROVIDED WITH A WEAKENED PLANE OR A 1-INCH DEEP SAWCUT CONTINUOUSLY AROUND THE EXTERNAL PERIMETER OF THE CATCH BASIN WALLS, INCLUDING ACROSS THE FULL WIDTH OF THE SIDEWALK. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED CURB AND WALK ADJACENT TO THE BASIN.
2. ALL CURVED CONCRETE SURFACES SHALL BE FORMED BY CURVED FORMS, AND SHALL NOT BE SHAPED BY PLASTERING.
3. ONE GRATING IS REQUIRED UNLESS OTHERWISE SHOWN ON THE PROJECT PLAN.
4. FLOOR OF BASIN SHALL BE GIVEN A STEEL TROWEL FINISH AND SHALL HAVE A LONGITUDINAL AND LATERAL SLOPE OF 1:12 MINIMUM AND 1:3 MAXIMUM, EXCEPT WHERE THE GUTTER GRADE EXCEEDS 8 PERCENT, IN WHICH CASE THE LONGITUDINAL SLOPE OF THE FLOOR SHALL BE THE SAME AS THE GUTTER GRADE. SLOPE FLOOR FROM ALL DIRECTIONS TO THE OUTLET.
5. DIMENSIONS:
  - $V$  = THE DIFFERENCE IN ELEVATION FROM THE TOP OF THE CURB AND THE INVERT OF THE CATCH BASIN AT THE OUTLET = 4.5 FEET.
  - $V_U$  = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT AT THE UPSTREAM END OF THE BASIN, AND SHALL BE DETERMINED BY THE REQUIREMENTS OF NOTE 4, BUT SHALL NOT BE LESS THAN CURB FACE PLUS 12 INCHES.
  - $V_I$  = THE DIFFERENCE IN ELEVATION BETWEEN THE TOP OF THE CURB AND THE INVERT OF THE INLET. NOTED ON THE PROJECT PLANS.
  - $H$  = NOTED ON THE PROJECT PLANS.
  - $W$  = 2 FEET 11-3/8 INCHES FOR ONE GRATING; ADD 3 FEET 5-3/8 INCHES FOR EACH ADDITIONAL GRATING.
  - $A$  = THE ANGLE, IN DEGREES, INTERCEPTED BY THE CENTERLINE OF THE CONNECTOR PIPE AND THE CATCH BASIN WALL TO WHICH THE CONNECTOR PIPE IS ATTACHED.
6. PLACE CONNECTOR PIPES AS INDICATED ON THE PROJECT PLANS. UNLESS OTHERWISE SPECIFIED, THE CONNECTOR PIPE SHALL BE LOCATED AT THE DOWNSTREAM END OF THE BASIN. WHERE THE CONNECTOR PIPE IS SHOWN AT A CORNER, THE CENTERLINE OF THE PIPE SHALL INTERSECT THE INSIDE CORNER OF THE BASIN. THE PIPE MAY BE CUT AND TRIMMED AT A SKEW NECESSARY TO INSURE MINIMUM 3-INCH PIPE EMBEDMENT, ALL AROUND, WITHIN THE CATCH BASIN WALL, AND 3-INCH RADIUS OF ROUNDING OF STRUCTURE CONCRETE, ALL AROUND, ADJACENT TO PIPE ENDS. A MONOLITHIC CATCH BASIN CONNECTION SHALL BE USED TO JOIN THE CONNECTOR PIPE TO THE CATCH BASIN WHENEVER ANGLE "A" IS LESS THAN 70 DEGREES OR GREATER THAN 110 DEGREES, OR WHENEVER THE CONNECTOR PIPE IS LOCATED IN A CORNER. THE OPTIONAL USE OF A MONOLITHIC CATCH BASIN CONNECTION IN ANY CASE IS PERMITTED. MONOLITHIC CATCH BASIN CONNECTIONS MAY BE CONSTRUCTED TO AVOID CUTTING STANDARD LENGTHS OF PIPE.
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9. THE FOLLOWING STANDARD PLANS ARE INCORPORATED HEREIN:
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**AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**

**CURB OPENING CATCH BASIN WITH GRATING(S)**

STANDARD PLAN

**302-1**

SHEET 2 OF 2



**EXHIBIT J. & K.**

**LOCATION MAPS**

**FOR**

- DRY SEASON**
- WET SEASON**

**ARE AVAILABLE IN THE**

**ATTACHED CD.**



[illegible]

- A) Missing Manhole Lid
- B) Missing Protection Bar
- C) Exterior Damage (broken deck, uneven pavement)
- D) Grate Bars Bent, Broken, or Missing
- E) Distance Between Grate Bars is greater than ¾" inch
- F) Other Physical Damage That May Pose a Safety Hazard

Cleaning Date \_\_\_\_\_ Contractor Representative \_\_\_\_\_

[illegible]

- A) Missing Manhole Lid
- B) Missing Protection Bar
- C) Exterior Damage (broken deck, uneven pavement)
- D) Grate Bars Bent, Broken, or Missing
- E) Distance Between Grate Bars is greater than ¾" inch
- F) Other Physical Damage That May Pose a Safety Hazard



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION

CONFINED SPACE  
MANUAL

## FMD Confined Space Manual Update December 2008

### Confined Space Manual Revisions

PG. 25 Continuous storm drain inspections.  
(Size limitations)

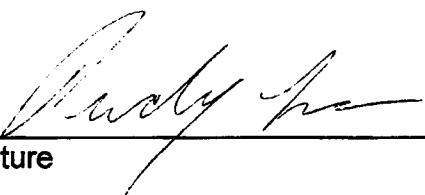
PG. 27 Storm drain maintenance.  
(Size limitations)

PG. 33 Storm drain rescue procedures.  
(Escape pack procedures)

PG. 59 Simulated rescue drills.  
(Notify DSC)

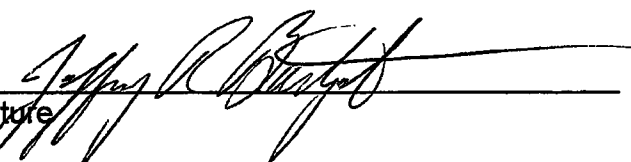
PG. 78 New permit for Big Dalton Dam arches.

### REVIEW SIGNATURE PAGE

  
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Signature

3/3/09  
Date

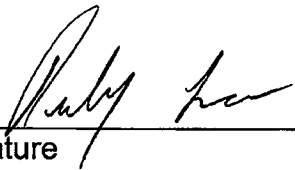
Rudy Lee  
Flood Maintenance Assistant Deputy Director

  
\_\_\_\_\_  
Signature

3/3/09  
Date


Jeffrey Bartizal  
Employee Health and Safety Manager

**REVIEW SIGNATURE PAGE**

  
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Signature

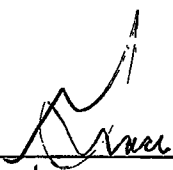
2/28/07  
Date

Rudy Lee  
Flood Maintenance Assistant Deputy Director

  
\_\_\_\_\_  
Signature

2/28/07  
Date

Jeffrey Bartizal  
Employee Health and Safety Manager

  
\_\_\_\_\_  
Signature

1-22-07  
Date

Grace Rinck, CIH  
Aurora Industrial Hygiene



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## **INTRODUCTION**

The intent of this Manual is to comply with the philosophy of good safety practices and the explicit requirements of safety orders and to exceed the CAL/OSHA Safety Orders where added protection is warranted.

This confined space manual is meant to supplement and expand the Department's G114 Safety Directive on confined spaces. All employees working in/around confined spaces shall be familiar with directive G114. This manual provides instruction to all personnel working in Flood Maintenance Division facilities.

This manual covering work in confined spaces is intended to:

1. Minimize exposure to hazardous atmospheric conditions.
2. Maintain continuous communications with workers inside confined spaces.
3. Provide safe work procedures while working in confined spaces.
4. Provide safety and emergency equipment and training.
5. Describe employee duties and responsibilities for each confined space job category-entrant, attendant, and supervisor.

Updated and revised November 2008

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**DEFINITIONS**

1. Attendant
  - A person who is assigned to monitor a confined space entry and provide for the safety of entrants.
2. California Occupational Safety and Health Association (Cal/OSHA)
  - A governing agency that writes and enforces health and safety regulations.
3. Confined Space
  - A Confined Space as defined by Cal/OSHA has all of the following characteristics:
    - Is large enough and so configured that an employee can bodily enter and perform assigned work
    - Has limited or restricted means for entry or exit
    - Is not designed for continuous occupancy
4. County-Wide Integrated Radio System (CWIRS)
  - Is the current radio system used in Public Works.
5. Cubic Feet Per Minute (CFM)
  - Is a measure used in industrial hygiene and ventilation engineering. It describes the rate of flow of a gas or air volume into or out of a space.
6. Divisional Safety Coordinator (DSC)
  - An individual selected by their division head to assist their division on safety related matters.
7. Emergency Medical Assistance
  - Emergency medical assistance refers to local emergency services (law enforcement, fire or medical) during an emergency.
8. Emergency Retrieval Equipment
  - The combination of a tripod or davit and a self retracting lifeline with rescue retrieval capabilities. This is also required to be used when entering and exiting

storm drains and on ladders greater than 20 feet in length as it acts as a fall arrest system.

9. Employee Health and Safety (EHS)

- A section of Public Works Human Resources Division that handles all aspects of safety.

10. Entrant

- A person who enters a confined space to perform an assigned task.

11. Entry Supervisor

- An individual who has been assigned the responsibility for directing all aspects of the confined space entry and terminate entry when required.

12. Evacuation

- An unaided emergency exit out of a confined space. This action may result from the entrant's own decision or by a command from outside the space.

13. Excavation

- A man-made cut, trench or depression in an earth surface, formed by earth removal.

14. Hazard

- A condition or changing set of circumstances that presents a potential for injury or illness. The potential or inherent characteristics of an activity, condition, or circumstance, which can produce adverse or harmful consequences.

15. Hazardous Atmosphere

- An atmosphere that may be, or is injurious to occupants by reason of oxygen deficiency or enrichment, flammability or explosiveness, or toxicity.

16. Hot Work Permit

- A permit used in conjunction with other entry permits to allow the use of welding and/or a cutting torch in a confined space. Any hot work in a confined space makes it a permit-required confined space.

17. Immediately Dangerous to Life or Health (IDLH)
  - IDLH means any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse health effects or that would interfere with an individual's ability to escape unaided from a permit space.
18. Lower Explosive Limit (LEL)
  - The lower limit of flammability of a gas or vapor at ordinary ambient temperatures expressed by a percentage of the gas or vapor in air by volume.
19. Manual on Uniform Traffic Control Devices (MUTCD)
  - The Manual on Uniform Traffic Controls for Controls for Construction and Maintenance Work Zones (Manual) is published by the State of California, Department of Transportation (Caltrans), and is issued to provide the basic standards for uniform types of warning signs, lights, and devices to be placed upon any public highway or street.
20. National Institute for Occupational Safety and Health (NIOSH)
  - The National Institute for Occupational Safety and Health is a federal agency that conducts research on health and safety concerns, tests and certifies respirators, and trains occupational health and safety professionals.
21. Spotter
  - An individual who monitors the activities of a permit-required confined space, serves in the link of communication between the Entrant and Attendant, and is involved in a rescue. Serving as a spotter shall be his only assignment.
22. Trench
  - A narrow excavation in which usually the depth is greater than its width.
23. Permissible Exposure Limit (PEL)
  - An exposure limit published and enforced by Cal/OSHA as a legal standard.
24. Permit-required Confined Space
  - A space defined by Cal/OSHA that has one or more of the following characteristics:
    - Contains or has a potential to contain a hazardous atmosphere

- Contains a material that has the potential for engulfing an entrant
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section
- Contains any other recognized serious safety or health hazard

25. Personal Protective Equipment (PPE)

- Devices worn by the worker for protection against hazards in the environment. Respirators, gloves, and hearing protectors are examples of PPE.

26. Work Area Traffic Control Handbook (WATCH Manual)

- The handbook is intended to serve as a standard for control of traffic in work areas in public streets by cities, counties and other agencies for employees who perform work activities in and in the vicinity of the Public Right-of-Way.

## **CONFINED SPACE**

Confined space operations subject to CAL/OSHA regulations can be categorized into "Non-permit" and "Permit-required" confined space activities.

"Non-permit" required confined space (defined in this manual as a Confined Space) - A confined space that does not contain, or with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm. The area can be entered without an attendant on hand to perform minor maintenance work provided the atmosphere has been tested prior to entry and the air testing results are recorded on a sign-in sheet.

Minor maintenance work includes routine inspection and maintenance tasks not expected to introduce airborne hazards.

Examples:

- Tightening a packing nut
- Working on electrical systems
- Test run engines
- Taking leakage measurements
- Making valve adjustments

Facilities that meet the "Confined Space" space criteria:

- Pump Plants/Pump Stations above the catwalks
- Pressure Reducing Vaults
- Injection Well Vaults
- San Gabriel Dam Tunnel at or above Catwalk Level
- San Gabriel Dam Silo
- Catch Basins
- Enclosed Sections of Open Channel

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## **CONFINED SPACE SIGN-IN SHEET**

A "Confined Space" sign-in sheet will authorize employee(s) to enter and perform routine maintenance as indicated on the "Confined Space" sign-in sheet.

Work performed in a "Confined Space" facility does not require an attendant when it is in compliance with a Confined Space sign-in-sheet.

When entering the facility the employee(s) must test for atmospheric conditions which consist of oxygen deficiency, flammable gas (LEL), hydrogen sulfide, and carbon monoxide. Test results shall be recorded on the "Confined Space" sign-in sheet. All work assignments shall require continuous air monitoring. If the supervisor or operations staff is aware of any additional atmospheric hazards that may be present then appropriate testing for this potential hazard should be conducted prior to entering the confined space.

Specific requirements for each Confined Space are listed in task specific sign-in sheets. Please read, understand, and follow them.

### **1. Pump Plants and Pressure Reducing Vaults**

- Pump plants (engine room), pressure reducing vaults and pump plants at road underpasses are classified as "Confined Space" facilities.
- Pump plants - In addition to work in the engine room, an employee(s) can proceed no lower than the catwalk level in the sump room when a stairway is available. Before descending into the sump area, the individual(s) must comply with the permit-required Confined Space Permit for this area.

### **2. San Gabriel Dam Tunnel – at or above catwalk level**

- The tunnel is classified as a "Confined Space" facility when the ventilation fans are operating. Refer to the sign-in sheet for the tunnel in Appendix II if fans are not operating.
- In addition to performing maintenance tasks along the catwalk and upper landing (donut area), an employee can not proceed down into the bay areas (between concrete penstock columns) for inspections without complying with the permit-required Confined Space Permit for this area.

### **3. San Gabriel Dam Silo**

- The silo is classified as a "Confined Space" facility when the ventilation fans are operating.

#### 4. Catch Basin

- A catch basin is classified as a "Confined Space" facility when work does not introduce a hazardous atmosphere.
- When the vertical height is 20 feet or greater, a harness, and emergency retrieval equipment must be used as fall protection during entry and exit from the catch basin.

#### 5. Enclosed sections of an open channel that meet one or more of the following criteria are classified as a confined space:

- Have enclosed sections greater than 300' in length.
- Have inadequate ventilation (air flow that can be felt at a minimum).
- Have restricted means of egress (blockage in or so narrow a channel that it would impede the egress of the space).
- When work is done in a section that could introduce airborne hazards. (The use of internal combustion engine i.e.; water pump, compressor, Vactor Truck, etc.)

**Exception:** When traveling through an enclosed section of a channel in an enclosed cab of a motorized vehicle and the channel is wide enough to turn around in that motorized vehicle, NO air monitoring equipment or escape breathing apparatus are required. If an employee exits the vehicle while in an enclosed section, all requirements of a confined space apply.

#### 6. Excavations/Trenches

- Excavations, in particular trenches, have the possibility of having a hazardous atmosphere. Where an excavation or trench is in landfill areas or areas where hazardous substances are stored nearby, the atmosphere in the excavation shall be tested before employees enter excavations greater than four feet in depth. A sign-in sheet is provided to record gas monitor readings.
- Excavations and trenches over four feet in depth require a means of egress every 25 feet of travel. Trenches greater than five feet in depth require a means to protect the employees in the trench (shoring or sloping). Additionally, all excavations shall be inspected daily by a properly trained competent person.

See Appendix II, Permits Section for copies of the prepared sign-in sheets.



**PERMIT-REQUIRED CONFINED SPACE**

A Permit-Required Confined Space as defined by Cal/OSHA has one or more of the following characteristics:

- Contains or has a potential to contain a hazardous atmosphere
- Contains a material that has the potential for engulfing an entrant
- Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section
- Contains any other recognized serious safety or health hazard

Examples:

- Pump plants - sump area
- Storm drains
- Outlet tunnels or Penstocks
- Channel subdrains
- CDS/Low Flow Diversion Vaults

These areas, which can expose an employee(s) to a risk of death, incapacitation or injury, must be entered with the aid of a crew trained to work in confined spaces as required in the individual permit.

Major maintenance work that would be expected to produce an atmospheric hazard in a confined space facility mandates a "Permit-Required" entry permit. Tasks would include painting, hotwork (welding), using an internal combustion engine, cleaning a pump plant sump, etc.

**Atmospheric Hazards possible in a Confined Space:**

An atmosphere, which exposes employees to a risk of death, incapacitation, injury or illness from one or more of the following:

1. Atmospheric Oxygen concentration below 19.5 percent or above 23.5 percent.

2. Atmospheric concentration of a substance in excess of its OSHA Permissible Exposure Limit (PEL):

Examples:

- Carbon monoxide
- Hydrogen sulfide
- Welding fumes
- Paint vapors

3. Flammable gas, vapor or mist in excess of ten percent (10%) of its Lower Explosive Limit (LEL):

Examples:

- Methane (natural gas)
- Propane
- Fuel/solvent vapors

Airborne combustible dust of a concentration that meets or exceeds its PEL (obscures vision at a distance of approximately five feet or less).

4. Any atmospheric condition recognized as immediately dangerous to life or health (IDLH).

## **ENTRY PERMITS**

A "Permit-Required" entry permit will authorize personnel to enter a confined space to perform a task, provided all the provisions of the entry permit are followed.

When entering the space, the trained employees must test for atmospheric conditions. Test results shall be recorded on the "Permit-Required" entry permit. All work assignments require continuous air monitoring.

An attendant must be on duty outside the permit space.

See Appendix II for copies of the prepared permits.

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## **PERSONNEL ASSIGNMENT**

### **I. Flood Control Construction Supervisor**

A Flood Control Construction Supervisor (FCCS) will be assigned the responsibility of supervising a crew participating in confined space entries.

A FCCS shall make sure that employees under their supervision who enter or work in confined spaces know and understand confined space entry, operational, and rescue procedures. They are also responsible for making sure that their employees comply with the requirements of this manual, Safety Directive G114, and Cal/OSHA.

A FCCS shall report areas of concern regarding confined space operations to the DSC who may contact EHS. DSC/EHS shall recommend ways and means and/or safety equipment necessary to correct safety deficiencies discovered during the operation.

1. FCCS shall be trained and knowledgeable with the following:

General hazards associated with confined spaces.

- Specific hazards associated with the facility, location or operation.
- Proper use and limitations of personal protective equipment, and other safety equipment.
- Permit system and other procedural requirements.
  - Duties and responsibilities of the confined space entry team.
- Recognition of overexposure symptoms.
  - Proper use of atmospheric monitoring instruments. This shall include zeroing, daily bump checks, and calibration of the instrument.
  - Use, maintenance, and limitations of respirators.
- Proper response to emergencies.

Foremen supervising crews working in permit-required confined spaces shall be trained in Fall Protection Competent Person. This qualifies them to conduct the bi-annual inspection of fall arrest equipment.

For permit-confined spaces, only physically fit employees who have been properly trained and do not exceed full body harness and tripod-weight limitations (310 lbs.) with equipment on shall be allowed to inspect and work in a confined space.

- Employees should be screened for:
  - Claustrophobia - fear of working in small/dark areas
  - Fear of insects, snakes and rats
  - Fear of wearing masks or hoods
- 2. The FCCS will have the responsibility to ensure that:
  - Crews are properly trained.
  - Daily visual inspection of all safety equipment is performed.
  - Monthly inspection reports on safety equipment are completed.
  - Daily Functional (Bump) Test shall be performed prior to each day's use. Refer to manufacturer guide for bump test instructions. A functional test is defined as a brief exposure of the monitor to a known concentration of gases for the purpose of verifying sensor and alarm operation and is not intended to be a measure of the accuracy of the instrument.
  - If an instrument fails to operate properly during any functional "Bump" test, a full instrument calibration shall be performed prior to use.
  - Calibrations of air monitoring equipment per manufacturer's recommendations are completed.

## **II. Employee**

- Shall attend training before working in confined spaces. Refer to the Training Matrix for details in the Training Requirements section.
- Inspect safety equipment before every use.
- Ensure all equipment is on the vehicle before leaving the yard.
- Know how to use all equipment including gas monitor, fall protection equipment, respirators, and emergency retrieval equipment.
- Immediately report equipment problems to their supervisor.
- Report incidents of exposure, an accident, or an injury in a confined space to their supervisor immediately.
- Employees who enter and work in confined spaces shall know and understand confined space entry , operational, and rescue procedures and shall follow these procedures when entering a confined space.

- Employees who discover unidentified hazards in confined spaces shall report them to their supervisor immediately.
- Employees shall wear required PPE.
- Employees who fail to follow confined space procedures or comply with instructions from their supervisors regarding confined space procedures are subject to disciplinary action.

### **III. Entry Team**

#### **1. Entry Supervisor**

- **Personnel Requirements:** One entry supervisor per job is responsible for authorizing an entry into a permit required confined space and terminates the entry when required.
- **Duties:** The Entry Supervisor shall have the following duties:
  - Attend confined space training.
  - Know the requirements of the confined space entry program, including proper duties of entrants, attendants, and rescue personnel.
  - Be knowledgeable about the gas monitor.
  - Verify that all required actions have been taken prior to signing the permit and allowing entry to begin, and ensure that acceptable conditions are maintained for the duration of the entry.
  - Verify that rescue services are available prior to and throughout the entry, and that the means for summoning them are operable.
  - Communicate the status and requirements of the entry to other Entry Supervisor(s) whenever the Entry Supervisor is changed.
  - Terminate entry, assure removal of personnel and equipment, and cancel or complete the entry permit when required.

#### **2. Attendant**

- **Location:** The attendant shall be stationed immediately outside the point of entry/exit of the confined space to observe the permit required confined space (PRCS) and be able to communicate with the occupants throughout the entry.

- Personnel Requirements: There shall be one attendant per point of entry/exit.
- Duties: Attendants shall have the following duties:
  - Provide standby assistance to entrants entering the confined space.
  - Direct entrants to exit the confined space when any irregularities are observed.
  - Initiate an evacuation of the space and emergency procedures.
  - Monitor for any conditions or changes that could adversely affect the entry.
  - Remain at the entry point unless relieved by another attendant or until the entry is cancelled or completed.
  - Always maintain two-way communication at all entrances and have a secondary method to communicate with entrants if primary means fail.

### 3. Entrant

- Duties: Entrant shall have the following duties:
  - Recognize potential hazards that may be encountered during entry and the proper use and limitations of equipment for control of these hazards.
  - Inspect for hazards not identified by atmospheric monitoring during entry activities.
  - Recognize symptoms and warning signs of exposure to potential hazards or prohibited conditions.
  - Notify the attendant of any emergency or unacceptable condition in the confined space.
  - Exit the confined space immediately if symptoms, warning signs, or unacceptable conditions occur or if directed by the Attendant or Entry Supervisor.
  - Respond to emergencies, which includes method(s) for self-rescue.



**NON-FLOOD MAINTENANCE DIVISION PERSONNEL**

- This section does not apply to Flood Maintenance field personnel, as FMD employees are expected to work in confined spaces and receive confined space training. This section may apply to the engineering sections in Flood Maintenance if they have not had an opportunity to attend confined space training and a project requires them to review a confined space area as identified in the previous sections of this manual.
- There are times that Public Works employees who work for Division's other than Flood Maintenance, may have a need to enter areas classified as confined spaces or Permit required confined spaces. Examples of this may be engineers from Design Division who are looking at design/repair issues.
- There may also be times that persons not employed by the Department may need to access these facilities as well. In the past, examples have been the media, state inspectors, contractors on a pre-bid inspection and also law enforcement.
- In either case, appropriate training is provided to the personnel prior to them entering the confined space and it is solely directed towards the particular space and the applicable hazards. This training is intended to introduce the hazards of a Flood Maintenance Division confined space to someone who has not received FMD In-house Confined Space training on Flood Maintenance Division spaces. A Public Works Crew Leader or above will conduct the tailgate. The training shall cover the items listed on the Permit Required Confined Space Tailgate for Non-FMD Personnel. Everyone receiving the training shall sign the tailgate sign-in sheet.
- To help ensure the safety of the space, prior to allowing entry, a FMD crew shall proceed through the space checking the atmosphere and the conditions to be sure that it is safe to allow people into the confined space. Only the number of personnel that can be safely rescued are allowed to enter the confined space at one time. This determination is based upon the site supervisor's determination of equipment availability and analysis of space to be entered.

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**CONTRACTOR**

When a contract has been awarded for work in a confined space and contractor employees will work in the space, either Construction Division or Flood Maintenance Division shall:

- Inform the contractor that the workplace contains or is a confined space and that confined space entry is allowed only through compliance with a confined space program meeting the requirements of Cal/OSHA, Title 8, Section 5157.
- Apprise the contractor of the elements, including the hazards identified and Flood Maintenance's experience with the confined space.
- Provide applicable portions of the confined space manual and procedures to all contractors entering a Flood Maintenance confined space.
- Coordinate entry operations with the contractor, when Flood Maintenance personnel and contractor personnel will be working in or near the confined space.
- Debrief the contractor following an incident during their confined space operation.
- Once the contract is awarded, the contractor shall provide their own equipment and PPE for confined space entry.

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## **PROCEDURES**

### **STORM DRAIN INSPECTIONS AND MAINTENANCE**

The entry supervisor must know the hazards of the confined space, verify that all tests are conducted and all procedures and equipment are in place, and verify that rescue services are available.

#### **1. Vehicles**

Traffic control devices (arrow boards, high rise flag stands, and cones) shall be positioned as needed to direct traffic around the work area in accordance with the Manual on Uniform Traffic Control Devices and/or the Watch Manual.

#### **2. Personal Protective Equipment Requirements**

Each crew member entering a manhole shall be equipped with:

- Hard hat
- Full body harness
- Approved flashlight
- Gloves
- Rubber boots (if needed) with anti-slip devices when necessary
- An escape breathing apparatus
- A gas monitor for every inspection team

#### **3. Monitoring for Hazardous Atmosphere**

Before the manhole lid is removed, a test shall be performed to determine if there is a hazardous atmosphere present. Once it is determined safe, the manhole lid is removed. The manhole shaft shall be tested for an atmospheric condition and the test results recorded on the permit. Air tends to stratify in a confined space; be sure to measure at various levels (heights), not to exceed four feet apart.

Test shall be taken for the following:

- Oxygen content
- Flammable gas (LEL)

- Hydrogen sulfide
- Carbon monoxide

Note: If any one of the four elements test positive, or a hazardous material spill is suspected in the drain, entry is NOT permitted until such time the area becomes safe (see forced ventilation).

#### 4. Safety Equipment

Emergency retrieval equipment shall be positioned above the manhole opening, used as fall protection during entry into and exiting the storm drain, and including rescues. If emergency retrieval equipment is not used, a barrier shall be used to protect the manhole.

#### 5. Smoking

Smoking within 20 feet of the entrance to the manhole is prohibited.

## **INSPECTIONS**

**CONTINUOUS INSPECTIONS ARE ONLY ALLOWED IN STORM DRAINS 42 INCHES AND ABOVE. SPOT INSPECTIONS AND MAINTENANCE MAY BE CONDUCTED IN LINES OF ANY SIZE.**

Continuous storm drain inspections shall require a minimum of six crew members qualified to work in a confined space. The crew size is based on the criteria that each truck is equipped with a hand held CWIRS radio and/or cell phones which will be used by the attendant at each manhole shaft. It is the responsibility of the attendant to summons emergency medical assistance.

### **1. Two Hole Open Continuous Inspection**

Continuous inspection crew size consists of the following: One attendant and spotter located at each of the open manholes and a two-person inspection crew inspecting the drain.

A continuous inspection as shown in Figure 1, involves entering one manhole (No. 1) and exiting through another manhole when the inspection is completed (No. 2). Employees (A) & (F) - are attendants outside the manhole, ready to give assistance.

Each manhole shaft shall have a SCBA available.

Manholes (Nos. 1 and 2) are protected by traffic control devices.

Test (Nos. 1 and 2) for an atmospheric condition before removing manhole lid.

Employees (B), (C) & (D) with appropriate safety equipment descend to invert of manhole (No.1). Employee (B) serve as a spotter.

Employee (E) with appropriate safety equipment descends to invert of manhole (No. 2). Employee (E) serves as spotter.

After employees have entered, employees must disconnect the self-retracting lifeline and attach it to either the drop step or send it back up to the attendant. An emergency retrieval equipment shall be used when entering and exiting the manhole shaft.

After employees (B) & (E) have made contact and the storm drain is declared safe, employees (C) & (D) proceed toward manhole (No. 2). The leading employee will carry the gas monitor and will perform continuous monitoring of atmospheric conditions as he proceeds through the storm drain. The second employee will inspect and record storm drain deficiencies, keeping a reasonable distance behind the lead employee.

When employees (C) & (D) approach manhole (No. 2), employees (A) & (B) are notified.

They close manhole (No. 1) and proceed to manhole (No. 3) and the procedure is repeated to the completion of the job.

## **2. Three-Hole Open Continuous Inspection**

Continuous inspection crew size consists of the following personnel: One attendant and spotter located at each of the open manholes and a two-person inspection crew inspecting the storm drain.

A continuous inspection as shown in Figure 2, involves entering one manhole (No. 1) and exiting through another manhole when the inspection is completed (No. 3). Employees (A), (F) & (G) - are attendants outside the manhole.

Each manhole shaft shall have a SCBA available.

Manholes (No. 1, 2, and 3) are protected by traffic control devices.

Test manholes (No. 1, 2, and 3) for an atmospheric hazard before removing manhole lid.

Employees (B), (C) & (D) with appropriate safety equipment descend to invert of manhole (No.1). Employee (B) serve as a spotter.

Employees (E) & (H) with appropriate safety equipment descend to invert of manholes (No. 2) & (No. 3) Employees (E) & (H) serve as spotters.

Emergency retrieval equipment shall be used when entering and exiting the manhole shaft. After employees have entered, employees must disconnect the self- retracting life-line and attach it to either the drop step or send it back up to the attendant.

After employees (B), (E) & (H) have made contact, employees (C) & (D) proceed towards manhole (No. 2). The leading employee will carry the gas monitor and will perform continuous monitoring of atmospheric conditions as he proceeds through the storm drain. The second employee will inspect and record storm drain deficiencies, keeping a reasonable distance behind the lead employee.

When employees (C) & (D) approach manhole (No. 2), employees (A) & (B) are notified that employees (C) & (D) have reached manhole (No. 2). Employees (A) & (B) will close manhole (No. 1) and proceed to manhole (No. 4). During the time that employees (A) & (B) are moving to manhole (No. 4) employees (C) & (D) proceed toward manhole (No. 3). This procedure is repeated to the completion of the job.

At no time during continuous inspection shall the two person inspection crew proceed past the last monitored manhole shaft.



### **3. Spot inspections**

#### **Spot inspections may be conducted in any size storm drain.**

A spot inspection crew will consist of two employees provided that the entrant/inspector does not disconnect from the retractable lifeline and stays within the area of the manhole shaft to maintain communication. A non-entry rescue would be performed using the emergency retrieval equipment.

If the entrant/inspector needs to conduct a spot inspection and must travel away from the manhole shaft or disconnect from the emergency retrieval equipment, a three-man crew is required. The third employee serves as the spotter or rescuer.

The requirements of this section also pertain to the Underground Camera Crew. As long as the entrant does not disconnect from the retractable lifeline, only two employees are required. If the emergency retrieval equipment is not set up over the manhole, a temporary barrier shall be placed to prevent falling into the open manhole.

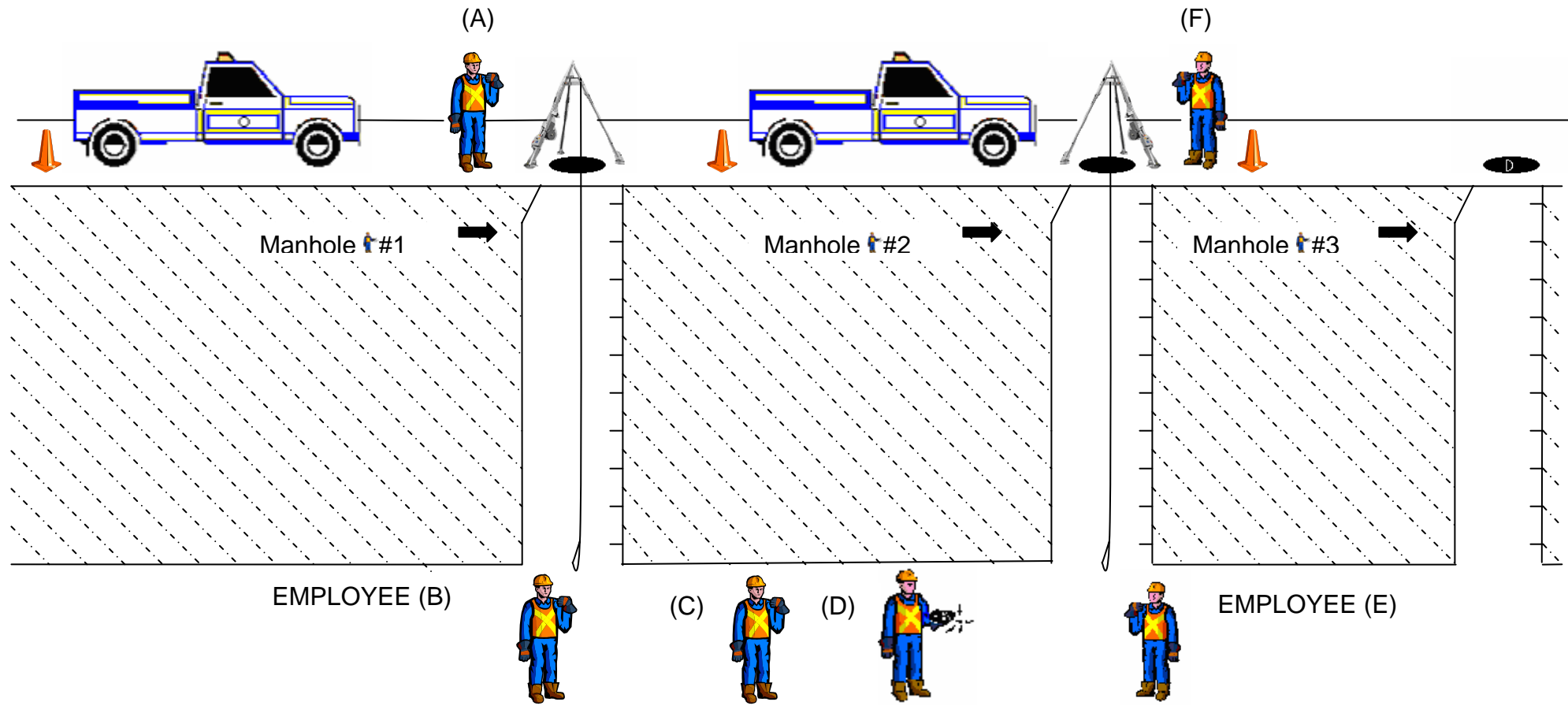
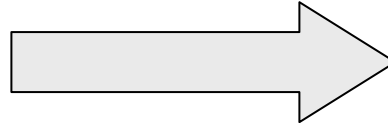
### **4. Maintenance**

Maintenance may be conducted in any size storm drain, lateral, or connector pipe provided an effective rescue plan has been established. The Storm Drain Confined Space Entry Permit for General Maintenance Activities shall be completed prior to work being performed.

Supervisors will ensure all safety equipment and procedures are in place due to the various scenarios crews may encounter conducting maintenance. Additional safety equipment used should be listed on the permit under the Precautions Completed section.

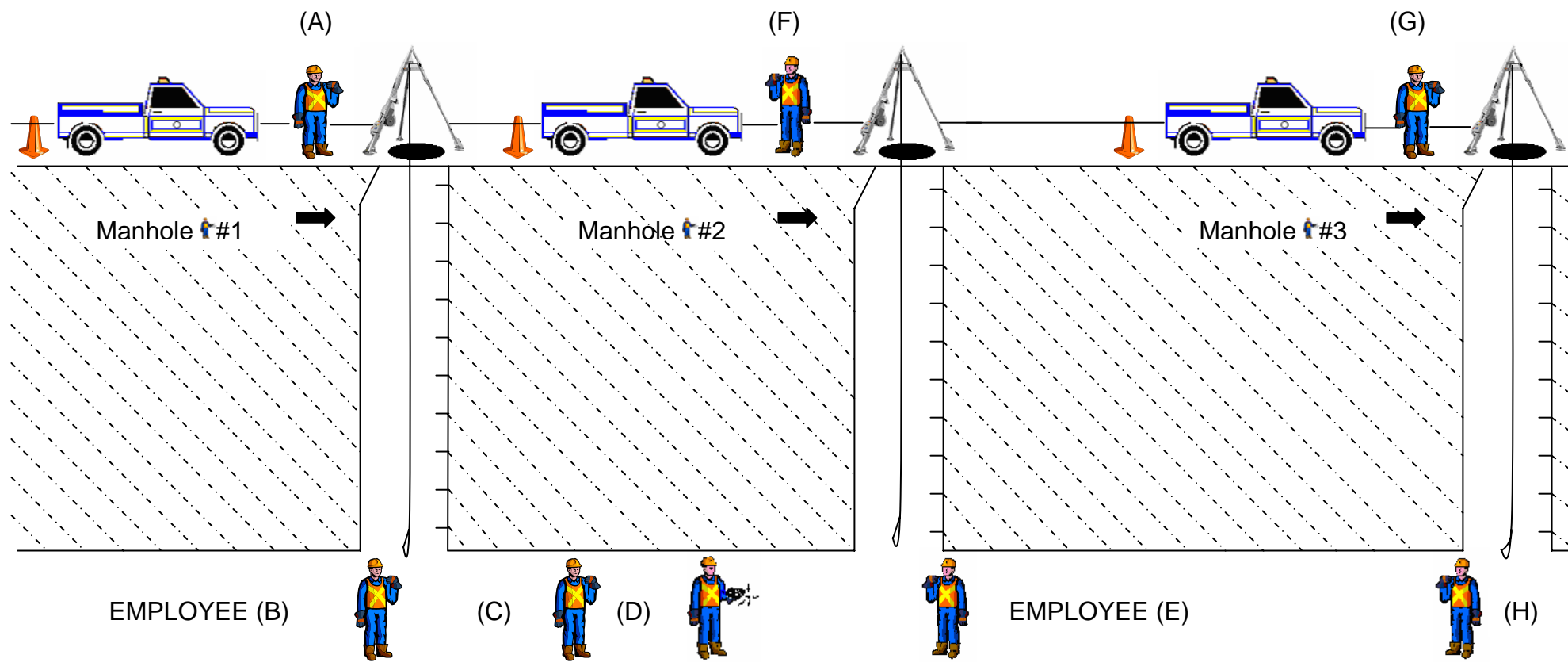
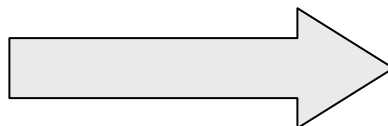
Contact the Flood Maintenance Divisional Safety Coordinator if additional assistance is needed.

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**FIGURE 1**  
**CONTINUOUS INSPECTION (2 HOLES – 6 PERSON)****FLOW OF VEHICLE TRAFFIC**

# **FIGURE 2 CONTINUOUS INSPECTION (3 HOLES – 8 PERSON)**

**FLOW OF VEHICLE TRAFFIC**



**MINIMUM EQUIPMENT FOR CONTINUOUS STORM DRAIN INSPECTION**

Each truck will be equipped with a warning light, traffic directional board, mobile radio, and the following additional equipment:

**1. Respirators**

- One, escape breathing apparatus for each person entering a permit required confined space.
- One, self-contained breathing apparatus (SCBA).

**2. Monitoring Instruments**

- Gas monitors appropriate for the work assignment shall be provided for continuous storm drain inspection.

**3. Traffic Cones**

- Ten, 28-inch reflector traffic cones

**4. Storm Drain Carts**

- One, storm drain cart.  
A cart for the purpose of transporting an employee through an area too small for the employee to stand.

**5. Ladder - 20 ft. Extension (Optional)**

- One, fiberglass extension ladder per inspection crew.

**6. Tools**

1 each	digging bar, 5 foot
1 each	hammer, striking 4 pounds
1 each	lifter, catch basin grate
1 each	lifter, catch basin lid
1 each	lifter, manhole lid, manual
1 each	lifter, manhole lid, easy lift
1 each	pick, railroad
1 each	shovel, round point
1 each	socket set with deep sockets of various sizes

**7. Harness**

- Full body harness with shoulder and rear dorsal D-ring attachments for all personnel entering a confined space.

## 8. Emergency Retrieval System

- One, emergency retrieval system equipped with a self-retracting lifeline (SRL) with emergency retrieval capabilities and auxiliary personnel/equipment hoist.

## 9. First Aid Supply and Biohazard Kit

- One, First Aid Kit.  
A monthly inspection shall be taken to determine what items need to be replenished.
- One, Biohazard Kit
- Two, bottles of 32 oz. eye rinse solution

## 10. Flashlights

All personnel entering a permit-required confined space will be provided with an approved flashlight.

## 11. Anti-Slip Shoe Devices

- Two, pairs of anti-slip shoe devices.

## 12. Hearing Protection

- Twelve, pairs of ear plugs.

## **STORM DRAIN RESCUE PROCEDURE**

Before starting any new assignment, the supervisor shall inform the crew about the emergency rescue procedures for that particular job. Each member of the crew shall be assigned a specific task to perform during an emergency. Those employees not involved in the actual rescue shall assist as needed in other areas such as in guiding traffic and looking out for EMA.

It is considered an atmospheric hazard if the gas monitor alarm is sounding. Employees within the vicinity shall put on their escape pack and exit the area.

### **A. Emergency Rescue Procedure**

When at any time there is any questionable action or non-movement by the employee inside, a verbal check will be made. If there is no response, the employee will be removed. Exception: If the employee is disabled due to falling or impact, he/she shall not be removed from the confined space unless there is immediate danger to his/her life. Emergency medical assistance shall be notified immediately, and shall remove the injured employee.

### **Emergency Rescue Procedures for a Hazardous Atmosphere Rescue**

#### **1. Employee(s) assignment within the confined space:**

- Put on escape breathing apparatus, and if possible, that of the fallen co-worker, alert the attendant, and evacuate the space.
- Rescue employee(s), don a SCBA, enter the space, move injured employee to the nearest exit.
- Attach retrieval line to injured person when making a rescue through a top opening.
- Communications shall be maintained between the rescuer within the confined space and attendant.

#### **2. Attendant(s) outside the confined space shall:**

- Ensure that emergency retrieval equipment is positioned above the manhole opening.
- Provide carts, respirator(s), stretcher, etc., as needed to assist in the rescue operations.
- Operate the emergency retrieval equipment to remove the injured person from the confined space, and proceed with first aid, cardiopulmonary resuscitation, or rescue breathing, as needed.

If the attendant is not the entrant supervisor, he or she must notify entrant supervisor.

NOTE: The attendant shall not leave the area, nor enter the confined space area unless relieved by another attendant.

3. Entrant Supervisor:

- Notify Public Works dispatch of the injury and location of the emergency and request emergency medical assistance (the name of the injured should not be given in radio communication).

**Rescue Procedures for a Non-Hazardous Atmosphere Rescue**

1. Employee(s) assignment within the confined space:

- Evaluate the downed employee and alert the attendant.
- Perform first aid or CPR as required.
- Assist Emergency Medical Service personnel when they arrive and continue to monitor the work environment.

2. Attendant(s) outside the confined space shall:

- Ensure that emergency retrieval equipment is positioned above the manhole opening.
- Provide carts, respirator(s), stretcher, etc., as needed to assist in the rescue operations.
- Operate the emergency retrieval equipment to remove the injured person from the confined area, and proceed with first aid, cardiopulmonary resuscitation, or rescue breathing, as needed.

If the attendant is not the entrant supervisor, he or she must notify entrant supervisor.

NOTE: The attendant shall not leave the area, nor enter the confined space area unless relieved by another attendant.

3. Entrant Supervisor:

- Notify Public Works dispatch of the injury and location of the emergency and request emergency medical assistance. (the name of the injured should not be given in radio communication).



## **SUBDRAIN INSPECTION AND MAINTENANCE**

### **Cleanout Only**

This section applies to the many different types of sub-drain systems that Flood Maintenance is responsible for maintaining.

A Confined Space entry permit for sub-drain vault clean out activities is not required when employees are cleaning a sub-drain with a vector truck and not entering the sub-drain vault. No employee may break the plane of the sub-drain vault without completing a Confined Space Permit for sub-drain vault general maintenance activities. The following procedural guideline shall be followed:

- Remove bolts and lids.
- Sample the air if the vault is not full of water. This ensures there is not a high concentration of hydrogen-sulfide.
- Use the vector truck to remove sediment from the vault.
- Replace the lids and bolts.

### **Cleanout and Maintenance**

Entry into a sub-drain vault must be done for inspection and maintenance of the flap gates on a routine basis. Entry into a sub-drain vault is a "Permit-Required" confined space. Completion of the Confined Space Permit for sub-drain vault general maintenance activities is required prior to entry.

A minimum of two employees will be required for sub-drain entry provided that the entrant does not disconnect from the retractable lifeline and stays within the area of the opening. Two employees are needed for sub-drain entries, one entrant and one attendant. If the entrant disconnects from the retractable lifeline, a three-man crew will be required. The third employee serves as a spotter. There may also be the need for an employee to operate the vector truck or a pump to remove the water.

There are different types, styles, and configurations of sub-drains. The guidelines are as follows:

- Water must be diverted from the sub-drain lid, an alignment scratch mark can be placed on the lid and ring to help align bolt holes when reinstalling the lid. The bolts and lids are removed.
- The vault is cleaned with a vector truck or it can be pumped out into a water tank or both. A barrier around the manhole is placed to prevent water from entering the vault. When the vault is empty, the atmosphere shall be tested prior to the initial entry and tested continuously while occupied.

- Due to the noise produced by the pumps and the vector truck, hearing protection is required.
- Before the employee enters the sub-drain vault, emergency retrieval equipment must be set over the manhole. The entrant shall be required to use a full body harness, a SCBA, and/or a supplied air line with an egress bottle. The Entrant hooks to the emergency retrieval equipment and enters the sub-drain vault and is handed the tools needed.
- To perform longer maintenance, the subdrain vault can be isolated from possible airborne contamination by installing inflatable plugs in the drains. When the atmosphere is verified to be safe, the entrant may remove the SCBA/supplied air, while performing the work. Prior to removing the plugs from the system, the entrant will don the SCBA/supplied air until exited from the vault.
- When the work is completed, the entrant exits the sub-drain, unhooks the emergency retrieval equipment and removes the SCBA/supplied air.
- All water removed from the vault may be decanted back into the vault.
- The lid(s) and bolts are replaced.

**SUBDRAIN RESCUE PROCEDURES**

In the event that a rescue is needed, all equipment shall be shut down unless it is being used to prevent water from filling the sub drain vault. Depending upon the injury, the entry supervisor shall contact dispatch to request emergency medical assistance. In all cases requiring a rescue, supervision shall be contacted.

If the employee is still connected to the emergency retrieval equipment and the employee is unable to exit the vault under his own power, the attendant shall operate the emergency retrieval equipment to raise the employee out of the vault. Trained crew members shall attend to his first aid needs.

**Atmospheric Hazard Related Rescue**

If an employee collapses for an unknown reason and/or the gas monitor alarm is sounding, it is considered an atmospheric hazard. If the employee requiring rescuing has disconnected from the emergency retrieval equipment, another employee shall enter the sub drain vault on supplied air, connect the injured employee to the emergency retrieval equipment and the attendant shall crank the employee out of the vault. The other employee shall exit the vault after the injured employee has been removed. If the second employee is in the vault at the time of injury, he shall don his escape breathing apparatus, attach the retrieval line to the injured employee and exit after the injured employee has cleared the hole.

**Non-Atmospheric Hazard Related Rescue**

A non-atmospheric hazard related rescue is when an employee is injured and there is no suspected airborne contamination and it is substantiated by the gas monitor. If the injured employee has disconnected from the emergency retrieval equipment, the rescuing employee will enter the vault, attach the emergency retrieval equipment to the injured employee and the attendant shall crank the employee out of the vault. The rescuer then exits the vault and the crew members perform first aid on the injured employee.

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**PUMP PLANTS**

Each pump plant is unique in its characteristic. Entry into the office area is a confined space. Test for atmosphere before entering. All areas below the catwalks are permit-required confined spaces. See applicable permits for details. Consult with your supervisor for specific characteristics and procedures of individual pump plants.

**Access**

When access to the sump is by a ladder more than 20 feet in length, emergency retrieval equipment shall be used as fall protection. If the ladder is more than 5 feet in length, emergency retrieval equipment must be nearby for rescue purposes although it may not be needed for entry. Any access to the sump requires all entrants to wear a full body harness.

**Sump Cleanout**

Sump cleaning requires a minimum of one attendant and one standby employee when either utilizing a vactor truck or removing debris by manual labor. There is a potential exposure to hydrogen sulfide (H<sub>2</sub>S) and other hazardous waste; therefore, the sump area has been classified a "Permit-required" confined space.

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### **PUMP PLANT - SUMP RESCUE PROCEDURE**

1. One employee will serve as the attendant at the top of the stairs or the ladder. The attendant may also be stationed at the floor opening that the vector truck is using as access to the sump. In the event of an emergency the attendant reacts as follows:

#### **Access by Ladder**

If the entry to the sump is by ladder, the attendant calls for the vector truck operator and informs him of the emergency. The vector truck operator will then shut down the vector and call for emergency medical assistance by phone or radio. The attendant shall set-up the emergency retrieval equipment for the rescue of the injured employee. The attendant shall not leave the area unless the potential hazard could expose them to a potential injury or harm.

#### **Access by Stairs**

If the entry to the sump is by stairs, the attendant calls for the vector truck operator and informs him of the emergency. The vector truck operator will shut down the vector and call emergency medical assistance by phone or radio. The operator then must return and assist the attendant.

2. A second (standby) employee will be stationed at the bottom of the stairs, below the opening in the floor or at the base of the ladder. He monitors the gas meter and has a SCBA with him. The function of the standby is to monitor the entrance and maintain communication between the entrants and the attendant. In case of emergency, the standby employee, dons the SCBA and serves as a rescuer.
3. At least one of the entrants in the sump area shall be carrying a gas meter in the area that the work is being done. This would be at the end of the vector hose or where the sump is being disturbed. All entrants shall be equipped with an escape breathing apparatus.

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**PUMP PLANT PAINTING**

This section applies to all Pump Plant painting projects, and precautions that need to be taken before the job begins. Other divisions shall notify Flood Maintenance to arrange for entry into all FMD pump plants.

Exposures to high vapor concentrations can produce undesirable symptoms when painting. A Material Safety Data Sheet (MSDS) shall be reviewed before the job is to begin. A MSDS shall be on-site during painting operations.

Painters shall ensure that adequate ventilation is sufficient in the space during work operations. Not all pump plants have large bay doors to ventilate air inside a pump plant. Refer to the Airflow Requirements section for additional ventilation requirements for conducting paint operations.

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**RADIO EMERGENCY ASSISTANCE GUIDELINES**

The following guidelines are to be used when calling Public Works dispatch for emergency assistance.

If the radio call is after normal working hours, the Flood dispatcher may have to be used to reach an operator.

- When calling Public Works dispatch, use the phrase "CODE 3" which stands for "Emergency, act immediately." This alerts the radio operators to give the call top priority.
- Provide the operators the radio number of the vehicle calling.
- Provide the area or city that the call is coming from.
- Provide the location, street address, and cross streets where help is needed.
- Provide the type of emergency and what types of services are needed. This may be the police, paramedics, fire department, or swift water rescue.
- Inform the operator if any Public Works vehicles or employees are involved. (The name of the injured employee should not be given in radio communication).
- Be prepared to give necessary details about the incident.
- Stay near the radio if possible to supply the operators with further information.
- Contact the supervisor or the area yard.
- Supervisor shall contact EHS and/or DSC.

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**AIRFLOW REQUIREMENTS**

- Forced air mechanical ventilation can be used to control atmospheric hazards within a confined space.
- Control of atmospheric hazards through forced air ventilation does not constitute elimination of the hazards.
- Based on requirements within this manual, an employee may not enter the confined space until the forced air ventilation has eliminated any hazardous atmosphere.
- The forced air ventilation shall be directed to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space.
- The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space.
- Locate the blower at least 5 feet from the opening to prevent re-entry.
- Select the blower based on the volume of the space, number of elbows in the flex hose, and the length of hose and not just on the cubic feet per minute (CFM) on the fan.
- Place the supply air hose near the area of work and never lower than 25 percent of the total height of the space.
- Purge the space for at least ten minutes prior to entry. Longer purge times may be necessary for smaller blowers.
- NIOSH studies recommend 20 air changes per hour for a ventilation rate.
- Supply and local exhaust ventilation may be necessary when welding in a confined space.
- Locate the blower away from generator exhaust, car exhaust, or contaminant sources.

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## **RESPIRATORS**

- I. Respirators shall be inspected and sanitized after each use and inspected monthly. A record of the most recent certification shall be maintained with the respirator. It shall include the inspector's identification, the date, and a respirator identification number.

### **1. Self Contained Breathing Apparatus**

- A Self Contained Breathing Apparatus (SCBA) is a self-contained respirator intended to supply fresh breathing air on demand. A single tank of compressed air, carried on the back, provides the air, and a regulator controls the flow of air to the face mask. Exhaled air is released to the atmosphere.
- A SCBA is designed to protect the wearer with respiratory protection while working in hazardous atmospheres, such as oxygen deficiency and/or inhalation of toxic contaminants.
- When engaged in rescue where protection against a hazardous atmosphere is needed, the employee(s) shall use a SCBA.

### **2. Supplied Air Respirator**

- A supplied air respirator (SAR) or airline respirator provides breathing air through an airline from a source outside the work area. Hazardous atmospheres can be encountered during emergency situations, chemical spills, high concentrations of air contaminants, or the use of materials that have poor warning properties.

### **3. An Escape Breathing Apparatus**

- An Emergency Escape Breathing Apparatus is a small lightweight refillable escape unit to be used in confined spaces, when a gas monitor indicates a hazard, and it may take some time to get to a safe area.
- An Escape Breathing Apparatus is intended for use only during an emergency exit. It cannot be used to enter an area that has a hazardous atmosphere.

### **4. Air Purifying Respirator**

- An air-purifying respirator (APR) means a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.
- Air purifying respirators are not designed for use in conditions that are immediately dangerous to life or health and must not be used when entering an area that is oxygen deficient.

## II. Inspection and Maintenance of a SCBA

### 1. Exhalation Valve

- This valve may be tested by visual inspection and by donning the face mask, covering inhalation tube, and inhaling. If the mask is tight on the face and leakage is noted, the valve should be removed for closer inspection.
- Inhalation Tube: Inspect for cracks, punctures, or other openings. This test may be made at the time the exhalation valve is tested.
- Face Piece: Inspect entire mask for general condition, face shield, and all clamps for tightness.
- Air Tank: Inspect tank fittings for leaks.

### 2. Testing for Leaks

- To test the complete assembly, open the cylinder control valve and the main line control valve on the regulator. Note: the reading on both pressure gauges. Close the cylinder control valve and observe the regulator pressure gauges for a 3-minute period. If the pressure drops more than 100 psi in this period, inspect all fittings and hoses for leaks. Soapy water will aid in detecting leaks. Notify your immediate supervisor if a leak in the system or defective parts are found.

### 3. Cleaning

- Respirators shall be cleaned and sanitized at least monthly, but weekly for routinely used respirators.
- Soap and water are the only materials needed to clean respirators.
- Respirator equipment shall not be passed from one person to another until it has been cleaned and sanitized.

### 4. Storage

- When not in use, respirators shall be stored to protect against dust, sunlight, extreme temperatures, excessive moisture, or damaging chemicals.

### 5. Fit-Testing

- Employees required to use respiratory protection shall not be permitted to have any facial hair that interferes with the sealing surface of the respirator and the face. Refer to Facial Hair Guidelines, Figure 3.



## 6. Recertification

- SCBA and supplied-air respirator equipment shall be certified per manufacturer recommendation.

## 7. Training

- Training requirements for use of respirators can be found in the training section of this manual.

**FIGURE 3 – Facial Hair Guidelines**

The Shade Portions are your respirator seal areas. Facial Hair is not permitted on these portions of the face.

---

**Unacceptable****Full Beard****Goatee & Narrow Mustache****Goatee & Wide Mustache****Extended Side Burns****Full Manchu Mustache****Wide Mustache****Acceptable**

**MINIMUM TRAINING REQUIREMENT****FLOOD MAINTENANCE DIVISION CONFINED SPACE TRAINING MATRIX**

	Confined Space Training- 8 hour & Refreshers 4 hour	Confined Space Training- In-house	Non-FMD Permit Required Confined Space Tailgate	HAZWOPER- First Responder and Refreshers	Medical Exam No. 2- Confined Space	Medical Exam No. 5- Respirator	SCBA/SA Training and Fit Testing	Respirator Training and Fit Testing	CPR & First Aid Training	In-house Rescue training	Escape Breathing Apparatus Evacuation Training	Gas Meter Training	Traffic Control and Flagging Training
<b>Continuous Inspection Team</b>	R	R		R	R	R	R	O	R	R	R	R	R
<b>Pump Plant Sump Cleanout Crew</b>	R	R			R	R	R		R	R	R	R	O
<b>Sub-drain Maintenance Crew</b>	R	R			R	R	R		R	R	R	R	
<b>Catch Basin Maintenance</b>	R											R	R
<b>All Confined Spaces</b>	R											R	O
<b>San Gabriel Dam Tunnel &amp; Silo</b>	R										R	R	
<b>All Dam Tunnels {PRCS areas}</b>	R	R			R	R	R		R	R	R	R	
<b>Non FMD personnel not regularly assigned to work in confined spaces</b>			R								R		

R = required

O = optional

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## **TRAINING REQUIREMENTS**

### 1. Confined Space Training

- Initial - 8 hours
  - All employees working in Confined Spaces are required to attend an 8-hour training course.
- Refresher - 4 hours
  - A refresher course is required every 5 years, when recommended by the EHS office, when regulations change or when a supervisor deems it is necessary.

### 2. Confined Space Training In-house

- This training is to supplement the training provided by EHS and their vendor. It covers the actual procedures for Flood Maintenance Division's confined spaces, work, and safety procedures.
- The In-House Confined Space Training form shall be completed as the training is conducted and retained to verify the employee received the training.

### 3. Non-FMD Permit-Required Confined Space Tailgate

- This training is intended to introduce the hazards of a Flood Maintenance Division confined space to an employee not assigned to FMD.
- The training shall be done by a Public Works Crew Leader or above and shall cover the items addressed on the Permit Required Confined Space Tailgate for Non-FMD Personnel.
- Everyone entering the confined space shall sign that they have received this tailgate training on the specifics of the individual confined space. They shall also be listed on the entry permit as entrants.

### 4. HAZWOPER-First Responder Operational Level and Refresher

- Due to the nature of the Flood Control channel and storm drain system, crews are often called to assist agencies in Hazardous Material spills. Sometimes FMD crews are first on site to these spills. Subsequently, the division requires HAZWOPER First Responder Operational Level training for employees responding to spills and to allow them to work in a defensive manner to control the spread of hazardous materials. This training establishes the procedures and limitations FMD employees can do to protect themselves, the public, and the environment. These procedures are outlined in the Flood Maintenance Division Hazardous Materials Emergency Response Procedures.

- The initial training is 8-hour. Annual refresher training is 4-hour.

#### 5. Medical Exam No. 2 - Confined Space

- All employees who work in a confined space are required to have this exam.
- The examination is required initially and every 2 years thereafter.

#### 6. Medical Exam No. 5 – Respirators

- All employees who are required to wear a respirator; such as a SCBA or APR, as part of their job duties are required to have this exam.
- Employees shall receive the exam before the initial fit-testing and whenever the following trigger events occur:
  - An employee reports medical signs or symptoms related to respirator use.
  - A supervisor observes the employee to have medically-related problems when using the respirator.
  - There is a change in an employee's workplace conditions (e.g., physical work effort, protective clothing, or temperature) that results in a substantial increase in the physiological burden placed on the employee.
  - There is a change in an employee's job duties to such an extent that an employee who was previously using an air-purifying respirator must now use a self-contained breathing apparatus.

#### 7. SCBA/SA Training and Fit-Testing

- All employees who use SCBA/SA system are required to attend initial/annual SCBA/SA training and fit testing.

#### 8. Respiratory Training and Fit-Testing

- All employees are required to attend initial/annual Respiratory training and fit-testing.

#### 9. CPR and First Aid Training

- Each member of the team should be trained in basic first-aid and in cardiopulmonary resuscitation (CPR). At least one member of the rescue team shall have a current certification in first aid and CPR.

#### 10. In-House Rescue Training

- Each member of the team shall practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed. Continuous storm drain inspection crews conduct rescue drills every six months.

#### 11. Escape Breathing Apparatus Training

- Any employee who may have to use the Escape Breathing Apparatus shall be given a tailgate level training on the particular unit. This training will follow the manufacturers requirements in the owners/operators manual and shall include at a minimum, inspections, how to properly use the apparatus and its limitations.
- Employees are not required to receive respirator training or fit testing and are not required to be clean shave to wear these escape breathing apparatus.

#### 12. Gas Monitor Training

- All employees using gas monitors shall be trained in how to properly use the meter.
- Initial gas meter training should be provided by a manufacturers trained representative and be model specific.
- Subsequent gas meter training for employees can be conducted by a FMD employee who is knowledgeable in the daily operation of the gas meter and was originally trained by the manufacturer's representative.

#### 13. Traffic Control and Flagging Training

- All employees who work in or around traffic are required to attend Traffic Control and Flagger training initially.
- The initial 8-hour training is required one-time. A refresher course is required when recommended by the EHS office, when regulations change or when a supervisor deems it necessary.

#### 14. Fall Protection Training

- Supervisors shall be trained as a Fall Protection Competent Person. The initial 32-hour training is required one-time and a 16-hour refresher is required every two years.
- Employees should be trained in Worker at Heights or trained in fall protection equipment as part of the confined space training.

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**SIMULATED RESCUE DRILLS**

- Every member of the crew including alternates who work on a continuous storm drain inspection crew shall participate in making simulated rescue drills every six months.
- Other regular routine operations shall conduct rescue drills annually (i.e.; Pump Plant Sump cleanout).
- Non-routine work in a permit-required confined space shall have rescue drills prior to starting work. (i.e.; General maintenance or sub-drain vault.)

Simulated rescue drills shall include removing mannequins or actual persons from a representative permit-required space.

The FMD DSC shall be notified of scheduled dates and times for the simulated rescue drills.

Documentation of simulated rescue drills using the supplied form shall be recorded and kept on file with the training records.

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**RECORD KEEPING**

The following documents shall be maintained at the yards for a period of three years:

1. Sign-in sheets for both "Confined Space" and "Permit Required" areas.
2. Confined Spaces Tailgates.
3. Maintenance records on safety equipment and gas monitoring instruments.
4. Monthly equipment inspection sheet.
5. Records shall be kept at FMD yards for employees who work in confined spaces and had training in:
  - a. CPR and First Aid
  - b. Gas Monitor Operation
  - c. In-house Confined Space training
6. Simulated Rescue Drills.
7. Records shall be kept at EHS for employees who had training in:
  - a. Confined Space
  - b. HAZWOPER training
  - c. Traffic Control training
  - d. Respiratory Protection training
  - e. Fall Protection training (Competent Person and Worker at Heights)
  - f. Medical Exam Records

**Incident Records**

In the event of an employee exposure to levels above the permissible exposure limits (PEL), and after all employees have been evacuated, a print out from the meter's days events shall be printed and attached to the permit for documentation of the incident. The supervisor or entrant supervisor then must write on the entry permit (comment section) the time, location, the names of exposed employees, and the description of the incident.

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## **APPENDIX I – FORMS**

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION  
**GAS MONITOR TRAINING**

---

Division: Flood Maintenance Yard: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Supervisor conducting training: \_\_\_\_\_ Title: \_\_\_\_\_

Type of gas monitor: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Topics covered:

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ATTENDANCE:

	Print Name	Signature	Job Title
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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION  
**SIMULATED RESCUE DRILL**

---

Division: Flood Maintenance Yard: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Supervisor conducting drill: \_\_\_\_\_ Title: \_\_\_\_\_

---

Brief summary of rescue drill: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Equipment used: \_\_\_\_\_

\_\_\_\_\_

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**ATTENDANCE:**

	Print Name	Signature	Job Title
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Employee Safety

Recommendations: \_\_\_\_\_

\_\_\_\_\_

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION  
**ESCAPE BREATHING APPARATUS TRAINING**

---

Division: Flood Maintenance Yard: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Supervisor conducting training: \_\_\_\_\_ Title: \_\_\_\_\_

---

Brief summary of the training: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Equipment used: \_\_\_\_\_

\_\_\_\_\_

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**ATTENDANCE:**

	Print Name	Signature	Job Title
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Employee Safety

Recommendations: \_\_\_\_\_

\_\_\_\_\_



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**SCBA INSPECTION CHECKLIST**

Serial No.: \_\_\_\_\_ Location: \_\_\_\_\_ PW No.: \_\_\_\_\_

DATE INSPECTED	CYLINDER PRESSURE	CALIBRATION DATE	REGULATOR SERIAL NO.	FACEPIECE & BREATHING TUBE CONDITION	OVER-ALL CONDITION	CONNECTIONS SECURE	CLEAN AND SANITIZED	REMARKS	INSPECTED BY (first initial and last name)

Comments: \_\_\_\_\_

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**ESCAPE BREATHING APPARATUS INSPECTION LOG**

MO/YR	CYLINDER SERIAL NO.	REGULATOR SERIAL NO.	HYDRO DATE	CYLINDER PRESSURE	CYLINDER SIZE	CONDITION/COMMENTS	INSPECTED BY

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**SUPPLIED AIR RESPIRATOR INSPECTION LOG**

Serial No.: \_\_\_\_\_ Location: \_\_\_\_\_ PW No.: \_\_\_\_\_

DATE INSPECTED	CYLINDER PRESSURE	CALIBRATION DATE	REGULATOR SERIAL NO.	FACEPIECE & BREATHING TUBE CONDITION	OVER-ALL CONDITION	CONNECTIONS SECURE	CLEAN AND SANITIZED	REMARKS	INSPECTED BY (first initial and last name)

Comments: \_\_\_\_\_

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**GRADE "D" BREATHING AIR CYLINDERS INSPECTION LOG**

MO/YR	CYLINDER SERIAL NO.	CYLINDER NO.	HYRDRO DATE	CYLINDER PRESSURE	CYLINDER SIZE	CONDITION/ COMMENTS	INSPECTED BY

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**SUPPLIED AIR SYSTEM REGULATOR INSPECTION LOG**

MO/YR	REGULATOR SERIAL NO.	REGULATOR NO.	CERTIFICATION DATE	CHECK GAUGES	CONDITION/COMMENTS	INSPECTED BY

Comments:

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**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**

**INDUSTRIAL SCIENTIFIC CORPORATION  
ATMOSPHERIC METERS**

**MODEL TMX 412**

**BUMP TESTING**

Gas detection instruments are potential life-saving devices. Recognizing this fact, Industrial Scientific Corporation recommends that a functional ("bump") test be performed on every instrument prior to each days use. A functional test is defined as a brief exposure to the monitor to a concentration of gases in excess of the lowest alarm set-point for each sensor for the purpose of verifying sensor and alarm operation and is not intended to be a measure of the accuracy of the instrument.

Industrial Scientific recommends that a full instrument calibration be performed using a certified concentration of gases monthly to ensure maximum accuracy. If an instrument fails to operate properly following any functional "bump" test, a full instrument calibration should be performed prior to use.

When you bump test or field calibrate the meter, you must record it on a bump test record sheet. This information has to be kept on file for a period of three years.

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**BUMP TEST RECORD SHEET**

BUMP TESTING IS MANDATORY PRIOR TO EACH DAYS USE.  
THIS BUMP TEST RECORD SHEET MUST BE KEPT ON FILE FOR A PERIOD OF  
THREE YEARS.

**BUMP TESTING WILL NOT CALIBRATE YOUR METER.**

BUMP TESTING IS FOR THE PURPOSE OF VERIFYING SENSOR AND ALARM  
OPERATION AND IS NOT INTENDED TO BE A MEASURE OF THE ACCURACY  
OF THE INSTRUMENT.

**Check CO, H2S, O2, and LEL BOXES, IF INDIVIDUAL SENSORS ARE  
VISUALLY ALARMING.** IF ONE OR MORE SENSORS ARE NOT FLASHING IN  
ALARM MODE THEN THE METER MUST BE CALIBRATED. ONLY WRITE YES IN  
THE CAL BOX IF THE METER IS FIELD CALIBRATED.

SERIAL NO.	DATE	TIME	LOCATION	CO ALARM	H2S ALARM	O2 ALARM	LEL ALARM	CAL YES/NO	USER INITIAL

**PERMIT REQUIRED CONFINED SPACE TAILGATE FOR NON-FMD PERSONNEL**

An expanded tailgate meeting shall be held prior to entry into a permit required confined space in which non-FMD personnel will be entering the confined space.

This tailgate meeting will cover the following topics:

1. The hazards associated with confined spaces:

- Atmosphere
- Engulfment
- Insects, vermin, snakes
- Limited ingress and egress
- Slip hazard
- Claustrophobia

2. The proper use of fall protection/rescue equipment:

- Full body harness
- Emergency retrieval equipment
- Dorsal D-ring

3. The use of gas monitors:

- Purpose
- Sample procedure
- Alarm procedure

4. The use of escape breathing apparatus:

- Unpack unit
- Turn on air
- Don the hood



5. Emergency procedures:

- **FOLLOW FMD PERSONNEL DIRECTIONS**
- Provide site specific instructions
- Evacuate confined space in an orderly manner

6. Complete sign-in sheet

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**PERMIT REQUIRED CONFINED SPACE TAILGATE FOR NON-FMD PERSONNEL**Division: Flood Maintenance Yard/Area/District: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Supervisor Conducting  
Tailgate: \_\_\_\_\_ Title: \_\_\_\_\_

An expanded tailgate meeting was held and the personnel listed below have received instructions in the the following topics:

1. Confined space hazards
2. The proper use of emergency retrieval equipment
3. The use of a gas monitor
4. The use of an escape breathing apparatus
5. Emergency procedures

## ATTENDANCE:

	Print Name	Signature	Job Title	Division/Company
1.				
2.				
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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
FLOOD MAINTENANCE DIVISION**IN-HOUSE CONFINED SPACE TRAINING**

Date: \_\_\_\_\_

Location: \_\_\_\_\_

Employee Name: \_\_\_\_\_  
(print)

Employee No: \_\_\_\_\_

The above employee has received in-house confined space training in the following areas.

	Trainee Initial
1. Confined Space Manual	
2. General Hazards Associated with Confined Space Entry	
3. Operating Procedures	
4. Permit System	
5. Rescue Procedures	
6. Personal Protective Equipment	
7. Gas Monitoring Equipment	
8. Fall Protection Equipment	
9. Escape Breathing Apparatus	
10. Traffic Control, if applicable	

Training conducted by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(print)

Trainee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX II - PERMITS**

The following types of permits are valid for use during the 2007 calendar year. Individual copies are included.

### A. "Confined Spaces"

1. Catch Basins
2. Cogswell Dam Water Filtration System Chambers
3. Enclosed Sections of Open Channel
4. Injection Well Vaults
5. Pump Plants
6. Pressure Reducing Station
7. San Gabriel Dam Tunnel
8. San Gabriel Dam Hydroelectric Silo Unit No. 1
9. Trenches and/or Excavations
10. Big Dalton Dam Arches

### B. "Permit-Required" Confined Spaces

- |  |  |
|--|--|
| 1. Pump Plants                                 | - sump activities  |
| 2. Various Facilities                          | - hotwork (welding)<br>- generic confined space permit                             |
| 3. Storm Drains                                | - continuous inspections<br>- spot inspections<br>- general maintenance activities |
| 4. Subdrain Vaults                             | - general maintenance activities   |
| 5. Catch Basins                                | - general maintenance activities   |
| 6. CDS/Low Flow Diversion Vault                | - general maintenance activities   |
| 7. Debris Basin Tower                          | - general maintenance activities   |
| 8. Dams Tunnel, Vault, and area below Catwalks | - general maintenance activities   |

Each October the areas will be responsible to review their particular permits and suggest changes. These changes will be submitted to the FMD Divisional Safety Coordinator who will review and incorporate the changes as necessary.

"Confined Space" sign-in sheets posted at permanent Flood facilities are valid for a year, however, each month a new sign-in sheet shall be posted. A copy will be kept on file.

"Permit-Required" entry permits will be authorized for individual work assignments by the Construction Superintendent or Flood Control Construction Supervisor. A new permit is required for each new project.

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**RON'S MAINTENANCE, INC**



Catch Basin Clean-out Services for various locations throughout Los Angeles County

**In reply to: BRC-1**

Ronnie Norman, President

Prepared for: Los Angeles County

Address: 11542 Horley Ave Downey, CA 90241

Phone: 213-359-3827

Date of Submittal: May 16, 2022

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**RON'S MAINTENANCE**

# Table of Contents

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**RON'S MAINTENANCE**

## LETTER OF TRANSMITTAL

In compliance with RFP BRC0000287 Notice of Invitation for Bids for Catch Basins Clean-out Services for various locations throughout Los Angeles County, the undersigned hereby declares full understanding of proposal content and scope of work. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents; that it has carefully examined all of the figures shown in its Cost Proposal; that it has carefully reviewed the accuracy of all statements in this Proposal and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

The undersigned declares that the only persons or parties interested in this Proposal as principals are those named herein (listed below); that the Proposal is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the locations therein referred to; and Contractor proposes, and agrees if this Proposal is accepted, that Contractor will execute a Contract with the County of Los Angeles to provide all necessary labor, machinery, tools, and to do all work and provide materials required as specified in the Contract documents according to the requirements of the County of Los Angeles as set forth; and that the Contractor will take as payment at the unit prices described in the Contract documents, as payment in full for the performed scope of work.

**Name:** Ronnie Norman

**Title:** President

**Address:** 11542 Horley Ave

Downey, CA 90241

**Email:** [ronsmaintenance@aol.com](mailto:ronsmaintenance@aol.com)

**Phone:** 213-359-3827



## CORPORATION DOCUMENTS

Refer to forms below

2616005

## State of California



## SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 22 2004



*Kevin Shelley*  
Secretary of State

2616005

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

**Ron's Maintenance, Inc.**

**JUN 18 2004**

**KEVIN SHELLEY**  
Secretary of State

**I**

The name of this corporation is **Ron's Maintenance, Inc.**

**II**

The purpose of this corporation is to engage in any lawful act or activity for which a Corporation may be organized under the general Corporation law of the State of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III**

The name and address in the State of California of this Corporation's initial agent for service of process is:

**Ron Norman**  
11542 Horley  
Downey, CA. 90241

**IV**

The Corporation is authorized to issue only one class of shares of stock; the total number of shares authorized is one Hundred Thousand 100,000.


**V**

The liability of the directors of the corporation for monetary damages shall be eliminated To the fullest extent permissible under California law.

**VI**

The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

**Dated: June 11, 2004**

  
**Denise Salazar**  
Incorporator





MINUTES OF FIRST ORGANIZATIONAL MEETING OF  
INCORPORATORS AND INITIAL DIRECTORS OF

**Ron's Maintenance, Inc.**

A CALIFORNIA CORPORATION

I, **Saeid R. Hirbodi**, being the Incorporator named in the Articles of Incorporation of the above-named California Corporation duly formed by the filing of said Articles of Incorporation in the office of the Secretary of State of the State California on **June 22, 2004** and desiring to hold the first organizational meeting for the purpose of completing the organization of its affairs, in accordance with the powers conferred upon Incorporators by Section 210 of the General Corporation law, held such meeting **11542 Horley Downey, CA. 90241** on **June 22, 2004** at **10:00 a.m.** of said day.

Present at this session of the meeting:

**Saeid R. Hirbodi**, being the Incorporator of said California Corporation as named in its Articles of Incorporation.

**Ron Norman**, whom on motion and by unanimous vote was elected temporary chairman of the board,

On motion and by unanimous vote, **Ron Norman** was elected as the Chairman of the Board.

ARTICLES OF INCORPORATION FILED

The Chairman of the Board stated that the original Articles of Incorporation had been filed in the office of the California Secretary of State and had been assigned the following filing date and State Corporation filing number:

Filing Date: **June 18, 2004**  
Official Filing Number: **2616005**  
Federal I.D. # **20-1345634**

He presented to the meeting a certified copy of said articles of Incorporation, showing filings as stated and the temporary Secretary was directed to insert said copy in the book of Minutes of the corporation.

### BYLAWS

The matter of adoption of bylaws for the regulation of the affairs of the corporation was next considered. The Secretary presented to the meeting a form of bylaws which were duly considered and discussed. On motion duly made and unanimously carried, the following resolutions were adopted:

RESOLVED: That the bylaws presented to this meeting and discussed thereat be, and the same hereby are, adopted as and for bylaws of this corporation.

RESOLVED FURTHER: That the Secretary of this corporation be, and he hereby is, authorized and directed to execute a certificate of the adoption of said bylaws and to inset said bylaws as so certified in the book of Minutes of this corporation, and to see that a copy of said bylaws, similarly certified, is kept at the principal office for the transaction of business of this corporation.

### ELECTION OF OFFICERS

The meeting then proceeded to the election of officers. The following were duly elected to the offices indicated after the name of each:

**Ron Norman**, President and Chief Executive Officer, also Chairman of the Board.

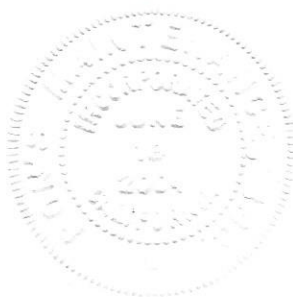
**Ron Norman**, Secretary

**Ron Norman**, Treasurer

Each officer so elected being present accepted his office, and thereafter, the President presided at the meeting as Chairman, and the Secretary acted as Secretary of the meeting.

### CORPORATE SEAL

The Secretary presented for approval of the meeting a proposed seal of the corporation, consisting of two concentric circles with the name of the corporation in the circle and the words and number in the of figures as follow:





## California Secretary of State Electronic Filing



### Corporation - Statement of Information No Change

Entity Name: RON'S MAINTENANCE, INC.

Entity (File) Number: C2616005

File Date: 04/01/2021

Entity Type: Corporation

Jurisdiction: CALIFORNIA

Document ID: GS17915

*There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.*

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Trina C. Norman

*Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) for online filings, searches, business records, and resources.*

Document ID: GS17915





# California Secretary of State

Business Programs Division

1500 11th Street, Sacramento, CA 95814

RON'S MAINTENANCE, INC.

PO BOX 4562

DOWNEY, CA 90241-1562

## Business Amendment Filing Approved

May 1, 2022

**Entity Name:** RON'S MAINTENANCE, INC.

**Entity Type:** Stock Corporation - CA - General

**Entity No.:** 2616005

**Document Type:** Statement of Information

**Document No.:** BA20220145200

**File Date:** 05/01/2022

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov) and enter the entity name or entity number in the Search module.

### What's Next?

The most up to date records may be obtained by searching for the Entity Name or Entity Number in the Search module at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).

For further assistance, contact us at (916) 657-5448 or visit [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



Thank you for using [bizfile California](http://bizfileOnline.sos.ca.gov), the California Secretary of State's business portal for online filings, searches, business records, and additional resources.



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State,  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20220145200

Date Filed: 5/1/2022

B0693-3057 05/01/2022 12:41 PM Received by California Secretary of State

<b>Entity Details</b>			
Corporation Name		RON'S MAINTENANCE, INC.	
Entity No.		2616005	
Formed In		CALIFORNIA	
Street Address of Principal Office of Corporation			
Principal Address		11542 HORLEY AVE DOWNEY, CA 90241	
Mailing Address of Corporation			
Mailing Address		PO BOX 4562 DOWNEY, CA 90241-1562	
Attention			
Street Address of California Office of Corporation			
Street Address of California Office		11542 HORLEY AVE DOWNEY, CA 90241	
<b>Officers</b>			
Officer Name	Officer Address	Position(s)	
RONNIE E NORMAN	PO BOX 4562 DOWNEY, CA 90241	Chief Executive Officer, Secretary, Chief Financial Officer	
<b>Additional Officers</b>			
Officer Name	Officer Address	Position	Stated Position
None Entered			
<b>Directors</b>			
Director Name		Director Address	
RONNIE E NORMAN		PO BOX 4562 DOWNEY, CA 90241	
The number of vacancies on Board of Directors is: 0			
<b>Agent for Service of Process</b>			
Agent Name		DEBRA C MEJIA EA	
Agent Address		149 PALOS VERDES BLVD SUITE A REDONDO BEACH, CA 90277	
<b>Type of Business</b>			
Type of Business		ENVIRONMENTAL CATCH BASIN MAIN	
<b>Email Notifications</b>			
Opt-in Email Notifications		Yes, I opt-in to receive entity notifications via email.	
<b>Labor Judgment</b>			
No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.			



Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Trina Norman

Signature

05/01/2022

Date

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## EXPERIENCE

RMI brings over 25 years of industry experience of successfully completing Catch Basin clean-out projects throughout all of Southern California. With our experienced, skilled staff and thoroughness, we take pride in providing top tier service. Our capabilities has led us to develop a great reputation throughout the industry as a reliable resource for all Catch Basin needs.

RMI will develop a project work plan identifying the street segments and catch basin locations to be inspected and cleaned. Our staff will visually inspect the catch basin and annotate the types and amount of man-made material (trash) and debris/green-waste in the catch basin. They will document the amounts of materials removed and if there were any signs of vectors/ rodents habitats. RMI staff will look for evidence of illegal dumping of hazardous waste such as used oil and paint in the catch basin(s). Should our crews encounter these materials, they will immediately notify the respective representative.

Catch Basin screen and filter repair will be visually inspected by our field representatives at the time of cleaning. Should a repair or replacement be needed, RMI will document the extent of damages and communicate them to the city representative prior to repair.

All waste and hazardous material captured in catch basins and infiltration basins will be properly disposed at an approved, licensed disposal site. RMI will furnish all labor, materials, equipment and incidentals necessary to complete the required work.

RMI will provide photographic documentation of inspection and cleaning activities. Photographs will be taken prior to and after cleaning, from the same vantage point. RMI will re-stencil catch basins with damaged or missing stencils. RMI will document catch basins that were re-stenciled.

RMI will document all the information from cleaning and will include the amount of waste and debris removed from each catch basin. This information along with site photographs will be provided to the county within 30days of inspection and cleaning activities.

The next page will list some of our current and past projects

**1.NAME OF REFERENCE:** County of Los Angeles  
**ADDRESS & PHONE:** 900 S Freemont Ave, 818-994-9964  
**CONTACT PERSON:** Aki Gadim, Head Construction Inspector  
**TYPE OF PROJECT:** Annual Catch Basin Cleaning and Inspection  
**CONTRACT AMOUNT:** \$545,000  
**DATE OF COMPLETION:** December 2021

**2.NAME OF REFERENCE:** Orange County  
**ADDRESS & PHONE:** 222 E. Bristol St, 714-448-2924  
**CONTACT PERSON:** Cesar Segura, Sr Maintenance Inspector  
**TYPE OF PROJECT:** Annual Catch Basin Cleaning and Inspection  
**CONTRACT AMOUNT:** \$400,000  
**DATE OF COMPLETION:** On-Going

**3.NAME OF REFERENCE:** City of Ventura  
**ADDRESS & PHONE:** 501 Poli St, Rom 204, 805-583-6424  
**CONTACT PERSON:** Chris Palmieri, Public Works Supervisor  
**TYPE OF PROJECT:** Annual Catch Basin Cleaning and Inspection  
**CONTRACT AMOUNT:** \$140,000  
**DATE OF COMPLETION:** December 2021

**4.NAME OF REFERENCE:** City of Redondo Beach  
**ADDRESS & PHONE:** 531 N. Gertruda Ave, 310-318-0686  
**CONTACT PERSON:** Jesse Reyes, Sr Management Analyst  
**TYPE OF PROJECT:** Annual Catch Basin Cleaning and Inspection  
**CONTRACT AMOUNT:** \$80,000  
**DATE OF COMPLETION:** On-Going

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The image shows the official seal of the Contractors State License Board (CSLB) of California. The seal is circular with a double border. The outer border contains the text "CONTRACTORS STATE LICENSE BOARD" at the top and "CALIFORNIA" at the bottom. The inner circle features a landscape with a sun, mountains, and a body of water. In the center of the seal is a shield containing a hammer and a wrench crossed at their handles.

## INSURANCE

**Refer to form PW-15**

## FORMS LIST

PW-1 Verification of Bid  
PW-2 Schedule of Prices  
PW-3 County of Los Angeles Contractor Employee Jury Service Program  
Application for Exception and Certification Form  
PW-4 Contractor's Industrial Safety Record  
PW-5 Conflict of Interest Certification  
PW-6 Bidder's Reference List  
PW-7 Bidder's Equal Employment Opportunity Certification  
PW-8 List of Subcontractors  
PW-9 Request for County's Preference Program Consideration and Community  
Business Enterprise Firm/Organization Information Form  
PW-10 GAIN and GROW Employment Commitment  
PW-11 Transmittal Form to Request a Solicitation Requirements Review (Submit  
Only If Requesting A Review.)  
PW-12 Charitable Contributions Certification  
PW-13 Bidder's List of Terminated Contracts  
PW-14 Bidder's Pending Litigations and Judgments  
PW-15 Bidder's Insurance Compliance Affirmation  
PW-16 Certification of Compliance with the County's Defaulted Property Tax  
Reduction Program  
PW-17 Zero Tolerance Human Trafficking Policy Certification  
PW-18 Compliance with Fair Chance Employment Hiring Practices Certification  
PW-19 Compliance with the Minimum Requirements  
PW-20 Bidder's Waste Collector Permit Compliance Affirmation  
PW-21 COVID-19 Vaccinations of County Contractor Personnel

**VERIFICATION OF BID**

<b>DATE: May 16 , 2022</b>		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. This Declaration is given in support of a Bid for a Contract with The County of Los Angeles. The Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Catch Basin Cleanout Services for Various Locations Throughout Los Angeles County			
<b>DECLARANT INFORMATION</b>			
3. Name Of declarant: Ronnie Norman			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Bidder(s). Ron's Maintenance Inc			
5. My Title, Capacity, Or Relationship to the Bidder(s) is: President			
<b>BIDDER INFORMATION</b>			
6. Bidder's full legal name: Ron's Maintenance Inc		Telephone No.: 213-359-3827	
Physical Address (NO P.O. BOX): 11542 Horley Ave Downey, CA 90241		Mobile No.: 213-359-3827	
e-mail: Ronsmaintenance@aol.com		Fax No.: 562-861-2418	
County WebVen No.: 512065	IRS No.: 20-1345634	Business License No.: 972124	
7. Bidder's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Bidder's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: Downey, CA		
	State of incorporation: California		Year incorporated: 2004
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this Bid as principals are the following:			
Name(s) <b>Ronnie Norman</b>	Title <b>President</b>	Phone <b>213-359-3827</b>	Fax <b>562-861-2418</b>
Street <b>11542 Horley Ave</b>	City <b>Downey</b>	State <b>California</b>	Zip <b>90241</b>
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Bidder acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this Bid based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Bidder or Authorized Agent: <i>Ronnie Norman</i>			Date: May 16, 2022
Type name and title: Ronnie Norman - President			Page 369 of 778

**FORM PW-2  
(WEST AREA B-WESTERN)**

**SCHEDULE OF PRICES FOR  
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR  
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY  
(BRC0000287)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **Any additional Catch Basin locations added to this Contract will be charged at the same unit prices reflected on this Form PW-2 (West Area B-Western), Schedule of Prices.**

**NOTE:**

1. All unit prices listed below shall include labor, equipment, materials, and traffic control unless otherwise indicated in Exhibit A, Scope of Work.
2. Public Works will reimburse all dumping fees plus a 10 percent handling charge upon receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site.
3. For work performed under Item B.7 below, Public Works will reimburse for rented vacuum trucks plus a 10 percent processing charge upon receipt of an invoice from the rental company. The Contractor will be reimbursed for Contractor owned vacuum trucks according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of bid submission and annually thereafter at the time of Contract renewal.
4. All unit prices shall include all requirements listed under Exhibit A, Scope of Work.

<u>Item</u> A.	<u>Description</u>	<u>Annual Frequency</u>	<u>Unit Price</u>	<u>Estimated # of Units</u>	<u>Annual Price</u> (Frequency X Unit Price X Estimated # of Units)
1.	Routine Dry Season Cleaning of all Catch Basins including all activities described in the Scope of Work, Exhibit A. Once per Dry Season.	1	\$ <u>28.00</u>	11,600	\$ <u>324,800</u>
2.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
3.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>



4.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
5.	Post Storm Cleaning of all Inserted Catch Basins as described in Exhibit A.	Unit Rate	\$ <u>12.00</u>	14,200 (7,100 catch basins x 2 storms)	\$ <u>170,400.00</u>
6.	Stenciling of the "No Dumping, This Drains to the Ocean" logo on each catch basin during the Dry Season.	Unit Rate	\$ <u>6.00</u>	3,900	\$ <u>23,400.00</u>
TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6					\$ <u>594,200.00</u>
Item	Description	Annual Frequency	Unit Rate	Estimated # of Units	Annual Price (Unit Rate X Estimated # of Units)
B.					
<b>AS-NEEDED SERVICES</b>					
7.	Emergency Catch Basins Cleaning as described in Exhibit A.	Unit Rate	\$ <u>10.00</u>	500	\$ <u>5,000.00</u>
8.	Monitor and Measuring of Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
9.	Waste Characterization of Collected Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
10.	Digital Photographs as described in Exhibit A.	Unit Rate	\$ <u>1.50</u>	28,500	\$ <u>42,750.00</u>
TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10					\$ <u>48,950.00</u>

TOTAL PROPOSED ANNUAL PRICE (TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 + TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10)					\$ <u>643,150.00</u>
---	--	--	--	--	----------------------

LEGAL NAME OF BIDDER <i>Ron's Maintenance Inc</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID <i>Ronnie</i>		
TITLE OF AUTHORIZED PERSON <i>President</i>		
DATE <i>May 14, 2022</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>972124</i>	LICENSE TYPE <i>CU1/063</i>
BIDDER'S ADDRESS: <i>11542 Horley Ave Downey, CA 90241</i>		
PHONE <i>213-359-3827</i>	FACSIMILE <i>562-841-2418</i>	E-MAIL <i>Ronsmaintenance@aol.com</i>

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Bidder is excepted from the Program.

Company Name: Ron's Maintenance Inc		
Company Address: 11542 Horley Ave		
City: Downey	State: CA	Zip Code: 90241
Telephone Number: 213-359-3827		
(Type of Goods or Services): Catch Basin / Storm Drain Maintenance		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name:  Ronnie Norman	Title:  President
Signature: <i>Ronnie Norman</i>	Date: May 16, 2022

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD**PROPOSED CONTRACT FOR: Catch Basin Cleanout Services for various locations throughout Los Angeles CountySERVICE BY BIDDER: Ron's Maintenance IncBID DATE: May 16, 2022

This information must include all work undertaken in the State of California by the Bidder and any partnership, joint venture, or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of Bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual Bidder. The Bidder may attach any additional information or explanation of date which the Bidder would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2017	2018	2019	2020	2021	Total	Current Year to Date
1. Number of contracts.	21	21	24	23	25	114	22
2. Total dollar amount of Contracts (in thousands of dollars).	\$1,650,000	\$1,820,000	\$2,100,000	\$1,980,650	\$2,630,000	\$10,180,650	\$1,450,000
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Ron's Maintenance Inc  
Name of Bidder or Authorized Agent (print)

*Ronnie Norman*  
Signature

May 16, 2022  
Date

## FORM PW-5

## CONFLICT OF INTEREST CERTIFICATION

I, Ronnie Norman

- ☐ sole owner  
☐ general partner  
☐ managing member  
☒ President, Secretary, or other proper title) President

of Ron's Maintenance Inc  
 Name of Bidder

make this certification in support of a Bid for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

**Contracts Prohibited.**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any Bids submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Ronnie Norman Date May 16, 2022

**BIDDER'S REFERENCE LIST****BIDDER NAME:** Ron's Maintenance Inc**PROPOSED CONTRACT FOR:** Catch Basin Cleanout services for various locations throughout Southern California

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Bidder during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES****All contracts with the County during the previous three years must be listed.**

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2019
DEPT/ DISTRICT: LA County Public Works	
CONTACT: Akbar Gadim	
TELEPHONE: 818-994-9964	
FAX: 818-786-0978	
E-MAIL: agadium@ladpw.org	

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2020
DEPT/DISTRICT: LA County Public Works	
CONTACT: Akbar Gadim	
TELEPHONE: 818-994-9964	
FAX: 818-786-0978	
E-MAIL: agadium@ladpw.org	

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2021
DEPT/ DISTRICT: LA County Public Works	
CONTACT: Akbar Gadim	
TELEPHONE: 818-994-9964	
FAX: 818-786-0978	
E-MAIL: agadium@ladpw.org	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2019
AGENCY/ FIRM: County of Orange	
ADDRESS: 2301 N Glassel St, 2nd Floor	
CONTACT: Caesar Segura	
TELEPHONE: 714-955-0328	
FAX:	
E-MAIL: Ceasar.Segura@ocpw.ocgov.com	

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2020
AGENCY/ FIRM: County of Orange	
ADDRESS: 2301 N Glassel St, 2nd Floor	
CONTACT: Caesar Segura	
TELEPHONE: 714-955-0328	
FAX:	
E-MAIL: Ceasar.Segura@ocpw.ocgov.com	

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2021
AGENCY/ FIRM: County of Orange	
ADDRESS: 2301 N Glassel St, 2nd Floor	
CONTACT: Caesar Segura	
TELEPHONE: 714-955-0328	
FAX:	
E-MAIL: Ceasar.Segura@ocpw.ocgov.com	

SERVICE: Catch Basin Cleanout	SERVICE DATES: 2021
AGENCY/ FIRM: City of South Gate	
ADDRESS: 4244 Santa Ana Street	
CONTACT: David Torres	
TELEPHONE: 323-563-5784	
FAX: 323-216-9524	
E-MAIL: dtorres@sogate.org	

## FORM PW-7

## BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder's Name     Ron's Maintenance Inc
Address     11542 Horley Ave Downey, CA 90241
Internal Revenue Service Employer Identification Number     20-1345634

In accordance with Los Angeles County Code, Section 4.32.010, the Bidder certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

1.	The Bidder has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
2.	The Bidder periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
3.	The Bidder has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
4.	Where problem areas are identified in employment practices, the Bidder has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Bidder     Ron's Maintenance Inc	
Authorized representative     Ronnie Norman	
Signature <i>Ronnie Norman</i>	Date     May 16, 2022

## FORM PW-8

**LIST OF SUBCONTRACTORS**

Bidder is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.



Bidder in providing the requested services will not utilize Subcontractors. Bidder will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
Subcontractors are not allowed!			

**FORM PW-8**

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and attach a copy of the proof of certification. All Subcontractors listed in the Proposal/Bid shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5	<b>Subcontractors are not allowed!</b>						
6							
7							
8							
9							
10							

Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date
Ronnie Norman	<i>Ronnie Norman</i>	President	May 16, 2022



**FORM PW-8****COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM**

Contractors are required to indicate their good faith effort in Community Business Enterprises (CBE) participation by indicating on this form their proposed involvement on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Bid submittal.

**LIST OF CBE PARTICIPATION**

The following is a list of certified CBE Subcontractors that the Bidder elects to list as a Subcontractor to perform a portion or portions of this work and known suppliers from whom Bidder proposes to procure materials and/or equipment for the work.

<u>NAME/ADDRESS</u>	<u>TYPE OF WORK OR PRODUCT</u>	<u>INDICATE MBE/ WBE/DBE OR DVBE</u>	<u>PERCENTAGE OF BASE PRICE BID</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Subcontractors are not allowed!**

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**FORM PW-9**

**County of Los Angeles**  
**Request for County's Preference Program Consideration and**  
**Community Business Enterprises Firm/Organization Information Form**

- I. INSTRUCTIONS:** Businesses requesting preference consideration must complete and return this form for proper consideration of the Bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

**I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.**

☒ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☒ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☒ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☒ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; **and**
- ☐ Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

- ☐ **DCBA certification is attached.**

Name of Firm: Ron's Maintenance Inc		County WebVen No.: 512065	
Print Name: Ronnie Norman		Title: President	
Signature: <i>Ronnie Norman</i>		Date: May 16, 2022	
<b>Reviewer's Signature</b>	<b>Approved</b>	<b>Disapproved</b>	<b>Date</b>

**All Bidders responding to the Invitation for Bids must complete and return this form for proper consideration of the Bid.**

Firm Name: Ron's Maintenance Inc
My County (WebVen) Vendor Number: 512065

- II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 26						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1				1	2
Hispanic/Latino			2		20	
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

- IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged, or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Bid are made, the Bid may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>Ronnie Norman</i>	Title: President	Date: May 16, 2022
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**GAIN and GROW EMPLOYMENT COMMITMENT**

As a threshold requirement for consideration for contract award, Bidder shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [BSERVICES@wdacs.lacounty.gov](mailto:BSERVICES@wdacs.lacounty.gov).

**Bidders unable to meet this requirement shall not be considered for contract award.**

Bidder shall complete all of the following information, sign where indicated below, and return this form with their Bid.

A. Bidder has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES (subject to verification by County) ✓ NO

B. Bidder is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder is willing to interview qualified GAIN/GROW participants.

✓ YES \_\_\_\_\_ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO ✓ N/A (Program not available)

Signature <i>Ronnie Norman</i>	Title President
Firm Name Ron's Maintenance Inc	Date May 16, 2022

## TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***Bidders requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document***

Bidder Name: Ron's Maintenance Inc	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Bidder must explain in detail the factual reasons for the requested review.  
*(Attach supporting documentation)*

Request submitted by:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Title)*

### ***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

## FORM PW-12

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Ron's Maintenance Inc

Company Name

11542 Horley Ave Downey, CA 90241

Address

20-1345634

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company**

- ☒ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

*Ronnie Norman*

Signature

May 16, 2022

Date

Ronnie Norman - President

Name and Title (please type or print)

## FORM PW-13

## BIDDER'S LIST OF TERMINATED CONTRACTS

BIDDER'S NAME: Ron's Maintenance Inc

Bidder has not had any contracts terminated in the past three years.

Bidder must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Bidder or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE Ronnie NormanDATE: May 16, 2022

## FORM PW-14

**BIDDER'S PENDING LITIGATIONS AND JUDGMENTS**Bidder's Name: Ron's Maintenance Inc

- ☒ Bidder and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of Bid submission.

Bidder and/or principals of the Bidder must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of Bid submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Bidder; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Bidder; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: \_\_\_\_\_
3. Case Number: \_\_\_\_\_
4. Court of Jurisdiction: \_\_\_\_\_
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder: Ronnie Norman Date: May 16, 2022



FORM PW-15

**CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY (BRC0000287)****BIDDER'S INSURANCE COMPLIANCE AFFIRMATION**

Ron's Maintenance Inc

Bidder's Name

11542 Horley Ave Downey, CA 90241

Address

- ☒ If awarded the contract: Bidder will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Bids, and Bidder will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your Bid will be determined nonresponsive and your Bid will be disqualified. Bidder will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Bids, and Bidder will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Bidder: Ronnie Norman Date: May 16, 2022

## FORM PW-16

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Bidder certifies that:



It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code, Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code, Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**-OR-**



I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code, Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Ronnie Norman	Title: President
Signature: <i>Ronnie Norman</i>	Date: May 16, 2022

**FORM PW-17****ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION**

Company Name: Ron's Maintenance Inc		
Company Address: 11542 Horley Ave		
City: Downey	State: CA	Zip Code: 90241
Telephone Number: 213-359-3827	E-Mail Address: Ronsmaintenance@aol.com	
Solicitation/Contract for <u>Catch Basin Cleanout Services for Various Cities Throughout Los Angeles County</u> Services		

**BIDDER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Bidder acknowledges and certifies compliance with Exhibit B, Section 1.00, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that Bidder or a member of his staff performing work under the proposed Contract will be in compliance. Bidder further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any Bid, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Ronnie Norman	Title President
Signature: <i>Ronnie Norman</i>	Date: May 16, 2022

**FORM PW-18****COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION**

Company Name: Ron's Maintenance Inc		
Company Address: 11542 Horley Ave		
City: Downey	State: CA	Zip Code: 90241
Telephone Number: 213-359-3827	E-Mail Address: Ronsmaintenance@aol.com	
Solicitation/Contract for <u>Catch Basin Cleanout Services for Various Cities Throughout Los Angeles County</u> Services		

**BIDDER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Bidder/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that Bidder/contractor and staff performing work under the Contract will be in compliance. Bidder/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any Bid, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name: Ronnie Norman	Title President
Signature: <i>Ronnie Norman</i>	Date: May 16, 2022

**ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS  
THROUGHOUT LOS ANGELES COUNTY  
(BRC0000287)**

**MINIMUM REQUIREMENTS AFFIRMATION**

**BIDDER MUST CHECK A BOX IN EVERY SECTION**

**Important Note:** The information on this form is subject to verification.

Completing this form by itself without including detailed narrative in your bid's experience section to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Bid, may subject your Bid to disqualification or other actions at the sole discretion of the County.

**At the time of bid submission, Bidder must meet the following minimum requirements:**

- Bidder or its managing employee(s) must have a minimum of two years of experience cleaning catch basins including trash and debris capturing devices, similar to the type of catch basin inserts to be maintained as outlined in Exhibit A, Scope of Work.

☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your bid to validate this minimum mandatory requirements.

Bidder's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)*
Ron's Maintenance	7-1-1994 to present	Catch Basin Cleaning	13-14

\*List the page number in the bid containing the bidder's experience.

**OR**

Bidder's managing employee(s) must have a minimum of two years of experience cleaning catch basins including trash and debris capturing devices, similar to the type of catch basin inserts to be maintained as outlined in Exhibit A, Scope of Work.

- ☐ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your bid to validate this minimum mandatory requirement.

Managing Employee's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)*

\*List the page number in the bid containing the management's experience.

- ☐ No. Bidder or its managing employee does not meet the experience requirement stated above.

2. Bidder's onsite supervisor must have at least one year of experience cleaning and maintaining catch basins including trash and debris capturing devices, similar to the type of catch basin inserts to be maintained as outlined in Exhibit A, Scope of Work.

- ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your bid to validate this minimum mandatory requirement.

Bidder's Onsite Supervisor Name(s)	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number(s)*
Mario Gudino	07/1998 to present	Catch Basin Cleanout,	13-14
Martin Nava	07/1999 to present	Catch Basin Cleanout,	13-14
Christian Gil	07/2004 to present	Catch Basin Cleanout,	13-14

\*List the page number in the bid containing the bidder's experience.

- ☐ No. Bidder's onsite supervisor does not meet the experience requirement stated above.

I declare under penalty of perjury that the above information is true and accurate.

Bidder's Name: Ron's Maintenance Inc

Authorized Representative Name: Ronnie Norman

Signature: *Ronnie Norman*

Date: May 16, 2022

P:\aepub\Service Contracts\CONTRACT\Jairo\CATCH BASIN\2021 IFB\IFB\IPW-19.1 - Minimum Requirement.doc

## FORM PW-20

**ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS  
THROUGHOUT LOS ANGELES COUNTY  
(BRC0000287)**

**BIDDER'S WASTE COLLECTOR PERMIT COMPLIANCE AFFIRMATION**

Ron's Maintenance Inc

Bidder's Name

11542 Horley Ave Downey, CA 90241

Address

- ☒ Prior to award of this contract, bidder will provide Department of Public Works a copy of its valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH).
- ☐ Prior to award of this contract, bidder will not provide Department of Public Works a copy of its valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). If you check this box, your bid will be immediately disqualified as non-responsive.

Print Name: Ronnie Norman	Title: President
Signature: <i>Ronnie Norman</i>	Date: May 16, 2022



**COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE**

**Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)**

I, Ronnie Norman, on behalf of Ron's Maintenance,  
 (the "Contractor"), certify that on County Contract  
CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY (BRC000287):

- ☒ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are

[LIST ALL CONTRACTOR PERSONNEL]:

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**I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.**

Company/Contractor Name: <u>Ron's Maintenance Inc</u>	
Print Name: <u>Ronnie Norman</u>	Title <u>President</u>
Signature: <u>Ronnie Norman</u>	Date: <u>May 16, 2022</u>



## **COUNTY OF LOS ANGELES**

### ***Policy on Doing Business With Small Business***

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

#### **WE RECOGNIZE...**

##### **The importance of small business to the County:**

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

##### **The County can play a positive role in helping small business grow:**

- As a multibillion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the Proposal/Bid process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

#### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate, and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

## **Listing of Contractors Debarred in Los Angeles County**

**List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:**

**<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>**

**FORM PW-2  
(WEST AREA B-WESTERN)**

**SCHEDULE OF PRICES FOR  
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR  
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY  
(BRC0000287)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **Any additional Catch Basin locations added to this Contract will be charged at the same unit prices reflected on this Form PW-2 (West Area B-Western), Schedule of Prices.**

**NOTE:**

1. All unit prices listed below shall include labor, equipment, materials, and traffic control unless otherwise indicated in Exhibit A, Scope of Work.
2. Public Works will reimburse all dumping fees plus a 10 percent handling charge upon receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site.
3. For work performed under Item B.7 below, Public Works will reimburse for rented vacuum trucks plus a 10 percent processing charge upon receipt of an invoice from the rental company. The Contractor will be reimbursed for Contractor owned vacuum trucks according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of bid submission and annually thereafter at the time of Contract renewal.
4. All unit prices shall include all requirements listed under Exhibit A, Scope of Work.

<u>Item</u> <b>A.</b>	<u>Description</u>	<u>Annual Frequency</u>	<u>Unit Price</u>	<u>Estimated # of Units</u>	<u>Annual Price (Frequency X Unit Price X Estimated # of Units)</u>
1.	Routine Dry Season Cleaning of all Catch Basins including all activities described in the Scope of Work, Exhibit A. Once per Dry Season.	1	\$ <u>28.00</u>	11,600	\$ <u>324,800</u>
2.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
3.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>

4.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
5.	Post Storm Cleaning of all Inserted Catch Basins as described in Exhibit A.	Unit Rate	\$ <u>12.00</u>	14,200 (7,100 catch basins x 2 storms)	\$ <u>170,400.00</u>
6.	Stenciling of the "No Dumping, This Drains to the Ocean" logo on each catch basin during the Dry Season.	Unit Rate	\$ <u>6.00</u>	3,900	\$ <u>23,400.00</u>
TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6					\$ <u>594,200.00</u>
Item	Description	Annual Frequency	Unit Rate	Estimated # of Units	Annual Price (Unit Rate X Estimated # of Units)
B.					
<b>AS-NEEDED SERVICES</b>					
7.	Emergency Catch Basins Cleaning as described in Exhibit A.	Unit Rate	\$ <u>10.00</u>	500	\$ <u>5,000.00</u>
8.	Monitor and Measuring of Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
9.	Waste Characterization of Collected Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
10.	Digital Photographs as described in Exhibit A.	Unit Rate	\$ <u>1.50</u>	28,500	\$ <u>42,750.00</u>
TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10					\$ <u>48,950.00</u>

TOTAL PROPOSED ANNUAL PRICE (TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 + TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10)					\$ <u>643,150.00</u>
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LEGAL NAME OF BIDDER <i>Ron's Maintenance Inc</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID <i>Ronnie</i>		
TITLE OF AUTHORIZED PERSON <i>President</i>		
DATE <i>May 14, 2022</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>972124</i>	LICENSE TYPE <i>CU1/063</i>
BIDDER'S ADDRESS: <i>11542 Horley Ave Downey, CA 90241</i>		
PHONE <i>213-359-3827</i>	FACSIMILE <i>562-841-2418</i>	E-MAIL <i>Ronsmaintenance@aol.com</i>





**Ron's Maintenance, Inc.**  
P.O. Box 4562, Downey, California, 90241  
Email: [Ronsmaintenance@aol.com](mailto:Ronsmaintenance@aol.com)  
Cell: 213-359-3827 Office: 562-861-2430

January 6, 2023

Kenneth Jones, MPA  
City of San Fernando  
117 Macneil St  
San Fernando, CA 91340

Hi Kenneth:

Ron's Maintenance Inc. (RMI) authorizes the City of San Fernando to "piggyback" off RMI's ON-CALL CATCH BASINS CLEANOUT SERVICES contract (No. 003632) with the Los Angeles Flood Control District. RMI will perform cleaning and inspection services on the 307 Catch Basins within the City of San Fernando for the price of \$28.00/per catch basin as shown in the Schedule of Prices (Form PW-2) within Contract No. 003632. As required by NPDES permit, catch basins will be cleaned and inspected four (4) times per year; once during the dry season and three (3) times during the wet season.

The above pricing will be honored for the duration of the contract and will include any contract extensions. If you have any questions or need additional information, please feel free to contact me directly at (213) 359-3827

Sincerely,

*Ronnie Norman*

Ron Norman, President

**From:** [Pamela Manning](#)  
**To:** [Kenneth Jones](#)  
**Cc:** [Mark Manning](#)  
**Subject:** Re: Piggybacking Question  
**Date:** Monday, January 30, 2023 9:08:55 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

**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.

Kenneth it was good to speak with you on Friday. It is safe to say that a city can approach any vendor that LA County has established contracts with and pursue securing the same terms with that vendor.

To be clear, I would need clarification between city attorney and county council on what our mutual understanding of “piggy back” entails.

As not to delay your process but to give you more resource to intel, I’m including our Internal Services Dept. Which has the expertise in all matters purchasing. (No relation, just a smart guy)

Best Pamela

Pamela Manning, Sr.Business Liaison  
Community Services Group  
LA County Public Works

On Jan 30, 2023, at 9:01 AM, Kenneth Jones <KJones@sfcity.org> wrote:

**CAUTION:** External Email. Proceed Responsibly.

Good Morning Ms. Manning-

I am following up on my email below. Per our conversation last Friday, will you please respond to my email confirming? I need email as backup for my staff report which I have to submit today.

Thank you  
Kenneth

---

**From:** Kenneth Jones  
**Sent:** Friday, January 27, 2023 2:48 PM  
**To:** PManning@dpw.lacounty.gov

**Subject:** Piggybacking Question

Hello Ms. Manning-

It was a pleasure speaking with you today.

Again, my question to you is:

Does a City need to obtain permission from LACDPW in order to piggyback off a formally procured LACDPW contract for a specific service? In my case, the City of San Fernando wants to piggyback off Contract No. 003632

BY AND BETWEEN LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND

RON'S MAINTENANCE, INC.

FOR ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS  
THROUGHOUT LOS ANGELES COUNTY (BRC0000287) WEST AREA B – WESTERN

Will you please provide guidance on this matter? I plan on taking award of contract for Ron's Maintenance services to City Council on February 6<sup>th</sup>. So need to confirm if LACDPW allows piggybacking.

Thank You and have a great weekend.

**Kenneth Jones, MPA**

*Management Analyst*



117 Macneil St | San Fernando, CA 91340  
Tel (818) 898-1240 | Fax (818) 361-6728  
[kjones@sfcity.org](mailto:kjones@sfcity.org) | [www.sfcity.org](http://www.sfcity.org)

**STAY CONNECTED SAN FERNANDO!**



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MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

October 04, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

39 October 4, 2022

A handwritten signature in black ink, appearing to read "Celia Zavala".

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICE CONTRACTS FOR  
ON-CALL CATCH BASINS CLEANOUT SERVICES  
FOR VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award seven separate on-call catch basins cleanout service contracts: three service contracts to Clean Environmental, Inc.; two service contracts to J & G Maintenance Service, Inc.; and two service contracts to Ron's Maintenance, Inc., for various locations throughout Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities maintained by Public Works.
2. Award seven service contracts for on-call catch basins cleanout services for an initial term of one year each with three one-year renewal options and a month to month extension up to 6 months (for a maximum potential contract term of 54 months) as follows: three contracts to Clean Environmental, Inc., a Local Small Business Enterprise, for East Area A – Western for an annual contract sum of \$1,134,390, for East Area B – Eastern for an annual contract sum of \$685,390, and for West Area A – Eastern for an annual contract sum of \$836,440; two contracts to J & G Maintenance Service,

The Honorable Board of Supervisors

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Inc., a Local Small Business Enterprise, for South Area A – Western for an annual contract sum of \$920,090, and for South Area B – Central for an annual contract sum of \$970,700; and two contracts to Ron's Maintenance, Inc., a Local Small Business Enterprise, for South Area C – Eastern for an annual contract sum of \$893,950, and West Area B – Western for an annual contract sum of \$804,150.

3. Delegate authority to the Chief Engineer of Los Angeles County Flood Control District or his designee to execute the contracts, administer the contracts, exercise any or all of the options to extend any or all of the contracts if the Chief Engineer or his designee determines that there is continued demand for the services and that Clean Environmental, Inc.; J & G Maintenance Services, Inc.; and Ron's Maintenance, Inc., satisfactorily performed the contract work during the prior contract period(s), approve and execute amendments to the contracts to incorporate necessary changes within the scope of work, and suspend work if the Chief Engineer or his designee determines that doing so would be in the best interest of the Los Angeles County Flood Control District.

4. Delegate authority to the Chief Engineer of Los Angeles County Flood Control District or his designee to increase the annual contract sums by up to an additional 10 percent for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that the contract work is categorically exempt from the California Environmental Quality Act (CEQA) and allow Public Works to enter into seven service contracts to remove trash and debris from the catch basins and inserts and to perform emergency catch basin cleaning at various locations throughout Los Angeles County. The contractors' services under these contracts will benefit the Flood Control District (District), the unincorporated County areas, and the cities that have requested these services. Cleaning service work is anticipated to be performed on approximately 92,300 catch basins.

The District will offer these contract services to cities that have executed agreements to install inserts in District catch basins. The District may also enter into agreements with cities to clean city-owned catch basins. Board approval of the recommended contract awards and the subsequent execution of the contracts will ensure the timely completion of these cleaning services.

#### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County and Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to maintain public infrastructure assets..

## **FISCAL IMPACT/FINANCING**

Funding for the first year of these services is included in the District's Fiscal Year 2022-23 Budget (B07). Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

The County will reimburse the District for cleaning costs incurred under the terms of all seven contracts for 6,857 catch basin inserts installed in the unincorporated County areas using the funds available in the Public Works General Fund (A01 – Services and Supplies) Fiscal Year 2022-23 Budget under the Unincorporated Area Stormwater Budget. The total estimated cost to the County for the initial terms of these contracts, including contingency, is \$800,000. Funding for subsequent contract years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process for both the Public Works General Fund and the District, which is subject to Board approval.

The contract for East Area A – Western is at an annual sum of \$1,134,390, which includes \$227,000 for disposal costs; the contract for East Area B – Eastern is at an annual sum of \$685,390, which includes \$137,000 for disposal costs; the contract for South Area A – Western is at an annual sum of \$920,090, which includes \$184,000 for disposal costs; the contract for South Area B – Central is at an annual sum of \$970,700, which includes \$194,000 for disposal costs; the contract for South Area C – Eastern is at an annual sum of \$893,950, which includes \$179,000 for disposal costs; the contract for West Area A – Eastern is at an annual sum of \$836,440 which includes \$167,000 for disposal costs; and the contract for West Area B – Western is at an annual sum of \$804,150 which includes \$161,000 for disposal costs. In addition to these annual amounts, the maximum potential contract sum for each contract includes a 10 percent contingency for unforeseen additional work within the scope of contracts and cost-of-living adjustments in accordance with these contracts. The maximum amounts for each contract, including the 10 percent contingency for unforeseen additional work and the cost of living adjustment, for the initial term plus all potential optional extension periods, are as follows: \$5,615,231 for East Area A – Western, \$3,392,681 for East Area B – Eastern, \$4,554,446 for South Area A – Western, \$4,804,965 for South Area B – Central, \$4,425,053 for South Area C – Eastern, \$4,140,378 for West Area A – Eastern, and \$3,980,543 for West Area B – Western. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. Total annual expenditures for these services; however, will not exceed the maximum potential contract sum for each contract approved by the Board. The contract amounts based on unit prices quoted by the contractors and our estimated annual utilization of the contractors' services.

Participating cities may also enter into agreements with the District to provide catch basins cleanout services within the cities. Cities will be required to reimburse the District according to the rates established by the contracts with Clean Environmental, Inc.; J & G Maintenance Services, Inc.; and Ron's Maintenance, Inc.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractors are Clean Environmental, Inc., located in Los Angeles, California; J & G Maintenance Services, Inc., located in Downey, California; and Ron's Maintenance, Inc., located in Downey, California. All three contractors are certified by the County of Los Angeles as Local Small

The Honorable Board of Supervisors

10/4/2022

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Business Enterprises (LSBEs). These contracts will be for a term of 1 year commencing upon the Board's approval and execution by both parties, whichever occurs last, with three 1 year renewal options and a month to month extension up to 6 months for a maximum potential contract term of 54 months.

A standard service contract, in the form previously approved by County Counsel, will be used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. Enclosure A reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Living Wage Program (County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an on-call basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

These contracts include a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost of Living Adjustments.

### **ENVIRONMENTAL DOCUMENTATION**

These services are exempt from the California Environmental Quality Act (CEQA) because they are within a class of projects that has been determined not to have the potential to cause a significant effect on the environment, which meets the criteria set forth in Section 15301(c) of the State CEQA Guidelines and Class 1, subsection (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

Since the contract work involves cleanout of existing catch basins, it is anticipated that there would be no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the activity.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website pursuant to Section 21092.2.

### **CONTRACTING PROCESS**

On April 13, 2022, a notice of the Invitation for Bids (IFB) was placed on the County's "Doing Business with the County" website (Enclosure B), "Doing Business with Public Works" website, Twitter. In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,658 LSBEs; 189 Social Enterprises; 192 Disabled Veteran Business Enterprises; 889 Community Business Enterprises; and 59 independent contractors, various business development centers, and municipalities about this business opportunity.

The Honorable Board of Supervisors

10/4/2022

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On May 18, 2022, 3 bids were received for East Area A – Western, 4 bids were received for East Area B – Eastern, 3 bids were received for South Area A – Western, 3 bids were received for South Area B – Central, 4 bids were received for South Area C – Eastern, 2 bids were received for West Area A – Eastern, and 3 bids were received for West Area B - Western. Bids were first reviewed to ensure they met the minimum mandatory requirements in the IFB. All bids met the minimum mandatory requirements as outlined in the IFB. It is recommended that these contracts be awarded to the apparent responsible contractors with the lowest responsive bids: Clean Environmental, Inc., for East Area A – Western, East Area B – Eastern and West Area A – Eastern; J & G Maintenance Services, Inc., for South Area A – Western, and South Area B – Central; and Ron's Maintenance, Inc., for South Area C – Eastern and West Area B – Western.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

These services will have a positive impact by cleaning catch basins and preventing trash and debris from entering downstream receiving waters via the storm drain system.

### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Stormwater Maintenance Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:JG:sl

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Mark Yanai)  
Executive Office

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY**

**SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>LGBTQQ</b>
1	Clean Environmental, Inc.	✓	N/A	N/A	N/A
2	J & G Maintenance Services, Inc.	✓	N/A	N/A	N/A
	<b>Medium-Sized Business Category Proposer Name</b>				
3	Ron's Maintenance, Inc.	✓	N/A	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>				
4	None	N/A	N/A	N/A	N/A

**NON-SELECTED FIRMS**

	<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>LGBTQQ</b>
5	None	N/A	N/A	N/A	N/A
	<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>LGBTQQ</b>
6	United Storm Water, Inc.	N/A	✓	N/A	N/A
	<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>LGBTQQ</b>
7	None	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposals. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY**

<b>FIRM INFORMATION*</b>	Clean Environmental, Inc.	J & G Maintenance Services, Inc.	Ron's Maintenance, Inc.	United Storm Water, Inc.	
<b>BUSINESS STRUCTURE</b>	Corporation	Corporation	Corporation	Corporation	
<b>CULTURAL/ETHNIC COMPOSITION</b>	<b>NUMBER/% OF OWNERSHIP</b>				
<b>OWNERS/PARTNERS</b>	Black/African American	0	0	1/100%	0
	Hispanic/Latino	1/100%	2/100%	0	2/100%
	Asian or Pacific Islander	0	0	0	0
	American Indian	0	0	0	0
	Filipino	0	0	0	0
	White	0	0	0	0
	<i>Female (included above)</i>	0	0	0	2
	<b>NUMBER</b>				
<b>MANAGER</b>	Black/African American	0	0	0	0
	Hispanic/Latino	0	2	2	3
	Asian or Pacific Islander	0	0	0	0
	American Indian	0	0	0	0
	Filipino	0	0	0	0
	White	1	0	0	0
	<i>Female (included above)</i>	0	1	0	0
<b>STAFF</b>	Black/African American	1	0	3	0
	Hispanic/Latino	7	17	20	27
	Asian or Pacific Islander	0	0	0	0
	American Indian	0	0	0	0
	Filipino	0	0	0	0
	White	0	0	0	0
	<i>Female (included above)</i>	1	3	2	4
Total No. of Employees		10	21	26	32
<b>COUNTY CERTIFICATION</b>					
CBE	N	N	N	N	
LSBE	Y	Y	Y	N	
<b>OTHER CERTIFYING AGENCY</b>	N/A	N/A	N/A	City of Los Angeles	

Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.


[lacounty.gov](http://lacounty.gov)
[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin\)](#) / [Open Solicitations \(/LACoBids/Admin/BidList\)](#) / [Detail](#)

## [+](#) Solicitation Detail

<b>Solicitation Number:</b>	BRC0000287		
<b>Title:</b>	On-Call Catch Basins Cleanout Services for various locations throughout Los Angeles County (BRC0000287)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$4,338,000.00
<b>Commodity:</b>	BODIES & EQUIPMENT-AUTOMOTIVE- SEWER/CATCH BASIN CLEANING		
<b>Description:</b>	PLEASE TAKE NOTICE that Public Works invites bid submissions for the On-Call Catch Basins Cleanout Services for various loca... <a href="#">More</a>		
<b>Open Day:</b>	4/18/2022	<b>Close Date:</b>	5/4/2022 5:30:00 PM
<b>Contact Name:</b>	Jairo Flores	<b>Contact Phone:</b>	(626) 458-4069
<b>Contact Email:</b>	JFlores@dpw.lacounty.gov		
<b>Last Changed On:</b>	4/18/2022 11:55:17 AM		
<b>Attachment File (0) :</b>	<a href="#">+</a> Click here to download attachment files.		

[Update \(/LACoBids/Admin/UpdateBid/NTM1MjY3NDE4MjI5\)](#)

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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works  
Ruby Cornejo, Management Intern

**Date:** February 6, 2023

**Subject:** Consideration to Approve a Professional Services Agreement with EdgeSoft Incorporated

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Service Agreement with Edgesoft Incorporated (Edgesoft) (Attachment "A" – Contract No. 2137) for Public Works, Online Permit Counter Implementation in an amount not-to-exceed \$27,500;
- b. Authorize the City Manager to execute the Agreement and make any non-substantive changes.

### BACKGROUND:

1. On March 1, 2021, City Council approved Professional Services Agreement No. 1979 (Attachment "B") with Edgesoft for the installation of an Online Permit Counter and eGov Land Management Software.
2. On October 7, 2022, Public Works Staff met with Edgesoft to discuss implementing online permitting capabilities and payment for residents and businesses.
3. On November 7, 2022, Edgesoft submitted a proposal for \$27,500 (Exhibit "A" to Attachment "A") for the implementation of a Public Works – Online Permit Counter to allow the public online access to Public Works related services.

## Consideration to Approve a Professional Services Agreement with EdgeSoft Incorporated

Page 2 of 3

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### ANALYSIS:

In 2007, Edgesoft launched the City's Enterprise Land Management System (eLMST) Software. This software serves as the backbone to the City's AIMS enterprise software, which supports both the Public Works (PW) and Community Development (CD) departments. The software provides the City with a centralized database for tracking and managing permits, in addition to, receiving work order and service request.

In 2020, the Community Development Department implemented Edgesoft's Online Permit Counter, which established a customer-facing online citizen access portal. The portal allowed customers to request building permits, submit planning applications, and pay for services via the City's website substantially reducing in-person requests.

The current version of the customer-facing online citizen access portal does not support customers requesting services from PW. With PW playing a critical role in the process of reviewing permits and planning applications that originate in CD, and recognizing the importance of City Council's Strategic Goal No. 1 for Fiscal Year-2027, which stands to increase the City's use of technology to work more efficiently, staff felt it would enhance customer service and access to expand online permitting services to the Public Works Department.

EdgeSoft and staff met on multiple occasions to develop a clear picture on why online access to PW services were needed and what services would be provided. It was determined that Edgesoft would expand the current software by configuring the established Citizen Access Portal to enable customers to request and pay for PW specific services online. Additionally, PW's online portal will have a bilingual option for the Spanish-speaking members of our community.

#### Benefits of PW's Online Citizen Access Portal.

- Reduces foot traffic at City Hall by giving online feature for Public works permits;
- Allows customers to submit applications for different types of permits;
- Provides customers status updates on submitted applications;
- Allows Customers to make service requests;
- Improves civic engagement; and
- Reduces the work load for the staff so they can focus on key initiatives.

#### Sole Source Purchases.

Per Section 2-801(b) of the City's Municipal code, "unique commodities or services that can be obtained from only one vendor...or which have specific compatibility components with existing city products are exempt from the competitive bidding requirements and are deemed sole source purchases." In the case of the Edgesoft software purchase, the ability of multiple departments having access to the same online permitting database is a unique service that requires compatibility for efficient and collaborative processing of development projects in the City.

**Consideration to Approve a Professional Services Agreement with EdgeSoft Incorporated**Page 3 of 3

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**BUDGET IMPACT:**

Funds to cover the \$27,500 for implementing the PW specific Online Citizen Access Portal and one year of software maintenance service are appropriated in the Fiscal Year 2022-2023 approved budget. After the first year, annual maintenance will continue at \$250 per month.

The following is the breakdown of funding Sources:

Engineering and Admin	001-310-0000-4260	\$ 6,000
Street Maintenance	001-311-0000-4260	\$ 3,000
Water Administration	070-381-0000-4260	\$ 3,000
Water Production	070-384-0000-4260	\$ 5,500
Sewer Maintenance	072-360-0000-4260	\$ 7,000
Sewer Maintenance	072-360-0000-4260	\$ 3,000
<b>TOTAL</b>		<b>\$ 27,500</b>

**CONCLUSION:**

It is recommended that City Council approve Professional Services Agreement No. 2137 with EdgeSoft Incorporated for Public Works, Online Permit Counter Implementation and authorize the City Manager to execute the Amendments.

**ATTACHMENTS:**

- A. Contract No. 2137, including:  
Exhibit A: EdgeSoft Incorporated Proposal
- B. Contract No. 1979



2023

**PROFESSIONAL SERVICES AGREEMENT**

**Engagement: Public Works, Online Permit Counter Implementation  
(Parties: EdgeSoft Incorporated and City of San Fernando)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of February 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and EDGESOFT INCORPORATED, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

**RECITALS**

WHEREAS, CITY requires professional consulting services for Public Works Online Permit Counter Implementation; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of February 6, 2023 under Agenda Item No. [REDACTED].

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 WORK:**

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "SF PUBLIC WORKS PROPOSAL" dated OCTOBER 26, 2022 (hereinafter, the "CONSULTANT Proposal") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

**1.2 PROSECUTION OF WORK:**

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before APRIL 14, 2023 (the "Completion Date");
- B. 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;
- 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:** CONSULTANT shall perform the Work in accordance with "SCHEDULE OF COMPENSATION" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **TWENTY-SEVEN THOUSAND FIVE HUNDRED (\$27,500)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

**1.4 PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, 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 compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each

invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

**1.6 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## **II.**

### **PERFORMANCE OF AGREEMENT**

**2.1 CITY'S REPRESENTATIVE:** The CITY hereby designates KENNETH JONES (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

**2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates GAURAV GARG, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.



**2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

**2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

**2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: SHAN SUNDAR.

**2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an

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

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed

by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

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

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

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

- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **IV. INDEMNIFICATION**

- 4.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

- 4.4** The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5** CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6** CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7** This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## **V.**

### **TERMINATION**

- 5.1** **TERMINATION WITHOUT CAUSE:** CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15)

calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

## **5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.



In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

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

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

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

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

**5.3 SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

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

**VI.****MISCELLANEOUS PROVISIONS**

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

**CONSULTANT:**

EdgeSoft Incorporated  
1600 Rosecrans Ave  
Media Center, 4th floor  
Manhattan Beach, CA 90266  
Attn: Shan Sundar  
Phone: (213) 277-3040

**CITY:**

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

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

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

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

- 6.11 ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be

valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

**6.20 FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

**SIGNATURES ON NEXT PAGE**

**PROFESSIONAL SERVICES AGREEMENT**

**Public Works, Online Permit Counter Implementation**

Page 18 of 18

CONTRACT NO. 2137

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

**CITY OF SAN FERNANDO**

**EDGESOFT INCORPRATED**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

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

Date: \_\_\_\_\_

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

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

Date: \_\_\_\_\_



Public Works - Online Permit Counter



**DATE:** October 26, 2022

**PARTIES:** "CLIENT"

THE CITY OF SAN FERNANDO, a municipal corporation

Designated Official: Name: Kenneth Jones

THE "CONSULTANT"

EDGESOFT, INC.

Representative Name: Gaurav Garg

Title: Technology Head

Telephone: (213) 277-3040

Mailing Address: 1600 Rosecrans Ave

Media Center, 4<sup>th</sup> floor

Manhattan Beach, CA 90266

**TIMEFRAME:** Roughly six to eight weeks.

**COST OF SERVICE:** \$27,500.00

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF SAN FERNANDO.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

## Scope of Work

- **Online public works permits**
  - Please refer to Exhibit -A for detailed scope of work
- **Training**
  - User training on how to configure and use application.

### ASSUMPTIONS

1. City of San Fernando will provide appropriate resources for Testing.
2. City of San Fernando will provide appropriate resources for connecting and working with Govpaynet.
3. Edgesoft will perform unit and integration testing prior to delivery of the software for installation.
4. Ongoing support of the software, once it has been implemented, shall be handled by a separate contract
5. Deliverables will be reviewed and accepted by the Client within 5 working days, after the receipt date. Deliverables not accepted by the Client will be returned to Consultant with the specific changes, identified in writing, which the Client requires to accept the deliverable
6. Deliverables will be reviewed for completeness, content, clarity and will require Client's approval, during the initial review. Consultant will in good faith make every effort to include all requested changes to deliverables, after Client's approval. Multiple iterations of deliverable reviews will only be introduced when issues of completeness, content, or clarity prevail, after Client's approval.
7. Deliverables will be deemed to be approved after the agreed upon deliverable review periods have elapsed without a detailed description of the deficiencies being provided to Consultant, as defined in the proposal, unless agreed otherwise.

### RISKS:

1. Availability and quality of Client resources.
2. Funding continuity
3. Sponsorship continuity & participation
4. Timeliness of deliverables by Client resources will affect the budget of this project.

**Change Management Process**

## Change control procedures

Change control procedures are the key to managing the system development process. The Consultant employs a formal process that attempts to contain the scope to the greatest degree possible for on time implementation, while at the same time providing the flexibility to enhance the original design when necessary.

## Change control management and billing

The Consultant may initiate a change control form. The cost and timing implications are estimated by the project manager documented on the form and submitted to the Client's project manager for approval. Only approved changes are scheduled for implementation. Changes will be invoiced with the next milestone invoice following implementation of the change.

## What would constitute a change with additional cost?

Changes are defined as those tasks that deviate from the scope of the requirements document that have a likelihood of impacting the resources or the schedule of the project. Some examples follow but should not be construed as a complete list:

- Change in the architectural design of the system
- Change in the operating system, hardware, database or development software
- Change in functionality or scope of the project like paying for permit fees with the shopping cart

The impact of such changes on both the cost and schedule will be assessed and submitted to Client for approval. Upon receiving approval, Consultant will make the necessary changes and invoice the Client.

## What would constitute a "no charge" change?

Typically, any change that does not impact the schedule or resources will be considered a No Charge change and will be accommodated as time permits. However, any changes whether initiated by Consultant or Client will have the written approval of Consultant and Client's project manager.

**Pricing**

OPC – Public Works	Price
Public Works Online Permit Counter	\$24,500.00
1 year hosting and maintenance at \$250/month	\$3,000.00
One time cost:	\$27,500.00

**SCHEDULE OF COMPENSATION**

The total compensation (including any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn compensation according to the following method:

**Milestone Basis:** The City shall pay for the services on a milestone basis. Consultant shall invoice the City the applicable milestone amount upon the achievement of the following deliverable date set forth below:

1. Project Initiation, Critical Path Analysis and Kickoff Meeting	\$ 4,900.00
2. Requirements Gathering and Functional Specifications Document	\$ 4,900.00
3. System Installation, Configuration, Pre-Production Support and Testing	\$12,250.00
4. Go-Live Production Support, Monitoring, Project Management and Implementation	\$ 2,450.00
5. 1 year Hosting and Maintenance cost (\$250/month)	\$ 3,000.00

## Exhibit A – Workflow of Public Works Permits Online

### Step 1 –

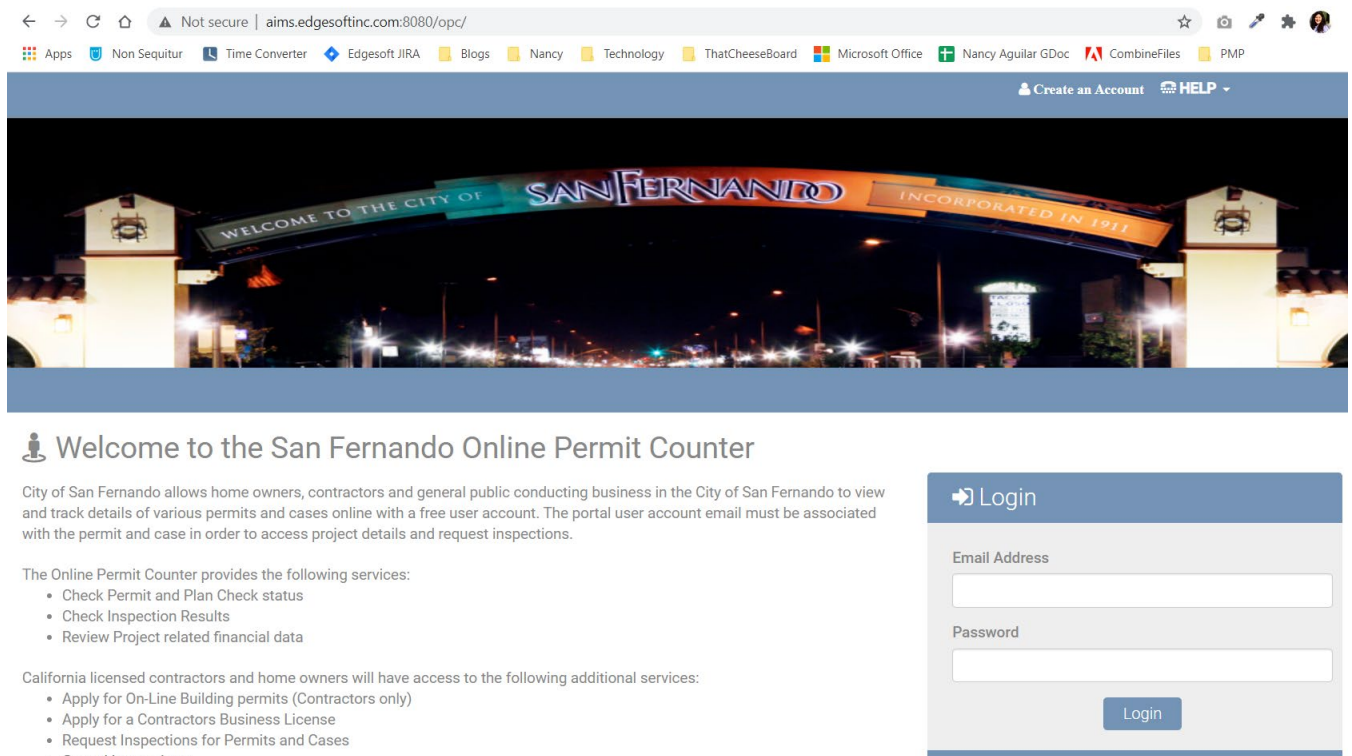
#### Logging in or creating an account from homepage

The citizens of San Fernando can find the application URL on the San Fernando city website, upon clicking the URL it will redirect to the San Fernando CAP login screen.

1. In the San Fernando CAP login screen, click on the "Registration Link", it will go to the registration page where the user must enter all the required credentials.

#### Specific credentials:

- i. Licenses by contractors
    1. City business license if a contractor
    2. Contractors State License Board – Contractors License
    3. Certificate of liability naming the City of San Fernando as additionally insured
  - ii. Insurance by homeowners
  - iii. Status of Credentials uploaded to determine if valid for use or not.
2. After the successful registration, user will get a confirmed email.
  3. On the login page enter the Email Address and password, it will validate the credentials and allow the user to login.
  4. After login it will go to the welcome page.



← → ↺ ☆ Not secure | aims.edgesoftinc.com:8080/opc/

Apps Non Sequitur Time Converter Edgesoft JIRA Blogs Nancy Technology ThatCheeseBoard Microsoft Office Nancy Aguilar GDoc CombineFiles PMP

Create an Account HELP

### Welcome to the San Fernando Online Permit Counter

City of San Fernando allows home owners, contractors and general public conducting business in the City of San Fernando to view and track details of various permits and cases online with a free user account. The portal user account email must be associated with the permit and case in order to access project details and request inspections.

The Online Permit Counter provides the following services:

- Check Permit and Plan Check status
- Check Inspection Results
- Review Project related financial data

California licensed contractors and home owners will have access to the following additional services:

- Apply for On-Line Building permits (Contractors only)
- Apply for a Contractors Business License
- Request Inspections for Permits and Cases
- Cancel Inspections

#### Login

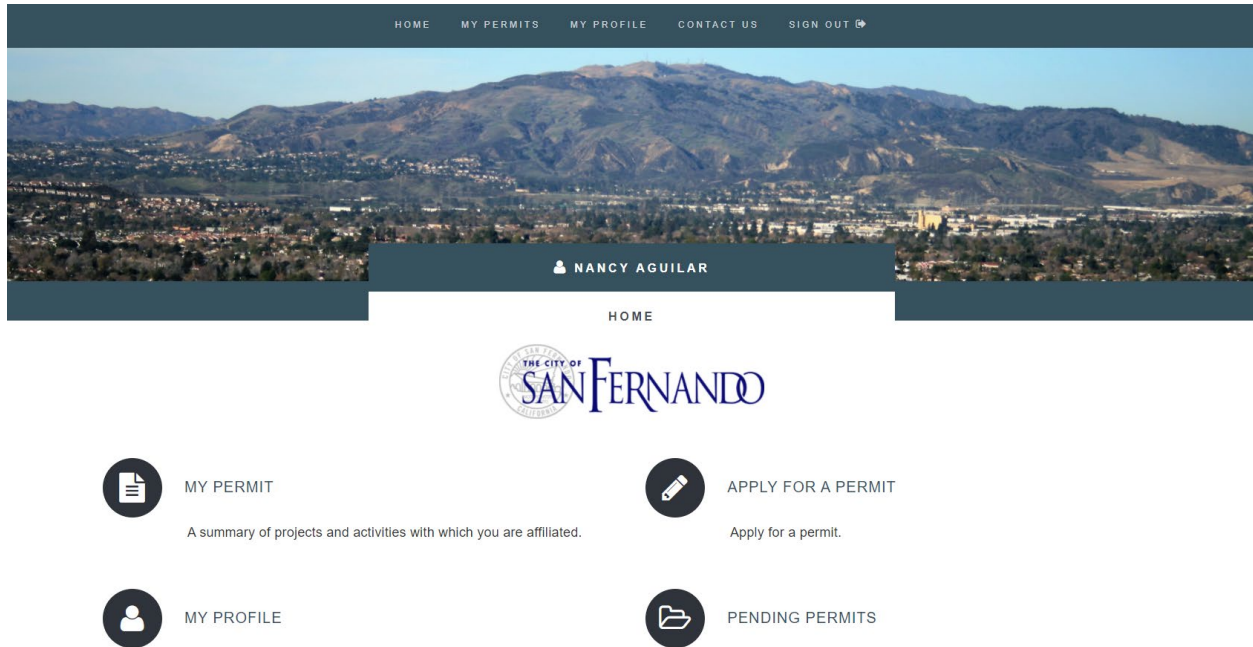
Email Address

Password

Login

## Step 2 –

To apply for a Permits, user has to select the **"Apply for a Permit"** menu on left side panel. Upon click of the Apply for a Permit tab user will start with online simple permit application.



## Step 3 –

Users can enter their address details like Street number, street name, unit, street mod for the permit and the address details will be verified by the AIMS database. If it is a valid address then only will the user be allowed to the next page. If it is an invalid address then the user will get an error message like "Please enter valid address".

In this page user can be select "Type of permit to apply to"

**MODULE TYPE SELECTION**

**1** ADDRESS

**2** SELECT PERMIT TYPE

**3** ADDITIONAL INFORMATION

**4** PEOPLE SELECTION

**5** OWNER

**6** ATTACHMENT

**7** PREVIEW PERMIT

**Cancel Permit Application**

**2 a. What are you applying for?**

☐ Building Permit

☐ Public Works Permit

**Back** **Next**

Step 5 –

- In this page applicant can select subcategories under each permit type
  - Subcategories for Public Works
    - Non-Construction Permit(s)
      - Encroachment Permit
        - A drop down to be “use of right away” including for sidewalk closure, and lane closure.
          - Note: 30 days is max for encroachment.
        - A dropdown for parking stalls on City property
          - Note: 30 days is max for encroachment
        - A drop down for dumpsters on City property
          - Note: 14 days is the max amount of time to have the dumpster encroachment.
        - Requirements to fill out: Location(s), Start dates, No. of Days, From, To, Insurance Company (Liability) – Policy No.,
        - Other information available to fill out: Insurance Company (Workman’s Comp) – Policy No.
      - House Moving/Wide Load Permit
        - Requirements to fill out: Height when on equipment, weight, street route, number of sections.
        - Other Information available to fill out: Size, moving time, completion time, length of route.
        - Note: “IF THE STRUTURE EXCEEDS THE 18 FOOT LIMIT, THE PERMITTEE REQUIRES UTILITY COMPANIES CLEARNACE PRIOR TO INSURANCE OF PERMIT”
          - Check box for clearance from utility company or no clearance from utility company

- Drain Swimming Pool Permit
  - A drop down for "Available inspection Date/Day/Time (During Business Hours Only)"
    - Monday 7:30 AM–5:30 PM
    - Tuesday 7:30 AM–5:30 PM
    - Wednesday 7:30 AM–5:30 PM
    - Thursday 7:30 AM–5:30 PM
    - Friday 8 AM–5 PM
- Service Request(s):
  - Utility Service
    - Water Capital Facility Charge – drop down
      - Water Meter
      - Fire Service
      - Fire Hydrant
    - Requirement: Size provided for water meter and/or fire service
  - Construction Meter
    - Requirements:
      - Specific Location
    - City project?
      - If YES, project name or job number
  - Sanitary Dye Test
    - Requirement:
      - Apply with the portal log in information
  - Fire Flow Test
    - Requirement:
      - Apply with the portal log in information
      - Specific Location required
- Construction/Excavation Permit(s):
  - Construction
    - Drop down box: Sidewalk repair, Driveway Approach, Curb and Gutter Repair
    - Other (Specify):
  - Trench Excavation
    - Description Box to explain the excavation
  - Excavation for Sewer Connection/Repair
    - Check off box if for connection or repair
    - Description box to explain their reasoning
    - Check box for USED: SADDLE, TEE, or "Y"
    - Check box for Connection Made At: MAIN or LATERAL
    - Upload License C-42 or License A (if they choose this subcategory)
      - As it is required to have one of these licenses to do the job



**PERMIT TYPE SELECTION**

1 ADDRESS

2 SELECT PERMIT TYPE

3 ADDITIONAL INFORMATION

4 PEOPLE SELECTION

5 OWNER

6 ATTACHMENT

7 PREVIEW PERMIT

Cancel Permit Application

2 b. Please select the appropriate permit category below. If you are unsure what type of permit to apply for, please contact (818) 898-1227.

Examples of the types of permits:  
 Building Permit (Roof, Windows, Block Wall, Fence)  
 Electrical Permit (Panel upgrade, Electrical Outlets, etc.)  
 Mechanical Permit (New or replacement of Air Conditioning or Heater)  
 Plumbing Permit (Repair, Repipe, Sprinklers, or water heater)

Select Activity Type\*

Please Select Activity Type  
 Building  
 Electrical  
 Mechanical  
 Plumbing

Back Next

Step 6 -

In this page applicant can enter additional information:

- For Construction/Excavation Permits
  - Requirement: Square Footage or linear footage

**ADDITIONAL INFORMATION**

1 ADDRESS

2 SELECT PERMIT TYPE

3 ADDITIONAL INFORMATION

4 PEOPLE SELECTION

5 OWNER

6 ATTACHMENT

7 PREVIEW PERMIT

Cancel Permit Application

3. Please enter the information requested below.

Estimated cost of construction (Valuation)\*: 0

Permit Description\* (Type, Size, Height of Construction and Proposed Use)  
 Ground water monitoring of existing well. Lane closure per approved plan

Back Next

## Step 7 –

On this page verify if user is legal owner, if yes answer below questionnaire.

**PEOPLE SELECTION**

**1** ADDRESS

**2** SELECT PERMIT TYPE

**3** ADDITIONAL INFORMATION

**4** PEOPLE SELECTION

**5** OWNER

**6** ATTACHMENT

**7** PREVIEW PERMIT

**Cancel Permit Application**

4. If there are other people associated with this project, eg. Engineers, Architects, or Attorneys, please search for them in the database below. If there are not, please select "Next".

Select People Type Please Select

4a. Please use the keyword search below to search by name or by email address for a person registered with the City of San Fernando

Search:  **Search**

**Back** **Next**

People Name	People Type	Address
TUSTIN CARWASH AND DETAIL INC	Owner	1601 San Fernando Rd, San Fernando, CA, 91340
Nancy Aguilar	Applicant	1660 Rosecrans Ave, San Fernando, CA, 90266

**OWNERSHIP CONFIRMATION**

**1** ADDRESS

**2** SELECT PERMIT TYPE

**3** ADDITIONAL INFORMATION

**4** PEOPLE SELECTION

**5** OWNER

**6** ATTACHMENT

**7** PREVIEW PERMIT

**Cancel Permit Application**

5. Who is the legal owner of the property at which this activity is being conducted?

☒ TUSTIN CARWASH AND DETAIL INC

☐ Other\*

**Back** **Next**

## Step 8 –

On this page user is able to submit attachments for any of the work necessary that will load into AIMS

**ADD ATTACHMENTS**

**Progress Bar:**

- 1 ADDRESS
- 2 SELECT PERMIT TYPE
- 3 ADDITIONAL INFORMATION
- 4 PEOPLE SELECTION
- 5 OWNER
- 6 ATTACHMENT
- 7 PREVIEW PERMIT

**Cancel Permit Application**

Use this **upload feature** to submit all relevant plans (including a site plan) or supporting documents for the application in PDF format.

Multiple files may be uploaded one at a time. All attachments should be in PDF form with individual files being less than 20mb in size.

Attachment names and files should be numbers and letters only. No symbols (i.e. #, @, \*, etc.).

**Description\***

**File Name\***

**Choose File** No file chosen **Upload**


**Back** **Next**

Attachments		
File Name	Description	Delete

## Step 9 –

User will be able to see a preview of the permit before it is uploaded to AIMS. The online Permit has been submitted and an email will be sent to the user once the fees have been calculated by staff at the City of San Fernando. Note at the bottom will be updated to:

“Thank you, your online permit has been submitted. Please allow for five (5) working days for the application to be reviewed. An email will be sent to you once the fees have been calculated by City staff.





CITIZEN SERVICES ONLINE

## PREVIEW PERMIT DETAILS

1  
ADDRESS

2  
SELECT PERMIT TYPE

3  
ADDITIONAL INFORMATION

4  
PEOPLE SELECTION

5  
OWNER

6  
ATTACHMENT

7  
PREVIEW PERMIT

Cancel Permit Application

<b>Address</b>	1601 San Fernando Rd		
<b>Permit Type</b>	Building	<b>Sub Type</b>	
<b>Valuation</b>	10	<b>Applied Date</b>	04/01/2021
<b>Description</b>	Ground water monitoring of existing well. Lane closure per approved plan		
<b>People</b>	TUSTIN CARWASH AND DETAIL INC , Nancy Aguilar		

Thank you, your On-Line Permit has been submitted and an email will be sent to you once the fees have been calculated by staff at the City of San Fernando.

Back

Submit Permit Application

### Other Requests

Notifications for the applicant to include:

- Pending due to missing paperwork or other documentation
- Invalid information
- Payment Not Completed



## PROFESSIONAL SERVICES AGREEMENT

### EDGESOFT, INC.

Online Permit Counter Phase 2 and eGov Land Management Software

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of March 2021 (hereinafter, the "Effective Date"), by and between the **CITY OF SAN FERNANDO**, a municipal corporation ("CITY") and **EDGESOFT, INC.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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 agree as follows:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within sixty (60) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than three-hundred sixty-five (365) calendar days from the issuance of the Notice to Proceed (the "Completion Date");
- 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;

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- 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;
- 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 as set forth in **Exhibit "B"** (hereinafter, the **"Approved Rate Schedule"**).
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of TWENTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$26,588.00) (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

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and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of 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 the Director of Community Development (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 Nancy Aguilar, Senior Project Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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



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knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

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

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- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. No otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by the California Department of Housing and Community Development Planning Grants Program, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations. The CONSULTANT shall include this Non-Discrimination and compliance provision in all contracts and subcontracts it enters into to perform work funded by the California Department of Housing and Community Development Planning Grants Program.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

**III. INSURANCE**

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)

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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.
- 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.

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- 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 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

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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 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**

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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 Event of Default upon a showing that CONSULTANT has commenced efforts to

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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

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**

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cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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

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.



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- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

**VI. MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 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.

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CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Edgesoft, Inc.  
1600 Rosecrans Avenue  
Media Center, 4<sup>th</sup> Floor  
Manhattan Beach, CA 90266  
Attn: Shan Sundar, CEO  
Phone: (310) 321-7658  
Email: shan.sundar.212@edgesoftinc.com

**CITY:**

City of San Fernando  
Community Development Department  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Director of Community  
Development  
Phone: (818) 898-7316  
Fax: (818) 898-7329

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.

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- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 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.

**PROFESSIONAL SERVICES AGREEMENT****Online Permit Counter Phase 2 and eGov Land Management Software**

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- 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 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.

**(SIGNATURE PAGE TO FOLLOW)**

CONTRACT NO. 1979

## PROFESSIONAL SERVICES AGREEMENT

Online Permit Counter Phase 2 and eGov Land Management Software

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

### CITY OF SAN FERNANDO

DocuSigned by:  
By: Nick Kimball  
1041FC9C27C7490...  
Nick Kimball, City Manager

### EDGESOFT, INC., A CALIFORNIA CORPORATION

DocuSigned by:  
By: Shan Sundar  
46048430B03E4EA...  
Name: Shan Sundar  
Title: CEO

### APPROVED AS TO FORM

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

## Exhibit "A"

### Scope of Work

Edgesoft will enhance the Online Permit counter to include the following

1. Building and Safety Online Permit Counter
  - a. Remaining permits online with payment
  - b. Enhance Online permits to include project and subproject level on top of activity level.
2. Online Planning application and approval (**roughly 4 – 5 weeks**)
  - a. Provide internal updates in order for this feature to be available online.
  - b. Enhanced Admin feature includes the permit types to be exposed online.
  - c. Online payment integration with Govpaynet
3. AIMS application will be enhanced by adding the module of Centralized Plan Check Functionality (**roughly 4 – 5 weeks**)
  - a. This module will allow any users from various departments to use Centralized Plan in AIMS in one screen for the following
    - i. Tracking Status
    - ii. Changing Status
    - iii. Assigning to different departments (Internal or External)
    - iv. View/Edit start and target dates
    - v. Email Notification
4. Online Garage sales and payment (**roughly 3 weeks**)
5. SAIRA Search
  - a. Search Portal application that allows users to search through multiple information sources at once, including: Document Management Systems, In-House Servers (file folders), City Webpages, and more
  - b. Users who cannot find what they are looking for are easily directed to the SAIRA Public Records Request Application, decreasing in-person, telephone, and email interaction with city clerks
6. SARIA Public Records Request
  - a. PRR workflow application that accepts requests and translates public user requests into easy to track, monitor, assign, and complete tickets.
  - b. Completed requests & documents uploaded are stored in the cloud for easy access for future information seekers.

#### ASSUMPTIONS

1. Client will be responsible for installing, testing, training and production operation of this project / integration.
2. Client shall be responsible for system environment(s).
3. City of San Fernando will provide appropriate resources for Testing.
4. City of San Fernando will provide appropriate resources for connecting and working with Govpaynet.

5. Edgesoft will perform unit and integration testing prior to delivery of the software for installation.
6. Ongoing support the software, once it has been implemented shall be handled by a separate contract
7. Deliverables will be reviewed and accepted by the Client within 5 working days, after the receipt date. Deliverables not accepted by the Client will be returned to Consultant with the specific changes, identified in writing, which the Client requires to accept the deliverable
8. Deliverables will be reviewed for completeness, content, clarity and will require Client's approval, during the initial review. Consultant will in good faith make every effort to include all requested changes to deliverables, after Client's approval. Multiple iterations of deliverable reviews will only be introduced when issues of completeness, content, or clarity prevail, after Client's approval.
9. Deliverables will be deemed to be approved after the agreed upon deliverable review periods have elapsed without a detailed description of the deficiencies being provided to Consultant, as defined in the proposal, unless agreed otherwise.

**RISKS:**

1. Availability and quality of Client resources.
2. Funding continuity
3. Sponsorship continuity & participation
4. Timeliness of deliverables by Client resources will affect the budget of this project.
5. End user adoption

**Change Management Process****Change control procedures**

Change control procedures are the key to managing the system development process. The Consultant employs a formal process that attempts to contain the scope to the greatest degree possible for on time implementation, while at the same time providing the flexibility to enhance the original design when necessary.

**Change control management and billing**

The Consultant may initiate a change control form. The cost and timing implications are estimated by the project manager documented on the form and submitted to the Client's project manager for approval. Only approved changes are scheduled for implementation.

Changes will be invoiced with the next milestone invoice following implementation of the change.

What would constitute a change with additional cost?

Changes are defined as those tasks that deviate from the scope of the requirements document that have a likelihood of impacting the resources or the schedule of the project. Some examples follow but should not be construed as a complete list:

- Change in the architectural design of the system
- Change in the operating system, hardware, database or development software
- Change in functionality or scope of the project like paying for business license renewal fees with the shopping cart

The impact of such changes on both the cost and schedule will be assessed and submitted to Client for approval. Upon receiving approval, Consultant will make the necessary changes and invoice the Client.

What would constitute a “no charge” change?

Typically, any change that does not impact the schedule or resources will be considered a No Charge change and will be accommodated as time permits. However, any changes whether initiated by Consultant or Client will have the written approval of Consultant and Client’s project manager.



# **Exhibit "B"** **Approved Rate Schedule** **Pricing**

eGov 2 Phase	Price	Discount Price for SF (25% off)
Building and Safety Online Permit Counter Enhancements	\$7,500.00	\$5,625.00
Online Planning application and approval	\$8,250.00	\$6,188.00
Centralized Plan Check Functionality	\$14,950.00	\$11,212.00
Online Garage Sales with payment	\$4,750.00	\$3,563.00
SAIRA Search and Public Records Request <i>(Included)</i>	\$19,500	\$0
Subtotal:		\$26,588.00

**SCHEDULE OF COMPENSATION**

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the City to the Consultant shall not exceed the Cost of Services.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Consultant and the City agree that the Consultant shall earn its compensation according to the following method:

**Milestone Basis:** The City shall pay for the services on a milestone basis. Consultant shall invoice the City the applicable milestone amount upon the achievement of the following deliverable date set forth below:

1. Project Initiation, Critical Path Analysis and Kickoff Meeting	\$ 6,647.25
2. Requirements Gathering and Functional Specifications Document	\$ 7,976.25
3. System Installation, Configuration, Pre-Production Support and Testing	\$ 7,976.25
4. Go-Live Production Support, Monitoring, Project Management and Implementation	\$ 3,988.25



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## AGENDA REPORT

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** February 6, 2023

**Subject:** Consideration to Approve the Purchase of One Long Deployment Surveillance Trailer with Automated License Plate Recognition and Video Capability from Industrial Video & Control

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsible and responsive bid in the amount of \$72,329 from Industrial Video & Control (IVC) (Attachment "A");
- b. Utilize funds appropriated in Resolution No. 8064 (Attachment "B") to pay for the purchase of the Long Deployment Surveillance Trailer from IVC; and
- c. Authorize the City Manager to execute a Purchase Order with IVC in the amount not to exceed \$72,329.

### BACKGROUND:

1. The Urban Areas Security Initiative (UASI) grant program was first authorized by Congress in 2003 to help large urban areas enhance their capacity to prepare for, prevent, respond to, and recover from acts of terrorism. Funds are used by jurisdictions for assessments and development of security strategies, equipment, training, and exercises to prepare for natural, technological, and human-caused disasters including terrorism.
2. On April 16, 2021, the City of Los Angeles provided the Subaward Agreement authorizing \$98,334 for the purchase of automatic license plate readers (ALPR) and personal protective equipment (Attachment "C" - Contract No. 1985).
3. On May 3, 2021, the City Council accepted the grant funds for the purchase of an ALPR trailer and personal protective equipment and approved Resolution No. 8064, which amended the Fiscal Year (FY) 2020-2021 Budget to appropriate the grant expenditures and revenues for the UASI 20 grant.

**Consideration to Approve the Purchase of One Long Deployment Surveillance Trailer with Automated License Plate Recognition and Video Capability from Industrial Video & Control**

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4. On December 22, 2022, the City authorized the formal solicitation of bids for the mobile ALPR trailer (Attachment "D").
5. On January 9, 2023, staff responded to the questions posed by the bidders (Attachment "E").
6. On January 12, 2023, three bids were received and opened by the City Clerk.

**ANALYSIS:**

In order to optimize the opportunity for funding, the Police Department participates in the UASI grant program through a partnership with the Los Angeles County Police Chief's Association (LAPCA). The LAPCA vets applications for UASI funded projects to ensure they support the goals of regional interoperability to prepare, prevent and respond to acts of terrorism. The LAPCA projects are submitted to the City of Los Angeles Mayor's Office of Public Safety as a whole and are subsequently managed by a grant representative along with the department grant manager. Projects are limited in scope depending upon guidelines set forth by the Department of Homeland Security (DHS). UASI grant funds are available for projects that support a regional response, including training and equipment, to combat terrorism, and other catastrophic related incidents and to support regional interoperability with respect to communications.

Automated license plate readers provide invaluable intelligence that can be shared across the region to assist in a host of investigations and law enforcement activities. Video surveillance is another critical element of regional intelligence that can be used to contribute to a multitude of investigations. Additionally, radar equipment in conjunction with highly visible and programmable message boards can be used to promote safe driving and education to residents and visitors.

The Long Deployment Surveillance Trailer (the Trailer) offered by IVC is equipped with solar panels and a battery pack which allows for continuous operation without the need for electrical plug in. The Trailer is equipped with two automated license plate reader cameras that are low light compatible, hosts two video cameras that have infrared capabilities, and can depict images in low light conditions. The cameras are mounted on a point tilt zoom platform that allows for directional control that can be maneuvered remotely. Finally, the Trailer contains radar detection for speed identification and an illuminated message board that is programmable. The equipment is mounted on the Trailer that can be placed in a variety of locations.

This set up is ideal for large events or isolated areas that require enhanced police enforcement. The ability to house three critical investigative resources on one piece of equipment which is mobile will enable the Police Department to provide a robust and comprehensive approach to areas of concern. In addition, the mobile capability would allow the Trailer to be loaned to neighboring jurisdictions should the need arise.

## Consideration to Approve the Purchase of One Long Deployment Surveillance Trailer with Automated License Plate Recognition and Video Capability from Industrial Video & Control

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### Bid Analysis.

Staff analyzed the three bids received and determined that IVC met all of the requirements for the bid submittal. The table below summarizes the bids received:

Rank	Bidder	Bid Amount
1	ECAMSECURE	\$50,163.75*
2	Industrial Video & Control, Inc.	\$72,329.51
3	Mobile Pro	\$188,648.12*

\*Bid was non-responsive.

Staff consulted with the City Attorney who determined that the bids from ECAMSECURE and Mobile Pro were non-responsive. The ECAMSECURE bid was incomplete upon submission and the Mobile Pro bid did not offer subscription free ALPR data collection, an 1140 solar watt panel or the wheel lock anti-theft measure. The IVC bid total included a miscalculated tax amount, as the shipping cost was included. This resulted in a difference of \$563.75, which reduced the IVC bid to \$71,765.76. The difference of \$563.75 is not a significant amount compared to the entirety of the purchase.

### **BUDGET IMPACT:**

During the May 3, 2021 City Council Meeting, Resolution No. 8064 (Attachment "C") was adopted amending the budget to appropriate funds from the UASI 2020 Grant (Fund 110-220-3662-4500). Unused grant balances in the amount of \$77,595 have been carried forward and sufficient budget is available in Fiscal Year 2022-2023 to fund this purchase. Per grant requirements, funds must be used by March 31, 2023.

### **CONCLUSION:**

It is recommended that the City Council authorize the Purchase Order.

### **ATTACHMENTS:**

- A. IVC Proposal
- B. Resolution No. 8064
- C. Contract No. 1985
- D. Solicitation for Bid
- E. Responses to Bid Questions



**COPY**

Industrial Video & Control Bid Proposal  
Prepared for  
City of San Fernando Police Department  
Solicitation Title: Police Department ALPR Mobile Trailer

**IVC**

**INDUSTRIAL  
VIDEO & CONTROL**





January 6, 2023

Police Department  
c/o San Fernando City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, California 91340

Dear Purchasing Manager,

On behalf of Industrial Video & Control, I am excited to offer the attached bid proposal in response to the City of San Fernando's Invitation to Bid for Police Department Mobile ALPR Trailer. Industrial Video & Control is confident in its ability to design and manufacture the most efficient and effective mobile surveillance solution to meet or exceed the requirements outlined in the specifications. IV&C's ability to provide the best solution comes from over 20 years of experience in manufacturing customized and comprehensive video solutions for surveillance and monitoring of remote sites, industrial facilities, military installations, and municipal sites.

The following documents are enclosed with IV&C's bid proposal for your review:

- A. Bid Summary & Authorization for Bid
- B. References
  - o Additional References
- C. Bid Fee Schedule
- D. Additional Specifications for SFPD Mobile ALPR Trailer and Accessories
  - o Equipment Proposal and Specifications
  - o Compliance Matrix

Thank you for allowing Industrial Video & Control to participate in this opportunity and present its proposed solution for meeting your surveillance requirements. I look forward to hearing from you upon completion of the evaluation stage. Should you have any questions or require any additional information regarding IV&C's proposal, I will be your primary point of contact and welcome you to reach out at any time.

Sincerely,

Jennifer Williams

Director of Sales

p: (617) 467-3059 x147 | m: (864) 706-5313

e: [jwilliams@ivcco.com](mailto:jwilliams@ivcco.com) | w: [www.ivcco.com](http://www.ivcco.com)

**EXHIBIT B  
REQUIRED BID FORMS**

**A. BID SUMMARY & AUTHORIZATION FOR BID:**  
**San Fernando Police Department - MOBILE ALPR TRAILER VEHICLE**

**BID SUMMARY:**

TOTAL BASE BID AMOUNT (including delivery): \$72,329.51

TOTAL BASE BID PRICE IN WRITTEN WORDS: \$seventy-two thousand three hundred twenty-nine and fifty-one hundredths

**BID AUTHORIZATION:**

BIDDER/COMPANY NAME: Industrial Video & Control Co., LLC

ADDRESS: 189 Wells Ave., Suite 202

CITY, STATE, ZIP: Newton, MA 02459

TELEPHONE NUMBER: 617-467-3059

FAX NUMBER: 617-687-0751

EMAIL ADDRESS: jwilliams@ivcco.com

By submission of this Bid, the undersigned certifies that:

- All of the terms, conditions and requirements of the agreement as stated in the specifications, subsequent pages, addenda and notices are understood and accepted;
- It has not employed or retained any company or person, other than a *bona fide* employee working solely for the Bidder, to solicit or secure this agreement and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Bidder, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this agreement without liability;
- The prices contained in this bid are truthful, accurate and have been arrived at independently and without collusion, consultation, communication, or agreement intended to restrict the competition; and

**EXHIBIT B  
REQUIRED BID FORMS**

- It has the full authority of the Bidder to execute the Bid and execute any resulting agreement awarded as the result of, or on the basis of, the bid.

AUTHORIZED REPRESENTATIVE: Jennifer Williams

TITLE: Director of Sales/Authorized Signatory

SIGNATURE: *Jennifer Williams* DATE: 1/9/2023

**B. REFERENCES**

Provide the name, address, contact information and a brief description of goods/services provided from at least three (3) references. References must be for a project of similar specifications within the past five (5) years.

1. Slidell Police Department  
Company/Organization Name  
Lt. Kevin Simon  
  
Contact Name & Title  
2045 Second Street, Suite 214  
  

<u>Address</u>	<u>LA</u>	<u>70458</u>
<u>Slidell</u>		
<u>City</u>	<u>State</u>	<u>Zip</u>
<u>985-646-6184</u>	<u>ksimon@slidellpd.com</u>	
<u>Telephone</u>	<u>Email</u>	

Description (Include dates goods/services provided): In 2020, Slidell Police Department  
purchased two trailers to deploy in high crime areas and during large public events, and  
to assist with investigations. The trailers each included two IR PTZ and panoramic cameras,  
a network video recorder, ruggedized cell router, remotely operated LED light package, and  
two-way audio.

**EXHIBIT B  
REQUIRED BID FORMS**

2. City of San Bernardino Police Department

Company/Organization Name  
Sgt. Jennifer Kohrell

Contact Name & Title  
290 N. D Street

Address  
San Bernardino CA 92401

City State Zip  
909-388-4867 kohrell\_je@sbcity.org

Telephone Email

Description (Include dates goods/services provided): The San Bernadino Police

Department purchased two IVC trailers in 2018 and two additional units in 2022. Each

trailer included a PTZ camera with onboard video storage and a cellular router. The  
trailers were designed for easy integration into the PD's existing Genetec software platform.  
The PD has been actively deploying the trailers for various public safety applications.

3. Company/Organization Name

Michigan State Police

Contact Name & Title  
Lt. Trever Slater

Address  
7150 Harris Drive

City State Zip  
Dimondale MI 48821

Telephone Email  
269-251-1309 slatert@michigan.gov

Description (Include dates goods/services provided): In 2022, Michigan State Police

purchased eight (8) IVC surveillance trailers, each with four (4) PTZ cameras, a cell router,

onboard NVR, and LED lighting. The trailers are deployed by MSP and other law enforcement  
agencies in the area for event monitoring, crime deterrence, and various other law enforcement  
applications.

**EXHIBIT B  
REQUIRED BID FORMS**

**ADDITIONAL REFERENCE:**

4.

Company/Organization Name  
Please see "Additional References" attachment.

Contact Name & Title

Address

City

State

Zip

Telephone

Email

Description (Include dates goods/services provided):

## Customer References




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**Montgomery County Sheriff's Office**

- Point of Contact: Captain Dave Parin
- Address: 345 W. Second Street Dayton, OH 45422
- Telephone Number: (937) 890-1287
- Email Address: dparind@mcohiasheriff.org
- Project Description: In September, 2020 Montgomery County Sheriff's Office contacted Industrial Video & Control looking for a custom trailer which could be used for surveillance and traffic calming applications. IV&C designed a custom-built MVT-3001-LE Law Enforcement Trailer which included two Axis PTZ cameras, a SpeedAlert Radar Message Sign with full matrix display for displaying dedicated messages (e.g., "Amber Alert"), driver's speed, and messages specific to driver's speed (e.g., "Slow Down."), cellular communications, onboard recording, and a remotely operated LED light package. Montgomery County Sheriff's Office/Harrison Township purchased their trailer in November, 2020 and it was delivered to them in December, 2020.
  - Dates of Service: 2020
  - Annual Spend: \$44,628

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**Fredericksburg Police Department**

- Point of Contact: Lieutenant David Reilly
- Address: 2200 Cowan Blvd. Fredericksburg, VA 22401
- Telephone Number: (540) 654-5918
- Email Address: dreilly@pd.fredericksburgva.gov
- Project Description: Fredericksburg Police Department purchased two trailers with PTZ cameras, cellular router, two-way audio, LED lighting, and a red/blue LED police strobe light. The trailers are used for crime deterrence in "hot-spot" areas and are also deployed during special events for crowd monitoring. The Fredericksburg Police Department also lends their trailers to the local Fire Department and to neighboring Police Departments. Stafford County Sheriff's Office used Fredericksburg's trailers on a few occasions and ultimately purchased an IV&C trailer for themselves due to the success they experienced in deterring crime when deploying Fredericksburg's trailers.
  - Dates of Service: 2017
  - Annual Spend: \$72,938

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**Slidell Police Department**

- Point of Contact: Lieutenant Kevin Simon
- Address: 2045 Second Street, Suite 214 Slidell, LA 70458
- Telephone Number: (985) 646-6184
- Email Address: ksimon@slidellpd.com
- Project Description: Slidell Police Department purchased two trailers to deploy in high crime areas and during large public events and to assist with investigations. The trailers were deployed during this year's Mardi Gras festivities and were even actively monitoring the crowd while being towed in the parade. <https://wgno.com/news/local/slidell-police-launch-newcrime-fighting-tool-just-in-time-for-carnival/>
  - Dates of Service: 2020
  - Annual Spend: \$67,060



## Customer References



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### M.C. Dean, Inc. | Pentagon Force Protection Agency

- Point of Contact: Edwin Bell, Project Manager
- Address: 1765 Greensboro Station Place Tysons, VA 22102
- Telephone Number: (571) 206-7120
- Email Address: edwin.bell@mcdean.com
- Project Description: In 2017, M.C. Dean procured two MVT-3001 Long Deployment Surveillance Trailer units to be deployed at the Pentagon by the Pentagon Force Protection Agency (PFPA). Each unit included two infrared PTZ cameras, an onboard network video recorder with embedded video management software, cellular communications, and remotely operated LED lighting and flashing strobe lights. The units were designed to run for a minimum of 7 days during any weather condition and are deployed at locations throughout the Pentagon Reservation during special events and in locations where gaps in surveillance coverage previously existed. After many successful deployments of the initial two trailers, PFPA assessed additional security gaps at their facility and expanded their Remote Video Surveillance Trailer ("RVST") program in 2018 to include two more RVST units. In 2019 and 2020, PFPA added four more trailers with gasoline generators to their fleet and commissioned IV&C to retrofit their first four trailers with generator units.
  - Dates of Service: 2017, 2018, 2019, 2020
  - Annual Spend: \$84,860, \$82,260, \$102,410, \$200,760

## Customer References



Company/Organization	Location	Point of Contact	Phone	Email
Jefferson County Sheriff's Office	Birmingham, AL	Deputy Neal Sanders	205-325-5300	sandersn@jccal.org
Jefferson Parish Department of Emergency Management	Gretna, LA	Joe Valiente, Director	504-349-5360	jvaliente@jeffparish.net
Atlanta Police Department	Atlanta, GA	Michael Faughnan	404-546-2345	mfaughnan@atlantaga.gov
Trussville Police Department	Trussville, AL	Sgt. Dave Morrette	205-655-2101	dmorrette@trussville.org
City of Center Point	Center Point, AL	Tom Henderson, Mayor	205-854-4460	cpmayor@centerpointal.org
City of Texas City Emergency Management	Texas City, TX	Tom Munoz, Emergency Manager	409-643-5880	tmunoz@texas-city-tx.org
Fredericksburg Police Department	Fredericksburg, VA	Lt. David Reilly	540-654-5918	dreilly@pd.fredericksburgva.gov
Cheyenne Police Department	Cheyenne, WY	Lt. Terrance Bell	307-637-6541	tbell@cheyennepd.org
San Bernardino Police Department	San Bernardino, CA	Sgt. Jennifer Kohrell	909-388-4867	Kohrell_Je@sbcity.org
Los Alamos National Laboratory	Los Alamos, NM	Robert Gonzales, IP Video Systems Mobile & Fixed Units DFS Program Lead	505-667-0447	rlg@lanl.gov
Chevron Pipe Line Company	Baytown, TX	Jason Mathis, Field Controls Specialist	713-432-2741	jason.mathis@chevron.com
MC Dean/Pentagon Force Protection Agency	Washington D.C.	Edwin Bell, Project Manager	571-206-7120	edwin.bell@mcdean.com
Milwaukee County Transit System	Milwaukee, WI	Julie Schneider, Director of Safety	414-937-3228	jschneider@mcts.org
City of Bossier City Police Department	Bossier City	Sgt. Daniel Haugen	318-465-4708	haugend@bossiercity.org
City of Slidell Police Department	Slidell, LA	Lt. Kevin Simon	985-646-6184	ksimon@slidellpd.com
United States Coast Guard - Base Elizabeth City	Elizabeth City, NC	SKC Kyle Sander	252-384-71974	kyle.m.sander@uscg.mil



**EXHIBIT B  
REQUIRED BID FORMS**

**C. BID FEE SCHEDULE**

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy unit prices and totals, the unit prices shall prevail. All amounts and totals given in the Bid Schedule are subject to verification by the City.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	1	SFPD Mobile ALPR Trailer	\$60,105.00	\$ 60,105.00
2.	1	Shipping and Handling Charges	\$ 5,500.00	\$ 5,500.00
		Other: _____ _____ _____	\$	\$
<b>Subtotal</b>				\$ 65,605.00
<b>Sales Tax (10.25%)</b>				\$ 6,724.51
<b>BASE BID TOTAL</b>				\$ 72,329.51

AUTHORIZED REPRESENTATIVE: Jennifer Williams

TITLE: Director of Sales/Authorized Signatory

SIGNATURE:  DATE: 1/9/2023

**EXHIBIT B  
REQUIRED BID FORMS**

**D. ADDITIONAL SPECIFICATIONS for SFPD Mobile ALPR Trailer and Accessories:**

All Bids must meet this minimum requested specifications. Any deviation or change from requested specifications shall be clearly identified by Bidder in the spaces provided below.

**CHECK THE APPROPRIATE BOX FOR ITEMS (INCLUDED OR NOT INCLUDED)**

<b><u>SPECIFICATION</u></b>	<b><u>INCLUDED</u></b>	<b><u>NOT INCLUDED</u></b>
<b>Portable Mobile Surveillance Trailer</b>		
Telescoping mast of at least 20'	✓	
900 AH batteries	✓	
1140 solar watt panel	✓	
DOT approved lighting	✓	
Anti-theft measures including locking compartments and wheel lock	✓	
24V DC 35 Watt DC to DC switch	✓	
24VDC Dual Channel HI POE 70W	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Dual Automated License Plate Reader (ALPR) Cameras</b>		
4k resolution	✓	
Infrared (IR)	✓	
LPR	✓	
Independent, contract free storage (no ongoing subscription fees)	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Dual Video Cameras</b>		
2MP resolution	✓	
At least 32 X IR PTZ	✓	
Look up tilt 360 degrees	✓	

**EXHIBIT B  
REQUIRED BID FORMS**

<b><u>SPECIFICATION</u></b>	<b><u>INCLUDED</u></b>	<b><u>NOT INCLUDED</u></b>
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Ruggedized Cellular Router Kit</b>		
Connectivity across variety of mobile applications	✓	
16 port network switch	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Network Video Recorder</b>		
Ruggedized 8 GB Laptop server with configuration	✓	
Remote monitoring	✓	
Video software preloaded	✓	
2 TB video storage	✓	
Windows 10 operating system	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Radar with Programmable Message Board</b>		
Internal K band radar	✓	
Radar and message capability	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Fisheye camera</b>		
Infrared	✓	
Various detection abilities to prevent theft or tampering	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Lighting with remote operation</b>	✓	

**EXHIBIT B  
REQUIRED BID FORMS**

<b>SPECIFICATION</b>	<b>INCLUDED</b>	<b>NOT INCLUDED</b>
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Speaker with remote operation</b>	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Color</b>		
White	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		
<b>Hardware and software warranties, all required mounting brackets included</b>	✓	
Bidder's Response/Exceptions (if any): No exceptions. Please see attached "Compliance Matrix" for additional information regarding IVC's compliance with these specifications.		

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# Equipment **PROPOSAL**

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Prepared for  
**San Fernando Police Department**

c/o Office of San Fernando City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

Prepared by  
**Industrial Video & Control**  
**Jennifer Williams**  
(617) 467-3059 ext 147  
jwilliams@ivcco.com

**Number** AAAQ3334  
**Date** Jan 9, 2023

**SEALED BID FOR POLICE  
DEPARTMENT ALPR MOBILE  
TRAILER**





**INDUSTRIAL VIDEO & CONTROL**  
 330 Nevada Street, Newton, MA 02460  
 t. 617.467.3059 f. 617.687.0751  
 "The Industrial Video Solutions Leader"

Qty	Description	Unit Price	Extended Price
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## 1 Long Deployment Surveillance Trailer

\$60,105.00

\$60,105.00

### (1) Long Deployment Surveillance Trailer Base with 1,140 Watts Solar

Part#: MVT-3001

Enclosed hybrid powered trailer system with 25 foot telescoping mast, electric mast lift, flexible cabling system and a power system with a 900 Ah battery pack and 1,140 watts of solar.

- 900Ah battery pack - 6 x 150 Amp/Hr. batteries
- 3 x 380 watt solar charge assist for 1,140 watts total
- Power Control Module - Includes high efficiency charge controller with metering and data logging
- DOT approved lighting package - includes marker lights with 7 way wire connection
- Anti-theft Measures - Locking compartments, wheel lock immobilizes trailer

Includes 1 year warranty



### (2) 4K IR LPR Camera with Wisenet Road AI

Part#: PNB-A9091RLPH

4K Low-Moderate speed LPR Box Camera Kit includes AI camera, integrated LPR software, PoE+ enclosure, Wall mount bracket, IR Illuminator, 12-50mm lens, & industrial grade SD card.

- 4K resolution
- Day & Night(ICR), WDR(120dB)
- H.265, H.264, MJPEG codec, WiseStream II
- Embedded Wisenet Road AI application pre-installed and licensed:
  - License Plate Recognition (LPR)
  - Make/Model/Color Recognition
  - Allow / Deny list notification
  - Smart Search (LP, Country, brand, model, color)
- Industrial grade SD card provides on-camera storage for 10,000 vehicle/plate

images

- No server or cloud connection needed

Includes 5 year warranty



### (2) 2MP 32X IR PTZ Camera

Part#: QNP-6320R

- Max. 2MP resolution
- 4.44~142.6mm (32x) lens
- Max. IR viewable length 100m (328.08ft)
- Day & Night (ICR), WDR, DIS (Built-in gyro sensor)
- Intelligent Analytics
- H.264, H.265, MJPEG codec, WiseStreamII
- Micro SD/SDHC/SDXC 1slot 256GB
- IP66, IK10, NEMA4X

Includes 5 year warranty







**INDUSTRIAL VIDEO & CONTROL**  
 330 Nevada Street, Newton, MA 02460  
 t. 617.467.3059 f. 617.687.0751  
 "The Industrial Video Solutions Leader"

Qty	Description	Unit Price	Extended Price
-----	-------------	------------	----------------

(1) Cradlepoint IBR900 Ruggedized 3G/4G/LTE Router

Part#: **IBR-900**

The Cradlepoint COR IBR900 Series router offers a ruggedized 3G/4G/LTE networking platform designed to provide connectivity across a wide range of mobile applications. With an embedded 600 Mbps modem for LTE Advanced, optional second modem, and Wave 2 dual-band, dual concurrent Gigabit WiFi, the IBR900 Series routers provide reliable 24x7 connectivity.



- Multi-carrier 4G LTE support with dual-SIM capability
- Supports Ethernet (T1, DSL, Cable, MetroE), WiFi as WAN, and Metro WiFi
- Dual-modem capability for failover or load balancing
- Ruggedized to ensure always-on connectivity
- Monitor uptime with real-time alerts

Includes Limited Lifetime Warranty. For more details, visit  
<https://customer.cradlepoint.com/s/article/cradlepoint-warranty>

(1) Rugged Onboard Network Video Recorder

Part#: **DURABOOK-DM-S14I**

The laptop server for NVR software records to a local hard drive and allows for remote monitoring. Video Management Software is loaded onto the system for easy access to live or recorded video on a mobile device or PC.



- 8th Generation Intel® Core™ i5 Processor
- Windows 10 Pro 64 Operating System
- 8 GB DDR4 2666MHz
- 14.0" FHD WVA (1920 x 1080) anti-glare non-touch display
- MIL-STD 810G graded for extreme ruggedness and reliability
- 256 GB Solid State Drive for software + 2TB video storage

Includes 3 year warranty

(1) SpeedAlert Radar Message Sign

Part#: **SA18**

SpeedAlert radar message signs combine radar feedback and messaging, so you'll use it more often in more situations.

- 18" x 28" full matrix display
- Internal K band radar with adjustable sensitivity
- Meets MUTCD Specifications
- SpeedAlert operation modes: message mode, all messages, speed display, dependent message, stealth mode
- Scheduling allows you to change messages and/or mode up to 13 times/day
- Includes TrafficCloud™ Web-based Remote Management Services for SpeedAlert Radar Message Sign (one-year subscription)



Includes one year warranty. Warranty extends upon renewal of TrafficCloud™ subscription.



# INDUSTRIAL VIDEO & CONTROL

330 Nevada Street, Newton, MA 02460

t. 617.467.3059 f. 617.687.0751

"The Industrial Video Solutions Leader"

Qty	Description	Unit Price	Extended Price
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(1) X-series 6MP Outdoor IR Fisheye Camera

Part#: XNF-8010RV

- Max 30fps
- Fisheye lens 1.6mm (192°X192°) W/ simple focus
- Built-in IR for up to 49' or 15m
- WDR 120dB @30fps
- Loitering, directional detection, fog detection, tampering, Motion detection, object enter or exit an area
- Sound Classification, heatmap, people counting and queue line management
- Includes a five year manufacturer's warranty.



(1) Remotely Operated LED Lighting Package

Part#: LED-PKG

- 10x 3-watt LED surface mount lights
- Mounted to top of mast and on trailer chassis for maximum visibility
- 19 unique flash patterns with built in sync functionality
- Choose 1 or 2 of the following color options: red, blue, clear, green, amber, purple
- Weatherproof housing



\* LED color selection to be coordinated with customer.

(1) AXIS C1310-E Network Horn Speaker

Part#: AXIS C1310-E

AXIS C1310-E is an all-in-one unit with built-in power amplifier and signal processing (DSP). Pre-configured digital signal processing produces clear, understandable voice every time. Onboard memory supports pre-recorded voice messages. Or, security personal can respond to notifications or provide instructions with live speak. AXIS C1310-E also has a built-in microphone for remote health testing so you always know it's working.



Includes 5 year warranty

<b>SubTotal</b>	\$60,105.00
<b>Tax</b>	\$6,724.51
<b>Shipping</b>	\$5,500.00
<b>Total</b>	<b>\$72,329.51</b>



# IVC MobileVision Products

## MVT-3001

### *Long Deployment Surveillance Trailer*

- 990 Watt Solar Panel
- Large Battery Backup
- Operates in extreme environments
- Remotely monitored and controlled
- 24/7 unattended operation
- On-board NVR storage
- Wide Track Trailer for maximum stability
- HD PTZ IP Cameras



## ► Long Deployment Surveillance Trailer Specifications

<b>Tower Dimensions</b>	
Width	5' 8"
Length	13' 2"
Height	10'
Weight	2800lbs
Camera/Equipment Box	Mounted at top of mast, CAT 6 & 1.6mm/4 Electric Cables
<b>Trailer Details</b>	
Axle	A/T single axle
Mast Raise/Extension	24VDC Electric winch
Mast height	25ft Mast
Anti-theft Measures	Locking compartments & wheel locks
<b>Solar System</b>	
No. of Solar Panel	3 x 330W
Panel Wattage/Output	990W
Panel Material	Polycrystalline
Controller	Maximum Power Point Tracking (MPPT)
<b>Battery</b>	
No. of Battery	6 x 150Ah
Capacity	900Ah
Voltage	DC 12V
Material	SLA Gel
Supplied Voltage	24V
<b>PTZ Cameras (2)</b>	
Effective Pixels	1920 x 1080 (HDTV 1080)
Zoom ratio	30x Optical zoom
Compression	M-JPEG, H.264
Minimum Illumination	Color: 0.05 Lux@F1.6 0 Lux at 150m with IR ON
Edge Storage	Micro SD, Max 2TB
<b>Network Video Recorder (NVR)</b>	
Local Storage	Network Video Recorder with Video Management Software and 2TB video storage
Wireless Connectivity	4G LTE cellular w/WiFi, 2.4GHz or 5GHz radio
Wired Connectivity	1000Base-T (RJ-45)



330 Nevada St., Newton, MA 02460 [www.ivcco.com](http://www.ivcco.com) 617-467-3059

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## PNB-A9091RLPH

4K Low-Moderate speed LPR Box Camera Kit



### Key Features

- Embedded Wisenet Road AI application, pre-installed and licensed, compatible with USA, Canada, Mexico, Brazil, Uruguay, Paraguay, Argentina, Colombia, Chile plates
- No server or cloud connection needed
- AI-based recognition:
  - License Plate Recognition
  - Make/Model/Color Recognition
  - Allow/Deny list notification
- Efficient Smart Search & Dashboard view (LP, Country/State, brand, model, color)
- Easy setup with wizard for optimal plate identification
- Industrial grade SD card provides on-camera storage for 10,000 vehicle/plate images and access control lists
- VMS integration with Wisenet WAVE, Genetec, & Milestone
- 4K resolution (3840x2160), 12-50mm lens
- 0.03Lux@F1.2(Color), 0 Lux IR Off / 0.003Lux@F1.2(B/W)
- Day & Night (ICR), WDR (120dB)
- H.265, H.264, MJPEG codec, WiseStream III
- Alarm I/O
- PoE+/12VDC, IP66/IP67
- External IR 850nm, 30° beam pattern

### Wisenet Road AI Performance Specifications

Usage Type	Parking	Community Traffic	City Traffic	Secondary Roads
Speed	Low speed Up to 25MPH	Moderate speed Up to 45MPH	Moderate speed Up to 65MPH	Moderate speed Up to 75MPH
Lane Coverage	2 lanes @Color (24ft Wide)  1 lane @Black & White with built-in IR	2 lanes @Color (18ft Wide)  1 lane @Black & White with built-in IR	Up to 2 lanes (18ft Wide)	Up to 2 lanes (18ft Wide)
Maximum Forward Distance	Color: 52ft Black & White w/ IR: 45ft	Color: 52ft Black & White w/ IR: 45ft	Color: 120ft Black & White: 120ft with ext. IR	Color: 120ft Black & White: 120ft with ext. IR
Maximum Horizontal Angle	30°	25°	25°	15°
Maximum Vertical Angle	30°	25°	25°	15°
Horizontal Offset	Up to 24ft	Up to 18ft	Up to 24ft	Up to 12ft
Camera Install Height	Up to 24ft	Up to 18ft	Up to 24ft	Up to 12ft
Applicable Form Factor	Dome/Bullet/Box	Dome/Bullet/Box	Box w/ enclosure	Box w/ enclosure

### Included Accessories



PoE+ Enclosure



Wall Mount Bracket



IR Illuminator



12-50mm 4K Lens



PNB-A9001LP

### Related Wisenet Road AI Models



PNO-A9081RLP



PNV-A9081RLP

Design and specifications are subject to change without notice. The latest product information / specification can be found at [hanwhasecurity.com](http://hanwhasecurity.com)

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## PNB-A9091RLPH

4K Low-Moderate speed  
LPR Box Camera Kit



## Specifications

## License Plate Recognition

Stored Images	Up to 10,000
Vehicle Recognition	Make: 70+ Model: 700+ Color 10
Available Countries	USA, Canada, Mexico, Brazil, Uruguay, Paraguay, Argentina, Colombia, Chile *Additional countries available for other regions
Min. Illumination	Color: 0.03Lux(F1.2, 1/30sec) B/W: 0.003Lux(F1.2, 1/30sec)
Video Out	CVBS: 1.0 Vp-p / 75Ω composite, 720x480(N), 720x576(P) for installation USB: Micro USB Type B, 1280x720 for installation

Usage Type	Parking	Community Traffic	City Traffic	Secondary Roads
Maximum Speed	Low speed Up to 25MPH	Moderate speed Up to 45MPH	Moderate speed Up to 65MPH	Moderate speed Up to 75MPH
Lane Coverage	2 lanes @Color (24ft Wide) 1 lane @Black & White with built-in IR	2 lanes @Color (18ft Wide) 1 lane @Black & White built-in IR	Up to 2 lanes (18ft Wide)	Up to 2 lanes (18ft Wide)
Maximum Forward Distance	Color: 52ft Black & White w/ IR: 45ft	Color: 52ft Black & White w/ IR: 45ft	Color: 120ft Black & White: 120ft with ext. IR	Color: 120ft Black & White: 120ft with ext. IR
Maximum Horizontal Angle	30°	25°	15°	25°
Maximum Vertical Angle	30°	25°	15°	25°
Horizontal Offset	Up to 24ft	Up to 18ft	Up to 24ft	Up to 12ft
Camera Install Height	Up to 24ft	Up to 18ft	Up to 24ft	Up to 12ft
Applicable Model	Dome/Bullet/Box	Dome/Bullet/Box	Box w/ enclosure	Box w/ enclosure

## Video

Imaging Device	1/1.8" CMOS
Resolution	3840x2160, 3072x1728, 2592x1944, 2688x1520, 2560x1440, 2048x1536, 1920x1080, 1600x1200, 1280x1024, 1280x960, 1280x720, 1024x768, 800 x 600, 800 x 448, 720 x 576, 720x480, 640x480, 640x360
Max. Framerate	H.265/H.264: Max. 30fps/25fps(60Hz/50Hz) MJPEG: Max. 30fps/25fps(60Hz/50Hz)
Min. Illumination	Color: 0.03Lux(F1.2, 1/30sec) B/W: 0.003Lux(F1.2, 1/30sec) IR OFF, B/W: 0Lux IR LED on (850nm, 30° beam pattern)
Video Out	CVBS: 1.0 Vp-p / 75Ω composite, 720x480(N), 720x576(P) for installation USB: Micro USB Type B, 1280x720 for installation

## Lens

Focus Control	Simple focus
Lens Type	DC auto iris, P iris, Manual, I-CS
Mount Type	Cmount, CS mount
Included lens	SLA-T-M1250DN 12~50mm F1.8

# Wisenet P series PNB-A9091RLPH

## Operational

Camera Title	Displayed up to 85 characters
Day & Night	Auto(ICR)
Backlight Compensation	BLC, WDR, SSDR
Digital Noise Reduction	SSNRV
Digital Image Stabilization	Stabilization Support(built-in gyro sensor)
Motion Detection	8ea, polygonal zones
Privacy Masking	6ea, rectangle zones - Color: Gray/Black/White
Gain Control	Low / Middle / High
White Balance	ATW / AWC / Manual / Indoor / Outdoor
LOC	Support
Electronic Shutter Speed	Minimum / Maximum / Anti flicker (1/5~1/12,000sec)
Video Rotation	Flip, Mirror, Hallway view(90/270)
Analytics	Defocus detection, Motion detection, Tampering, Audio detection, Sound classification, Shock detection
Serial Interface	RS-485(Samsung-T, Pelco-D/P, Panasonic, Bosch, AD, GE, Vicon, Honeywell)
Alarm I/O	Input 1ea / Output 1ea / DC 12V Power(Max. 50mA) 1ea
Alarm Triggers	Analytics, Network disconnect, Alarm input
Alarm Events	File upload via FTP and e-mail Notification via e-mail SD/SDHC/SDXC or NAS recording at event triggers Alarm output Handover, Audio playback
Audio In	Selectable(mic in/line in/Built in mic) Supply voltage: 2.5VDC(4mA), Input impedance: 2K Ohm
Audio Out	Line out, Max. output level: 1Vrms

## Network

Ethernet	Metal shielded RJ-45(10/100/1000 BASE-T)
Video Compression	H.265/H.264: Main/High, MJPEG
Audio Compression	G.711 u-law / G.726 Selectable G.726(ADPCM) 8KHz, G.711 8KHz G.726: 16Kbps, 24Kbps, 32Kbps, 40Kbps AAC-LC: 48Kbps at 16KHz
Smart Codec	Manual(5ea area), WiseStreamII
Bitrate Control	H.264/H.265: CBR or VBR MJPEG: VBR
Streaming	Unicast(6 users) / Multicast Multiple streaming(Up to 3 profiles)
Protocol	IPv4, IPv6, TCP/IP, UDP/IP, RTP(UDP), RTP(TCP), RTCP, RTSP, NTP, HTTP, HTTPS, SSL/TLS, DHCP, FTP, SMTP, ICMP, IGMP, SNMPv1/v2c/v3(MIB-2), ARP, DNS, DDNS, QoS, UPnP, Bonjour, LLDP, SRTP (TCP, UDP Unicast)
Security	HTTPS(SSL) Login Authentication, Digest Login Authentication, IP Address Filtering, User access log. 802.1X Authentication(EAP-TLS, EAP-LEAP) Device Certificate(Hanwha Techwin Root CA) Secure boot
Application Programming Interface	ONVIF Profile S/G/T SUNAPI(HTTP API) Wisenet open platform

## General

Webpage Language	English, French, German, Spanish, Italian, Chinese, Korean, Russian, Japanese, Swedish, Portuguese, Czech, Polish, Turkish, Dutch, Hungarian, Greek
Edge Storage	Pre-installed with 32GB Micro SD to support 10,000 LPR images
Memory	4096MB RAM, 512MB Flash

## Environmental & Electrical

Operating Temperature / Humidity	-10°C ~ +55°C (14°F ~ +131°F) / Less than 90% RH
Storage Temperature / Humidity	-50°C ~ +60°C (-58°F ~ +140°F) / Less than 90% RH
Input Voltage	PoE+(IEEE802.3at), 12VDC PoE+ board with IPM technology (Intelligent power management)
Power Consumption	PoE+12VDC-24VDC : Maximum 25.5W, at startup 23.5W, typical 22.8W
Ingress Protection	IP66 / IP67

## Mechanical

Color / Material	Aluminum housing & mount, sunshield ABS, RAL9002 color
Product Dimensions / Weight	6.30x20.24x6.93, Weight : 16.4lb
Design and specifications are subject to change without notice. The latest product information / specification can be found at <a href="http://hanwhasecurity.com">hanwhasecurity.com</a>	

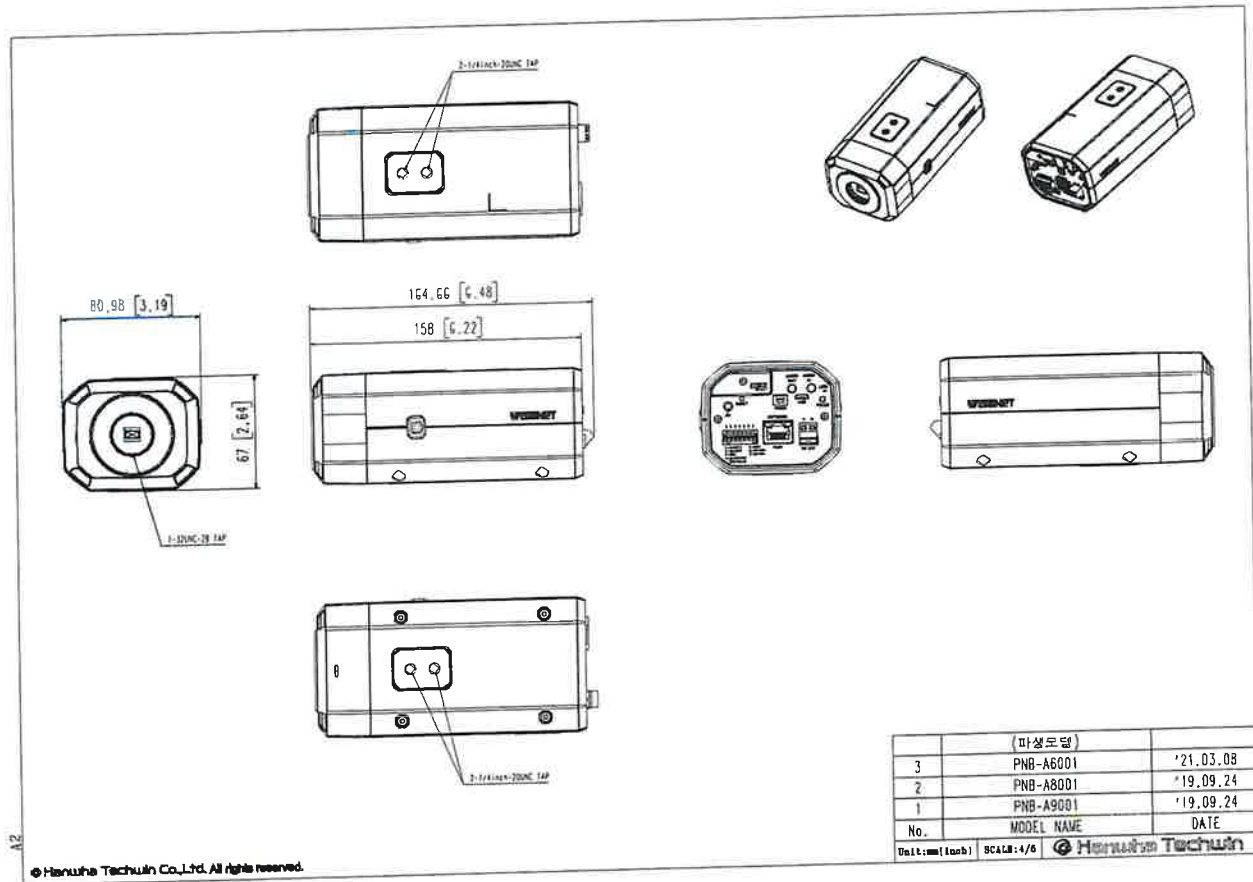
## PNB-A9091RLPH

4K Low-Moderate speed  
LPR Box Camera Kit



Unit: mm [inch]

CAD



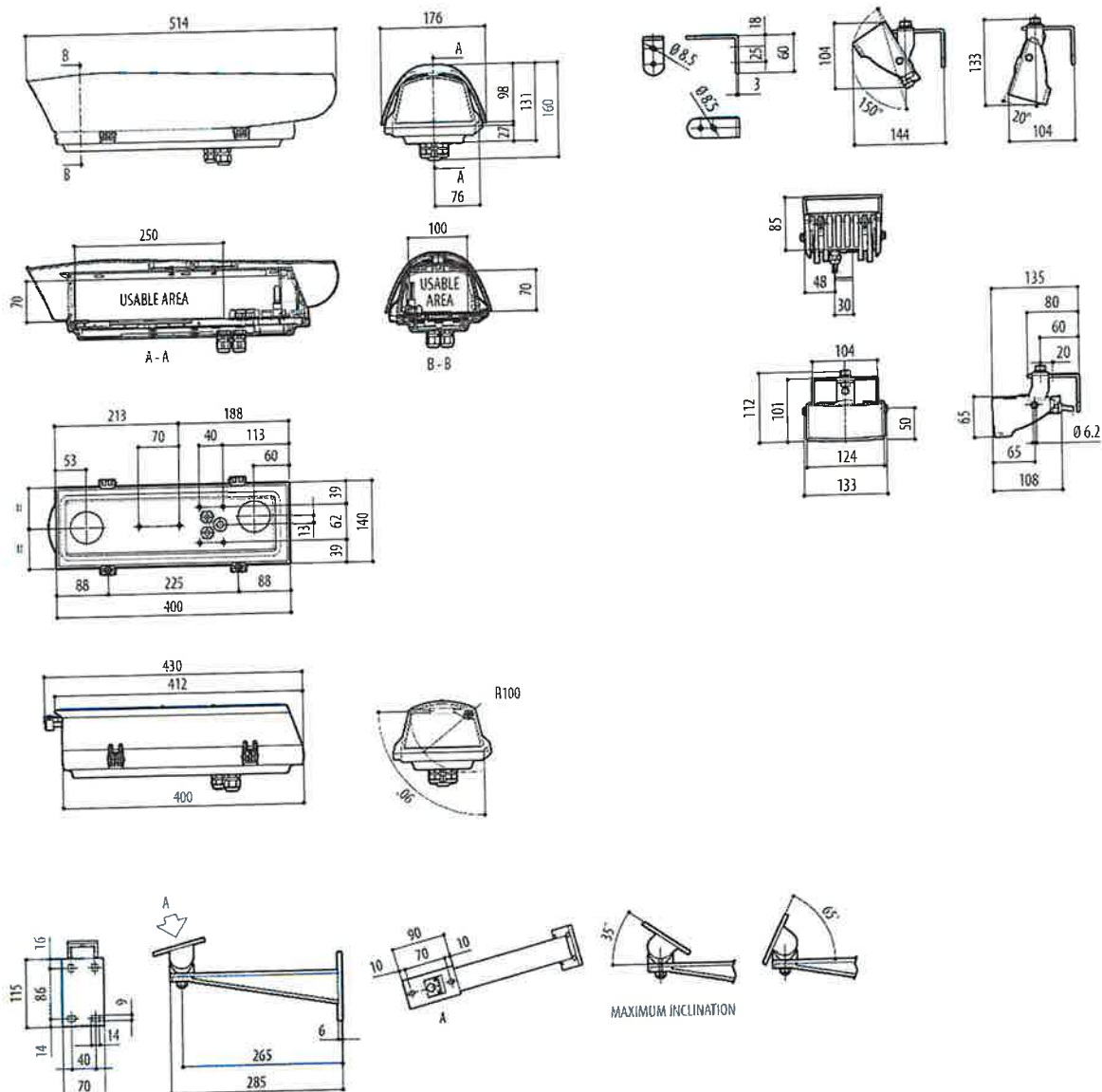
PNB-A9091RLPH

## 4K Low-Moderate speed LPR Box Camera Kit



Unit: mm

CAD



# QNP-6320R

2MP Network 32x IR PTZ Camera



FC |  | CE | ENEC

## Key Features

- Max. 2MP resolution
- 4.4~142.6mm (32x) lens
- Max. IR viewable length 100m (328.08ft)
- Day & Night (ICR), WDR, DIS (Built-in gyro sensor)
- Intelligent Analytics
- H.264, H.265, MJPEG codec, WiseStreamII
- Micro SD/SDHC/SDXC 1slot 256GB
- IP66, IK10, NEMA4X





## Video

Imaging Device	1/2.8" CMOS
Resolution	1920x1080, 1280x1024, 1280x960, 1280x720, 1024x768, 800x600, 800x448, 720x576, 720x480, 640x480, 640x360, 320x240
Max. Framerate	H.265/H.264: Max. 60fps/50fps(60Hz/50Hz) MJPEG: Max. 30fps/25fps(60Hz/50Hz)
Min. Illumination	Color: 0.05Lux(F1.6, 1/30sec) BW: 0Lux(IR LED On)

## Lens

Focal Length (Zoom Ratio)	4.44~142.6mm(32x) zoom
Max. Aperture Ratio	F1.6(Wide)~F4.4(Tele)
Angular Field of View	H: 64.66(Wide)~2.29(Tele) / V: 38.08(Wide)~1.30(Tele)
Min. Object Distance	Wide: 1.5m(4.92ft), Tele: 2m(6.56ft)
Focus Control	Oneshot AF, Focus save
Lens Type	DC auto iris

## Pan / Tilt / Rotate

Pan Range	360 Endless
Pan Speed	Preset: 700/sec, Manual: 0.024/sec~250/sec
Tilt Range	110(-20~90)
Tilt Speed	Preset: 300/sec, Manual: 0.024/sec~250/sec
Sequence	Preset(300ea), Swing, Group(6ea), Trace, Tour, Auto Run, Schedule
Preset Accuracy	±0.2 (±0.20°C by temperature at preset setting)

## Operational

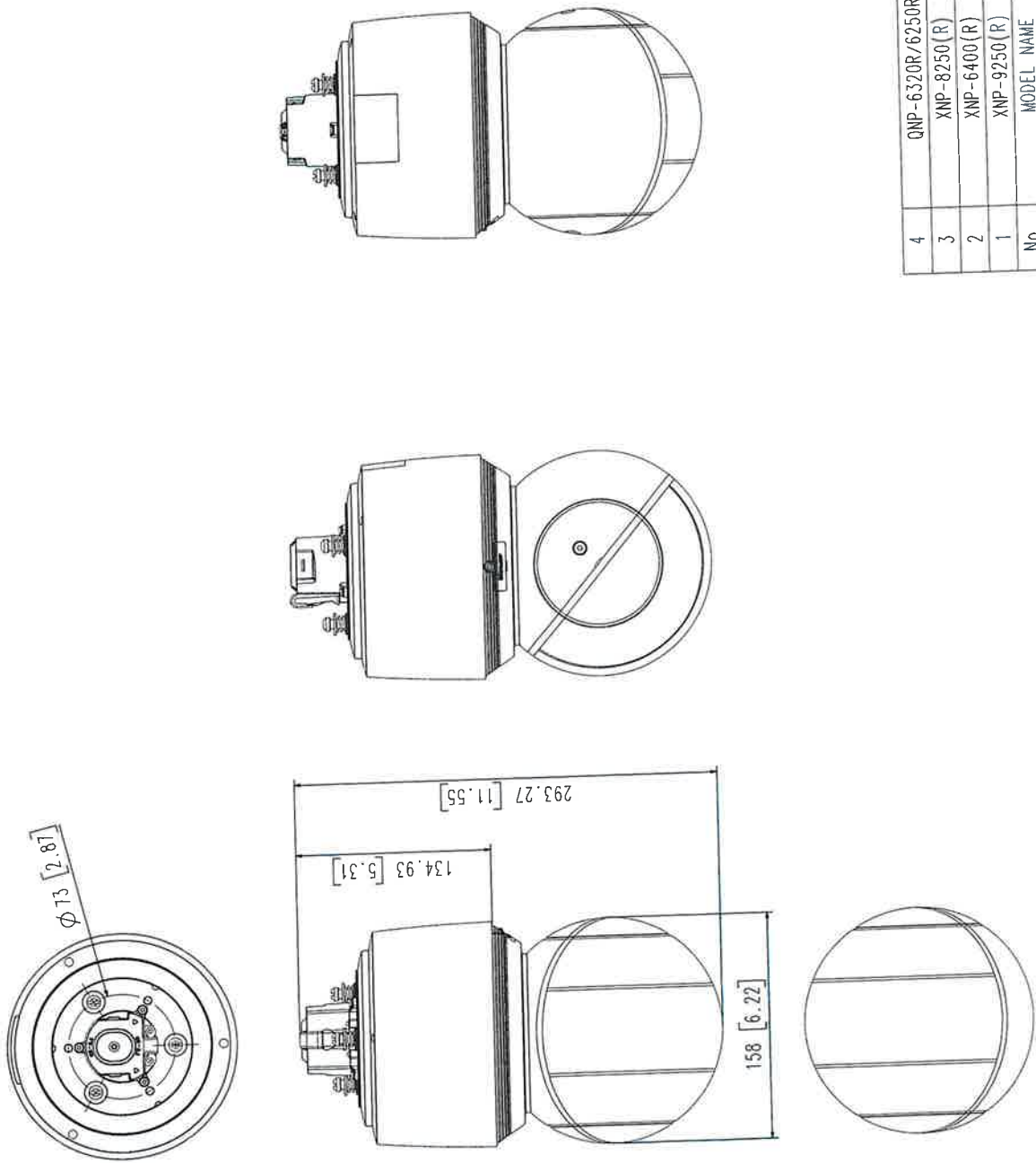
Camera Title	Displayed up to 85 characters
Direction Indicator	Support
Day & Night	Auto(ICR)
Backlight Compensation	BLC, HLC, WDR, SSDR
Wide Dynamic Range	120dB
Digital Noise Reduction	SSNR V
Digital Image Stabilization	Support(built-in gyro sensor)
Defog	Support
Motion Detection	8ea, 8point polygonal zones
Privacy Masking	32ea, Quadrangle Support - Color: Grey/Green/Red/Blue/Black/White - Solid/Mosaic
Gain Control	Low / Middle / High
White Balance	ATW / AWC / Manual / Indoor / Outdoor / Mercury / Sodium
Electronic Shutter Speed	Minimum / Maximum / Anti flicker (2~1/12,000sec)
Video Rotation	Flip, Mirror
Analytics	Directional detection, Motion detection, Enter/Exit, Tampering, Virtual line * Audio detection(with NW I/O Box)

Alarm Triggers	Analytics, Network disconnect * Alarm input(with NW I/O Box)
Alarm Events	File upload via FTP and e-mail Notification via e-mail SD/SDHC/SDXC or NAS recording at event triggers PTZ Preset Handover * Alarm output(with NW I/O Box)
IR Viewable Length	100m(328.08ft)
<b>Network</b>	
Ethernet	Metal shielded RJ-45(10/100BASE-T)
Video Compression	H.265/H.264,MJPEG
Smart Codec	Manual(5ea area), WiseStream II
Bitrate Control	H.264/H.265: CBR or VBR MJPEG: VBR
Streaming	Unicast(20 users) / Multicast (128 user) Multiple streaming(Up to 10 profiles)
Protocol	IPv4, IPv6, TCP/IP, UDP/IP, RTP(UDP), RTP(TCP), RTCP, RTSP, NTP, HTTP, HTTPS, SSL/TLS, DHCP, FTP, SMTP, ICMP, IGMP, SNMPv1/v2c/v3(MIB-2), ARP, DNS, DDNS, QoS, PIM-SM, UPnP, Bonjour, LLDP, SRTP
Security	HTTPS(SSL) Login Authentication Digest Login Authentication IP Address Filtering User access log 802.1X Authentication(EAP-TLS, EAP-LEAP)
Application Programming Interface	ONVIF Profile S/G/T SUNAPI(HTTP API) Wisenet open platform
<b>General</b>	
Webpage Language	English, Korean, Chinese, French, Italian, Spanish, German, Japanese, Russian, Swedish,, Portuguese, Czech, Polish, Turkish, Dutch, Hungarian, Greek
Edge Storage	Micro SD/SDHC/SDXC 1slot 256GB
Memory	1024MB RAM, 256MB Flash
<b>Environmental &amp; Electrical</b>	
Operating Temperature / Humidity	Normal : -35°C~+55°(-31°F ~ +131°F) / Intermittent : -40°C~+60°C(-40°F ~ +140°F) * Start up should be done at above -30°C Less than 95% RH(Non-condensing)
Storage Temperature / Humidity	-50°C~+60°C (-58°F~+140°F) / Less than 95% RH(Non-condensing)
Certification	IP66, IK10, NEMA4X
Input Voltage	PoE+(IEEE802.3at, Class4)
Power Consumption	Typ.14.7W, Max.25.5W Camera only
<b>Mechanical</b>	
Color / Material	Body : White / Aluminum Head : Black / Polycarbonate Hard-coated dome



RAL Code	RAL9003
Product Dimensions / Weight	Ø158x293.3mm / 3.1Kg
DORI (EN62676-4 standard)	
Detect (25PPM/ 8PPF)	Wide: 64.2m(199.1ft) / Tele: 1921.3m(6303.4ft)
Observe (63PPM/ 19PPF)	Wide: 24.3m(79.6ft) / Tele: 768.5m(2521.4ft)
Recognize (125PPM/ 38PPF)	Wide: 12.1m(39.8ft) / Tele: 384.3m(1260.7ft)
Identify (250PPM/ 76PPF)	Wide: 6.1m(19.9ft) / Tele: 192.1m(630.3ft)

- The latest product information / specification can be found at [hanwha-security.com](http://hanwha-security.com)
- Design and specifications are subject to change without notice.
- Wisenet is the proprietary brand of Hanwha Techwin, formerly known as Samsung Techwin.



4	QNP-6320R/6250R	'20.09.01
3	XNP-8250(R)	
2	XNP-6400(R)	
1	XNP-9250(R)	'20.11.06
No.	MODEL NAME	DATE
Unit: mm (inch)	SCALE: 1/2	© Hanuha Technwin

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## Product Brief / Mobile Networks / COR IBR900 Series



# COR IBR900 Series

Ruggedized LTE Router for In-Vehicle

The Cradlepoint COR IBR900 Series router offers a ruggedized 3G/4G/LTE networking platform designed to provide connectivity across a wide range of in-vehicle and mobile applications, including police and first responders, service and delivery vans, taxi and limo fleets and more.

With an embedded 600 Mbps modem for LTE Advanced, optional second modem, and Wave 2 dual-band, dual concurrent Gigabit WiFi, the IBR900 Series routers provide reliable 24x7 connectivity for both employees and devices, both inside and outside the vehicle.

Secure connectivity is provided by the zone-based object firewall native in NetCloud OS, and by optional CP Secure Threat Management for IPS/IDS. In addition, NetCloud Perimeter can provide a perimeter-secured overlay network for securely connecting in-vehicle IoT devices.

These cloud-managed routers support the Cradlepoint Extensibility Platform including the COR Extensibility Dock to enable dual modems and Router SDK to enable custom applications running directly on the router.



Cradlepoint COR IBR900 Series routers are sold in NetCloud Solution Packages for mobile networking applications.

### NetCloud Solution Packages include:

- + Award-winning remote cloud management and network intelligence with **NetCloud Manager**
- + Secure IoT networking with **NetCloud Perimeter** for perimeter-secured overlay networks
- + **24x7 Support and Limited Lifetime Warranty**
- + For business-critical in-vehicle applications that require 24x7 connectivity
- + High network availability & FirstNet-ready with 2nd modem in optional Extensibility Dock
- + Active GPS & easy integration into AVL systems (Automatic Vehicle Location)
- + Supports SIM-based Auto-Carrier Selection
- + Wave 2 dual-band, dual concurrent Gigabit WiFi for passenger & device connectivity
- + Ignition sensing & built-in transient & reverse polarity voltage protection
- + Ruggedized for vibration, shock, dust, splash & humidity
- + COR Extensibility Dock for increased availability & bandwidth
- + Supports NCM API to utilize router data in third party applications & network management tools

### Applications:



Police



First Responders  
(Fire/Ambulance)



Taxi



Service Van

## Product Brief / Mobile Networks / COR IBR900 Series

## Benefits

- + Multi-carrier 4G LTE support with dual-SIM capability
- + Supports Ethernet (T1, DSL, Cable, MetroE), WiFi as WAN, and Metro WiFi
- + Dual-modem capability for failover or load balancing
- + Ruggedized to ensure always-on connectivity
- + Monitor uptime with real-time alerts

- + Increase speed to deployment with "zero-touch" configuration
- + Configure, manage, troubleshoot remotely with NetCloud Manager
- + Create a perimeter-secured virtual overlay network in minutes with NetCloud Perimeter

- + Advanced security, VPN, and stateful firewall to protect sensitive data
- + Designed for PCI compliant network architectures
- + Cloud-managed security and content filtering (CIPA compliant)
- + FIPS 140-2 Inside versions available

- + Extensibility Dock: Add a second modem for highest availability
- + Router SDK: Support unique applications with custom scripts running on the router
- + NCM API: Utilize router data while maintaining single-pane-of-glass network management

## QUICK SPECS

Supports LTE Advanced	Yes (600 Mbps)
SD-WAN & Virtual Cloud Networking	Yes
SIM-Based Auto-Carrier Selection*	Yes†
Ports (LAN / WAN)	2 / 2 (GigE), +2 with Extensibility Dock (10/100)
Enterprise Grade Modems	Certified Embedded 4G LTE
Wireless Broadband Technology	LTE / HSPA+ or LTE / EVDO / HSPA+
WiFi	Dual-band, dual concurrent Gigabit WiFi (802.11 a/b/g/n/ac) Wave 2
GPS	Active GPS with TAIP, NMEA. AVL integration with NCM.
SIM Slots	2 (4 with Extensibility Dock)
Housing	Ruggedized
Operating Temperature	-22°F to +158°F (-30°C to 70°C)**
Supports Dual Modem	With Extensibility Dock
GPIOs	2 + 4 with 9 Wire GPIO Cable
Ignition Sensing / Sleep Mode	Yes
FirstNet Certified	Yes
FIPS 140-2 Inside	With FIPS 140-2 Inside SKUs

\*LPE versions support software defined radio.

\*\*Extended temp wall adapter required to support full range.

†Supports all major carrier/operators in N.America, Europe and Australia/New Zealand.

## Description

## Part Numbers

NetCloud Essentials for Mobile Routers (Prime) with IBR900-600M-NPS (no power supply)	MAX-0900600M-NNA
NetCloud Essentials for Mobile Routers (Prime) with IBR900LPE	MAX-0900LPE-VNA
NetCloud Essentials for Mobile Routers (Prime) with IBR900 (no modem)	MAX-0900NM-ONA

x = 1, 3, or 5 years

## Comprehensive 24x7 Support &amp; Limited Lifetime Warranty

24x7 Support is included in all NetCloud Solution packages (Phone Support: 24 hour weekdays with Emergency response on weekends, Web: 24x7, Chat: 24x5). IT professionals have access to our networking experts who can expedite issue resolution and help maximize operational efficiency. When your applications are mission-critical, you're covered by Cradlepoint Global Support and Limited Lifetime Hardware Warranty.

For more information, visit [cradlepoint.com/support-services](https://cradlepoint.com/support-services).

FOR MORE INFORMATION, VISIT [CRADLEPOINT.COM/IBR900](https://cradlepoint.com/ibr900) OR CONTACT SALES TO REQUEST A FIELD TEST.

**DURABOOK**  
Prepared for the Unexpected



## S14I Laptop

One Step Above Semi Rugged

- 14.0" FHD DynaVue® SR display with 1000 nits
- 11th Generation Intel® Core™ Processor
- Wireless Wi-Fi 6 AX201 and Bluetooth® V5.2
- Up to 20 hrs. with 2nd battery
- Dedicated GPS and 4G LTE WWAN
- Customizable multimedia bay





# S14I Specifications



## DURABILITY

- MIL-STD 810H certified (Drop, Shock, Vibration, Rain, Dust, Altitude, Freeze/Thaw, High/Low Temperature, Temperature Shock, Humidity)
- 4' drop 26 faces
- IP 53 certified
- Aluminum-magnesium alloy chassis
- Port covers
- Removable quick-release battery and storage drive
- Optional sunlight readable display
- Optional swappable battery technology

## OPERATING SYSTEM

Windows® 10 Pro 64-bit

## PROCESSORS

- Intel® Core™ i7-1185G7 vPro™ (11th Gen) 3.0GHz processor with Turbo Boost Technology up to 4.8GHz, 12MB cache
- Intel® Core™ i7-1165G7 (11th Gen) 2.8GHz processor with Turbo Boost Technology up to 4.7GHz, 12MB cache
- Intel® Core™ i5-1145G7 vPro™ (11th Gen) 2.6GHz processor with Turbo Boost Technology up to 4.4GHz, 8MB cache
- Intel® Core™ i5-1135G7 (11th Gen) 2.4GHz processor with Turbo Boost Technology up to 4.2GHz, 8MB cache
- Intel® Core™ i3-1115G4 (11th Gen) 3.0GHz processor with Turbo Boost Technology up to 4.1GHz, 6MB cache

## GRAPHICS

i7/i5 : Intel® Iris® Xe Graphics  
i3 : Intel® UHD Graphics  
Optional NVIDIA® GeForce GTX 1050<sup>1,8</sup>

## MEMORY

2 slots 8GB up to 64GB (2400-3200MHz DDR4)

## STORAGE

- 256GB NVME PCIe SSD
- Optional 512GB/1TB PCIe SSD
- Optional OPAL 2.0 SSD
- Optional 2nd/3rd storage (SATA SSD)<sup>2</sup>

## DISPLAY

- 14.0" FHD (1920 x 1080)
- Optional 1000 nits DynaVue® sunlight readable display without touch screen
- Optional 1000 nits DynaVue® sunlight readable display with capacitive multi-touch screen
- User selectable touch mode for Finger/Water, Glove, or Stylus programmable function

## AUDIO

- Optional integrated microphone<sup>3</sup>
- Intel® High Definition Audio Compliant
- Integrated speaker x 2
- Keyboard volume and mute controls

## CAMERA

- Optional integrated 2.0 MP web-cam with shutter design
- Optional IR camera for Windows Hello<sup>2</sup>

## KEYBOARD & INPUT

- 2 user-definable keys (P1/P2)
- RF signal slide-switch
- Standard membrane keyboard with optional LED backlight

## COMMUNICATIONS

- Integrated 10/100/1000 Ethernet
- Intel® Wi-Fi 6 AX201 (802.11a/b/g/n/ac/ax)
- Bluetooth® V5.2
- Optional dedicated GPS module (UBLOX-NEO-M8N)
- Optional 4G LTE multi-carrier mobile broadband
- Optional RF antenna pass-through for GPS, WWAN, and WLAN

## SECURITY

- Intel® vPro™ Technology (per CPU options)
- TPM 2.0
- NIST BIOS compliant
- Easy removable SSD
- Stealth mode
- Kensington lock
- Optional smart card reader<sup>4</sup>
- Optional Windows Hello<sup>2</sup>
- Optional night vision mode<sup>5</sup>
- Optional fingerprint scanner
- Optional HF RFID/NFC reader<sup>2,4</sup>

## I/O INTERFACES

- USB 3.2 Gen 2 (type A) x 2
- USB 3.2 Gen 2 (type C) x 1 (support DP)
- USB 2.0 (type A) x 1
- Audio in/out (combo jack) x 1
- SD card (SDXC) x 1
- 10/100/1000 Ethernet (RJ45) x 1
- VGA port (D-sub, 15-pin) x 1
- HDMI port (type A) x 1
- Serial port (RS232/RS422/RS485 : D-sub, 9-pin) x 1
- SIM card x 1
- DC-In jack x 1
- Optional smart card reader x 1<sup>4</sup>
- Optional docking connector (41-pin Pogo) x 1
- Optional RF antenna pass-through for GPS, WWAN, and WLAN

## MEDIA BAY (One Option Only)

- Optional DVD super multi
- Optional 2nd battery
- Optional media bay storage (SSD)<sup>2</sup>
- Optional ExpressCard 54 x 1 or PCMCIA Type II x 1<sup>1,2</sup>
- Optional 2nd RJ45 and 2nd serial port (RS232)<sup>1,2</sup>

## POWER

- AC adapter : 100-240V, 50Hz-60Hz, 90W
- Optional AC adapter (100-240V, 50Hz-60Hz, 120W), with NVIDIA® VGA
- Main battery Li-Ion, 10.8V, 4700mAh, 10 hours<sup>6</sup>
- Optional 2nd battery Li-Ion 10.8V, 4700mAh, 10 hours<sup>6</sup>
- Optional bridge battery : 5 minutes swap time<sup>7</sup>

## ENVIRONMENT

- Temperature  
Operating : - 20°C ~ 60°C / - 4°F ~ 140°F  
Storage : - 51°C ~ 71°C / - 60°F ~ 160°F
- Humidity : 5% ~ 95%

## DIMENSION & WEIGHT

- 350 mm (L) x 282 mm (W) x 38 mm (H)<sup>8</sup>
- 2.3 kg<sup>8</sup>

## WARRANTY

3-year limited warranty standard

1. Not available in combination with Intel® Core™ i3-1115G4
2. Contact your sales representative for feature availability
3. Integrated microphone is available only with web-cam
4. RFID/NFC and smart card reader are mutually exclusive
5. Night vision mode is available only for sunlight readable display
6. Tested using the MobileMark 2014 battery life benchmark. Results may vary under different situations including hardware configuration, software, operating conditions, power management settings and other factors
7. The system will stay operating (within 300 seconds in standby mode) when user swaps the battery
8. Weight varies with options. The dimension with optional discrete VGA is 61mm/2.4" (H)

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## PRODUCT SPECIFICATIONS

## SPEEDALERT 18 RADAR MESSAGE SIGN

ALL TRAFFIC  
SOLUTIONS

## SpeedAlert Radar Message Sign

- **SpeedAlert 18 (SA18):** 18"x28" full matrix  
(SpeedAlert 24 (SA24) 24" x 60" full matrix also available – see separate SpeedAlert 24 Spec Sheet)
- Size and weight without battery
  - 30"x20"x2.74", 29 lbs.
- Full matrix display
- **Universal Mounting System:** Attach to pole, trailer or vehicle hitch mount
- Integral camera for awareness and alert triggered images: 640x480 pixel daylight images
- Internal K band radar with adjustable sensitivity
- Meets MUTCD Specifications

## SpeedAlert Operation Modes

- **Message Mode:** Display one message, up to six (6) screens
- **All Messages:** Sequence all messages in sign memory
- **Speed Display:** Display approaching vehicle's speed
- **Dependent Message:** Display targeted messages based upon vehicle's speed, up to six (6) screens per message
- Changeable speed limit sign
- **Stealth or Display Off:** Collect traffic speed and volume data with no LED display
- **Schedule:** Change message and/or mode up to 13 times/day
- Collect vehicle volume by speed and time data in all modes
- Sign returns to last mode and configuration when power applied

## SpeedAlert Programming Methods

On-Board Programming (standard on all units)

- Select operation mode
- Set Speed Limit
- Select message from sign's memory



## TraffiCloud™ Web-based Remote Management Services

Remote Management using integral cell modem (See *TraffiCloud specification for more information*):

- Turnkey system. Remote connectivity functional upon ship. Unit connects to TraffiCloud Service when sign powered
- Fully hosted web-based management system
  - Internet connected computer with browser provides anywhere access on all connected devices with browser
  - No IT involvement or support necessary. System bypasses customer network eliminating access issues
  - Cellular provided by ATS, no separate cellular charges
  - Hosted database requires no setup or maintenance by customer

**Product Specification: SpeedAlert 18 Radar Message Sign**

Engineered and manufactured in the United States of America



SpeedAlert 18 with yellow wrap



SpeedAlert 18 without wrap



SpeedAlert 18 on ATS-5 Trailer

## Apps – All apps included in Traffic Suite

- **Equipment Management:** Online sign management - change messages and settings remotely
- **Reporting:** Online data retrieval, management and analysis, Enhanced report generation
- **Image Management:** Online image retrieval and management of images from sign's internal camera
- **Alerts:** Notifications for low battery and tampering, high speed and congestion; Alerts can include images
- **Mapping:** Visually manage equipment and data
  - PremierCare perpetual warranty

## ATS PC Sign Manager

Local Management using PC with USB connection standard with all signs, Bluetooth optional

- PC based client software
- Connect to sign via USB or Bluetooth (Optional)

### ATS Android App: Local Management (Optional):

- Android OS wireless Bluetooth control local to unit
- Android device can be phone or WiFi device with Bluetooth

### Local Management Features: (PC and Android)

- Create and change messages, modes and settings
- Local data retrieval and management
- Local image retrieval and management from sign's internal camera
- Manage all unit settings, automatic sync with TrafficCloud Web-based Remote Management Service if subscribed
- All traffic data and messages saved for online management and backup
  - Retrieve data and save to TrafficCloud at no cost, generate limited reports online from hosted data. Extended reports available with TrafficCloud subscription
  - Create message and save to TrafficCloud library, messages available on all ATS Android App or PC Sign Manager devices with TrafficCloud subscription

**Product Specification: SpeedAlert 18 Radar Message Sign**

## SpeedAlert Messages

- **SA18:** 1-2 line messages
  - **1 Line:** 10 ¼" (H) x 5.75" (W) characters, four (4) per line
  - **2 lines:** 7" (H) x 4" (W) characters, six (6) per line
- Up to six (6) screens per message
- Full graphics capability, each LED individually controllable
- Variable display time, flash and reverse rates for each screen
- Scroll through 25 user defined onboard messages using selector buttons built into sign, no training necessary
- Ability to sequence messages for up to 144 screen animation
- Message power efficiency calculator in software
- Actual sign preview and unlimited message storage using TrafficCloud Web-based Remote Management Service, ATS PC Sign Manager or ATS Android app
- Messages on sign retained when power removed
- Sign returns to last message when power applied
- Conditional Messaging – Accept local or remote data and dynamically display messages driven off data, and/or incorporate into messages

## SpeedAlert Programming

Configure the following parameters via TrafficCloud Web-based Management System, ATS Android app or PC Sign Manager

- **Messages:**
  - Create and load message using 'Display Now' feature
  - Load 24 messages into sign's memory
  - Scroll messages in sign's memory
  - Display signs stored in TrafficCloud Web, ATS Android app or PC Sign Manager

- **Speeds:**
  - Speed limit
  - Maximum speed displayed
  - Display on/off/specific mph activation
  - Radar sensitivity (range)
  - **Speed Limit Sign Operation:** Change speed limit up to 13 times per day schedule
  - Metric capable display with hundreds digit
  - Set time via PC, Android or sync with cell signal (TrafficCloud)
  - Sign firmware field and remotely upgradeable

## Speed Dependent Message System

- **Different messages for each of five speed ranges:**
  - No cars
  - Cars ≤ speed limit
  - Cars > Speed Limit, < x
  - Cars > x < upper speed
  - Cars > upper speed
- Ranges dependent on speed limit setting only, so simple speed limit change adjusts all dependent message ranges
- Independent maximum speed displayed setting
- Speed dependent messages can be any SA18 messages, including:
  - 'YOUR SPEED' screen, 18" speed display digits
  - 'SPEED LIMIT' screen, 18" speed limit display digits

## Scheduling

- **All Days, Multiple Messages:** Schedule up to 50 different messages or modes for up to 13 different time periods in a 24 hour day, repeats in each 24 hour cycle
- **Seven Day, Multiple Messages:** Schedule different messages or modes for up to 13 different time periods in each 24 hour day for each of seven days, repeats in each seven day cycle; up to 50 different messages can be used over the seven day period
- All messages and scheduling reside on the sign – no external hardware necessary



**Product Specification: SpeedAlert 18 Radar Message Sign**

- Program schedule via TrafficCloud Web, ATS Android app or ATS PC Sign Manager, Save to load onto multiple signs
- Camera activation controlled in schedule windows
- Internal real time clock, time and schedule maintained with power disconnected

- Reports, automatic data collection (TrafficCloud Web-based Management Services)
  - Enhanced Summary with detail charts and graphs
  - Compliance by speed range with 3 ranges
  - Enforcement report showing highest speed and volume violators over selected locations
  - Effectiveness report showing program performance

**SpeedAlert Data Logging Option**

- Traffic reports generated using TrafficCloud Web-based Reporting app
- Collect data automatically with TrafficCloud Remote Management or locally with ATS Android app or PC Sign Manager
- Reports include tables and charts to address all constituents with the most applicable data presentation
- All reports exportable to excel, csv and pdf
- Automatic Data Collection – TrafficCloud Web
  - Data retrieval every 15 minutes – near real time reporting, memory never full
  - All data in one database for analysis filtered by location, date and time
  - Access reports from interactive map view by location
- **Local Data Collection:** ATS Android app or PC Sign Manager
  - All data hosted in online database for anywhere access
  - Download traffic data from sign with USB or Bluetooth connection
  - 30 days of high volume data minimum storage on sign, Data collection rolls over when memory reaches capacity
- **Reports, Local Data Collection:**
  - Summary page with average and 85th percentile speed, average daily volume, 10 mph pace speed, high and low speed, display mode
  - Traffic counts by speed range, full day and time of day over selected date range with 5 mph resolution
  - Vehicle counts by time range per day by hour
  - Vehicle counts by speed range and time of day

**Construction**

- 'YOUR SPEED' sign
  - High intensity prismatic reflective background
  - 24"x8"
  - 3.5" high MUTCD 'C' letters
- **LED Pixels:** Amber 595nm, 30 degree viewing angle, 100,000 hours, black background, (MUTCD compliant)
- **LED Density:** 0.6"x1" pitch, 18x48 pixel matrix
- **Radar:** K Band (24.15 GHz), FCC Certified, no license required, +/-1 mph accuracy, 12 degree square pickup area, range: 1500+ ft., 5-105 mph (8-150 kph)
- Conformal coating on all circuit boards
- Integral handle
- Weatherproof, NEMA 4, IP65 sealed
- ¼" Tinted, non-glare, UV stabilized polycarbonate face
- Drip proof, vented battery compartments (2)
- Aluminium chassis, 14 ga, white powder coat finish, black powder coat front for maximum contrast for display visibility
- Tamper resistant mounting hardware system, hardware, controls and battery access secured behind enclosure lock
- -40 to 160F operating temperature range, 95% humidity non-condensing (-20F for Bluetooth communication, 5F for internal camera)

**SpeedAlert Power**

- **Power Input, Max:** 12VDC, 3A max, 36W max
- Power saving circuitry and automatic dimming for ambient light conditions with adjustable dimming range and manual display brightness override

**Product Specification: SpeedAlert 18 Radar Message Sign**

- **SpeedAlert 18 Power Options:**

- 16Ah Li-Ion Battery with built-in short circuit and reverse polarity protection circuitry; 1.5A 12.8 VDC output, 120VAC input automatic charger; Capacity for up to 2 batteries in unit for extended portable use
- External Solar System: 50W or 90W solar panel and bracket, Solar controller panel with 26Ah lead acid battery; 6A 120VAC automatic charger optional
- Integrated Solar System: 50W or 90W solar panel and bracket, solar controller panel with two 16.5 AH lithium batteries
- 100-220VAC AC power supply (6A 12VDC) in external NEMA 4 enclosure
- ATS 5 Trailer: (batteries with optional solar assist: 235 or 470 Ah battery system, 40W or 60W solar option)
- ATS 3 Trailer: 90W Solar panel with Integrated Solar Sign
- Battery level indicator on sign, ATS Android App, ATS PC Sign Manager or TrafficCloud Remote Management
- Auto recovery for battery with solar

**Standard SpeedAlert System Components**

- SpeedAlert Radar Message Display SA18
- Tamper resistant mounting plate and hardware
- Key
- On-board controls
- ATS PC Sign Manager software with USB cable

**Optional SpeedAlert Components and Features**

- TrafficCloud Web-Based Remote Management Service
- ATS Android app, Bluetooth connectivity
- Padded carrying case
- Extra mounting brackets
- Speed activated relay closure
  - 7A, 30VDC or 7A 120VAC max, 100mA 5VDC min, no power supplied, simply a contact closure
  - Trigger relay at specified speed with configurable duration from 1 to 10 seconds per radar event

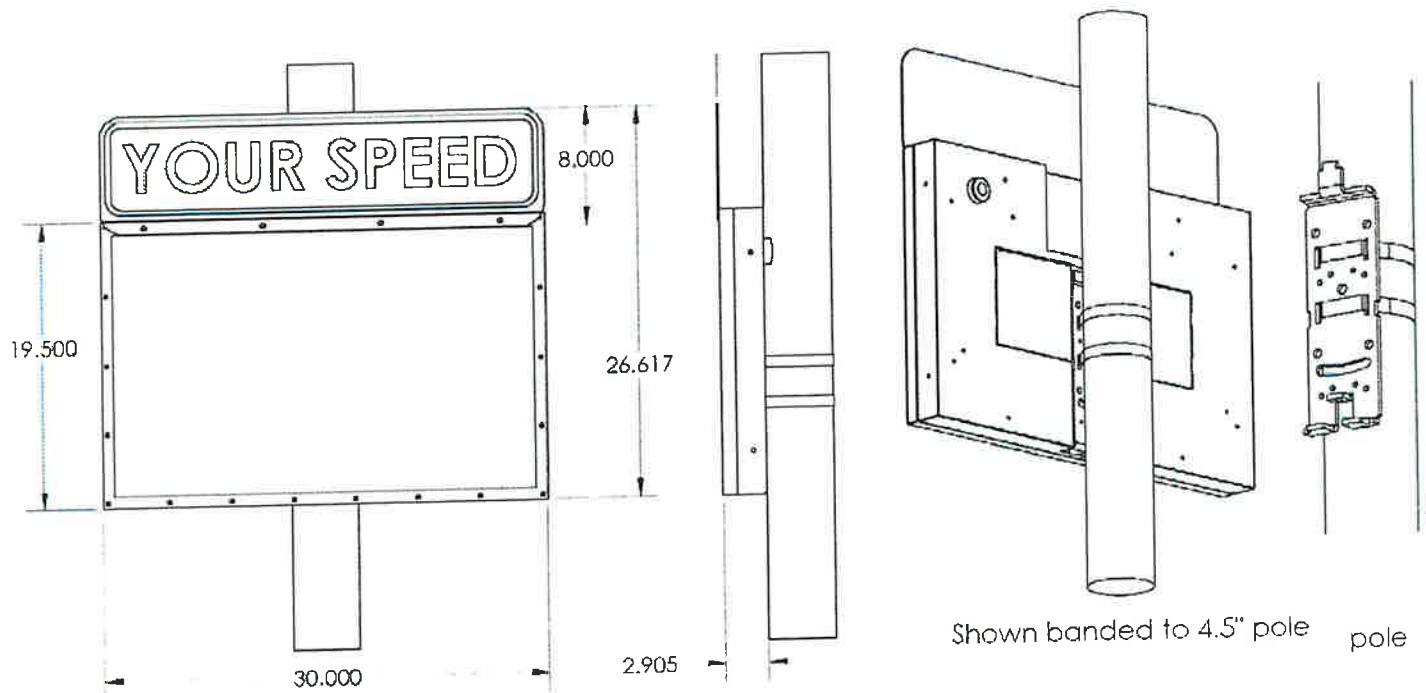
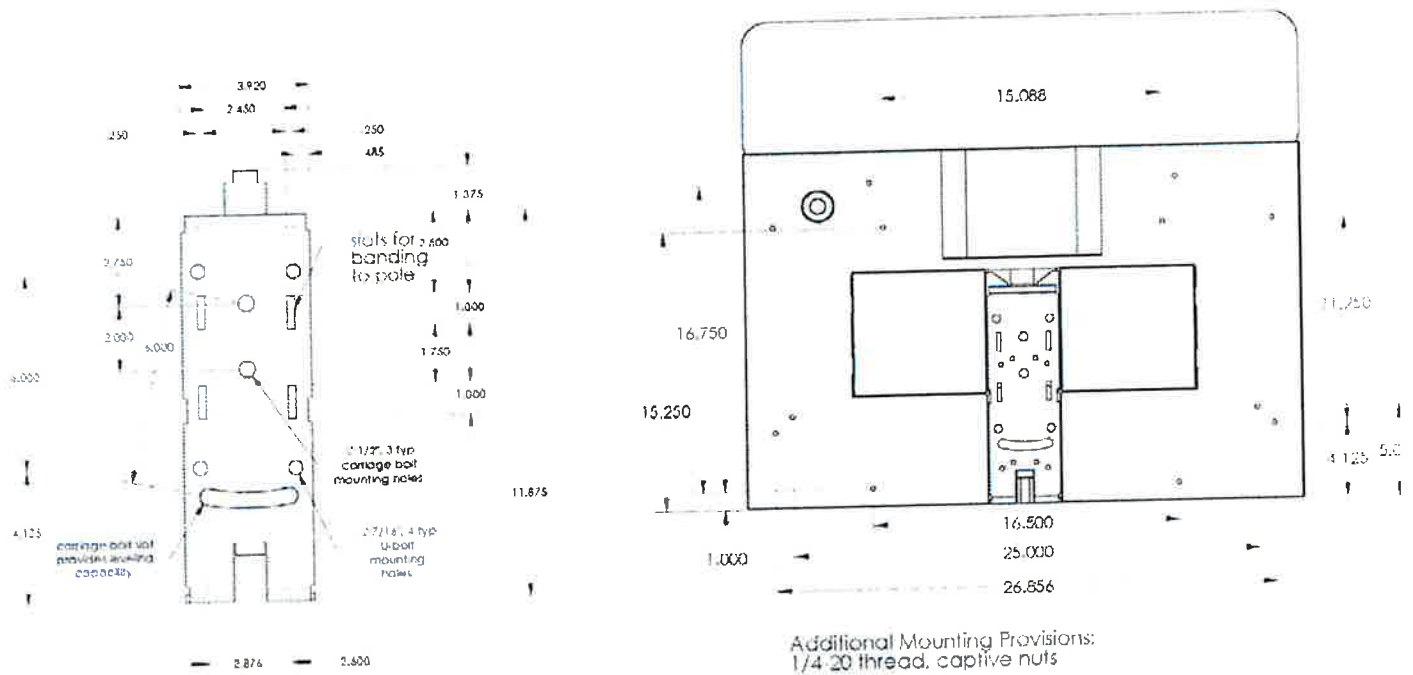
- **Tamper Alarm:** ATS 5 or ATS 3 trailer

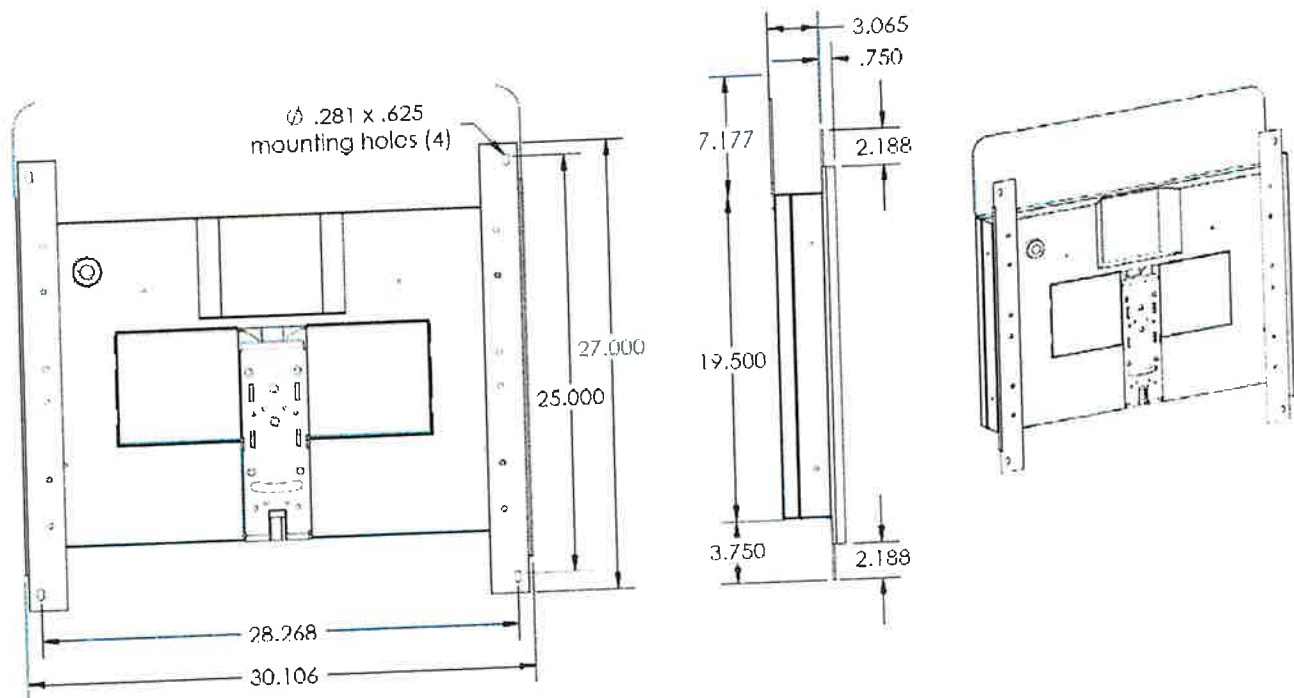
**SpeedAlert Mounting Options**

- Pole mount standard with included bracket, hardware
- NCHRP 350 approved on 4" pole (Letter SS-135)
- ATS 5 Trailer (refer to ATS 5 specifications for more information)
- ATS 3 Trailer (refer to ATS 3 specifications for more info)
- **Vehicle Hitch Mount:**
  - Mounts sign 30" to bottom of sign from receiver tube (final height dependent on receiver height)
  - Fits 1 1/4" or 2" receiver, adapter included, 1/2" hitch pin
  - Locking rotation adjustment on 15 degree increments over 180 degrees, +/- 5 degrees tilt
  - White powder coat finish with rear reflector
- **Standard Folding Portable Post:**
  - Folds for easy storage and portability
  - **IA18:** 60" to 73" to bottom, 80" to 93" to top of sign depending on leg positions
- Mounting provisions for permanent applications with 1/4-20 threaded holes

**Warranty**

- 1-year warranty (three months on Li-Ion batteries)
  - Product software upgrades free
- PremierCare, included with TrafficCloud Web Subscription
  - Perpetual warranty for the duration of subscription
  - Accessories, vandalism and accidental damage (non-warranty) at 50% off list price

**Product Specification: SpeedAlert 18 Radar Message Sign****SpeedAlert 18 Dimensions****SpeedAlert 18 Mounting Bracket and Mounting Holes**

**Product Specification: SpeedAlert 18 Radar Message Sign****SpeedAlert 18 with Trailer Mounting Brackets Installed  
– For Installation on Existing Trailers for Trade In**

For more information visit us online



sales@alltrafficsolutions.com



Call us at 866.366.6602

All Traffic Solutions, 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151

All Traffic Solutions TrafficCloud leverages our patented technology (US Patents 8417442; 8755990; 9070287; 9411893) to deliver unique cloud-based management, features and functionality. TrafficCloud is a registered trademark of All Traffic Solutions.

**ALL TRAFFIC**  
SOLUTIONS







## **AXIS C1310-E Network Horn Speaker**

### Outdoor speaker for clear long-range speech

AXIS C1310-E Network Horn Speaker is perfect for outdoor environments in most climates. It allows users to remotely warn off intruders before they commit a crime, to deliver instructions during an emergency or to make general voice messages. Built-in memory supports pre-recorded messages, or security personal can respond to notifications with live speak. Digital signal processing (DSP) ensures clear sound. Open standards support easy integration with network video, access control, analytics, and VoIP (supporting SIP). AXIS C1310-E is a standalone unit that can be placed almost anywhere, which supports a flexible, scalable and cost-effective approach to system design.

- > All-in-one speaker system
- > Connects to standard network
- > Simple installation with PoE
- > Remote health testing
- > Two input/outputs (GPIO)



## AXIS C1310-E Network Horn Speaker

### Audio

Audio streaming	One-way/two-way <sup>a</sup> (mono)
Audio compression	AAC LC 8/16/32/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Axis $\mu$ -law 16 kHz, WAV, MP3 in mono/stereo from 64 kbps to 320 kbps. Constant and variable bit rate. Sampling rate from 8 kHz up to 48 kHz.
Audio input/output	Built-in microphone (can be disabled mechanically)
Built-in microphone specification	50 Hz – 12 kHz
Speaker	
Max sound pressure level	>121 dB
Frequency response	280 Hz – 12.5 kHz
Coverage pattern	70° horizontal by 100° vertical (at 2 kHz)
Amplifier	
Amplifier description	Built-in 7 W Class D amplifier
Network	
Security	Password protection, IP address filtering, HTTPS <sup>b</sup> encryption, IEEE 802.1X <sup>b</sup> network access control, Digest authentication, User access log
Supported protocols	IPv4/v6, HTTP, HTTPS <sup>b</sup> , SIP, SSL/TLS <sup>b</sup> , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP <sup>TM</sup> , SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, SOCKS, SSH

### System integration

Application Programming Interface	Open API for software integration, including VAPIX <sup>®</sup> , AXIS Video Hosting System (AVHS) with One-click Connection, AXIS Camera Application Platform (ACAP).
Audio synchronization	Built-in audio synchronization <sup>c</sup> for up to 50 speakers with unicast and hundreds of speakers with multicast. No additional speaker management software or hardware required.
Voice announcement	Up to 50 pre-recorded voice announcements. Voice announcement through built-in SIP support for connection to any IP telephone / VoIP system and VAPIX support.
VoIP	Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX. Tested with: SIP client such as Cisco and Grandstream and PBX suppliers such as Cisco and Asterisk. Supported SIP features: secondary SIP server, IPv6, SRTP, SIPS, SIP TLS, DTMF (RFC2976 and RFC2833), NAT (ICE, STUN, TURN) Supported codecs: PCMU, PCMA, opus, L16/16000, L16/8000, speex/8000, speex/16000, G.726-32
Intelligent audio	Auto Speaker Test
Event triggers	Virtual inputs, External input Call: DTMF, State changes, AXIS Camera Application Platform (ACAP)
Event actions	File upload: HTTP, network share and email Notification: email, HTTP and TCP Play audio clip Perform Auto Speaker Test Send SNMP trap Status LED
Built-in installation aids	Test tone verification and identification
Functional monitoring	Auto Speaker Test, Connection verification, Built-in system logging

### General

Casing	Impact-resistant aluminum, IP66-, IP67-, NEMA 4X-rated, and MIL-STD-810G 509.5-rated.
Memory	256 MB RAM, 512 MB Flash
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 (max. 12.95 W)
Connectors	RJ45 10BASE-T/100BASE-TX PoE I/O: 4-pin 2.5 mm terminal block for one input and one output
Operating conditions	-40°C to 60 °C (-40 °F to 140 °F) Humidity 10-100% RH (condensing)
Approvals	EMC EN 55032 Class B, EN 50121-4, IEC 62236-4, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class B, ICES-3(B)/NMB-3(B), VCCI Class B, RCM AS/NZS CISPR 32 Class B, KC KN32 Class B, KC KN35 Safety IEC/EN/UL 62368-1, IEC/EN/UL 60950-22 Environment IEC/EN 60529 IP67, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66, NEMA 250 Type 4X, MIL-STD-810G 509.5
Dimensions	Without bracket: 164 x 225 x 250 mm (6 1/2 x 8 7/8 x 9 7/8 in.) With bracket: 164 x 225 x 305 mm (6 1/2 x 8 7/8 x 12 in.)
Weight	1.3 kg (2.9 lb.)
Included accessories	Installation Guide, AVHS Authentication Key, AXIS Camera Station license key, AXIS Connector Guard A, Cable shoe
Optional accessories	AXIS T91B47 Pole Mount, AXIS T91F67 Pole Mount, Cable Gland M20x1.5, RJ45, Cable Gland A M20, AXIS Power over Ethernet Midspans, T94R01B Corner Bracket, T94P01B Corner Bracket, T94S01P Conduit Back Box
Video management software	AXIS Camera Station, Video management software from Axis' Application Development Partners available on <a href="https://axis.com/techsup/software">axis.com/techsup/software</a>
Languages	English, German, French, Spanish, Italian
Warranty	Axis 3-year warranty and AXIS Extended Warranty option, see <a href="https://axis.com/warranty">axis.com/warranty</a>

- a. This product supports two-way audio for sending audio to the speaker and receiving audio from the microphone. The product does not support two-way communication for conversations with speaker operators.  
b. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. ([www.openssl.org](https://www.openssl.org)), and cryptographic software written by Eric Young ([eyay@cryptsoft.com](mailto:eyay@cryptsoft.com)).  
c. Audio synchronization with IPv4 only.

Environmental responsibility:

[axis.com/environmental-responsibility](https://axis.com/environmental-responsibility)

# Compliance Matrix



1/9/2023

Customer: City of San Fernando Police Department

Project: Mobile Trailer

Sealed Bid for Police Department ALPR

ITEM #	DESCRIPTION	COMPLIANCE*				COMMENTS
		EX	F	P	N	
Portable Mobile Surveillance Trailer						
1.	Telescoping mast of at least 20'	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The trailer includes a 25' telescoping mast with electric winch.
2.	900 AH batteries	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	1140 solar watt panel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	DOT approved lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Anti-theft measures including locking compartments and wheel lock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	24V DC 35 Watt DC to DC switch	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	24VDC Dual Channel HI POE 70W	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dual Automated License Plate Reader (ALPR) Cameras						
8.	4k resolution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Infrared (IR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10.	LPR	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Independent, contract free storage (no ongoing subscription fees)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The MVT-3001 trailer includes two (2) 4K LPR cameras with redundant on-camera storage of up to 10,000 vehicle images. The camera includes embedded Wisenet Road AI application. Software application is pre-installed and includes perpetual licensing for lifetime support and upgrades at no additional charge.
Dual Video Cameras						
12.	2MP resolution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13.	At least 32 X IR PTZ	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Look up tilt 360 degrees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ruggedized Cellular Router Kit						
15.	Connectivity across variety of mobile applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16.	16 port network switch	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The MVT-3001 includes two 8-Port Hardened Industrial Gigabit Ethernet

Version: 1.0

\*COMPLIANCE: EX=EXCEEDS; F=FULLY; P=PARTIALLY; N=NON CONFORM

Page: 1

# Compliance Matrix



Sealed Bid for Police Department ALPR

1/9/2023

Customer: City of San Fernando Police Department

Project: Mobile Trailer

ITEM #	DESCRIPTION	COMPLIANCE*				COMMENTS
		EX	F	P	N	
						Switches. One switch is installed in the body of the trailer and the other switch is installed inside the camera box at the top of the mast. Having individual hardened 8-Port switches in the camera box and trailer body provides redundancy, allows for a smaller installation footprint, and provides the flexibility to expand the system with additional networked equipment in both the camera and trailer cabinet enclosures.
<b>Network Video Recorder</b>						
17.	Ruggedized 8 GB Laptop server with configuration					The proposal includes a Rugged Onboard Network Video Recorder with the following specifications: <ul style="list-style-type: none"> <li>• 8th Generation Intel® Core™ i5 Processor</li> <li>• Windows 10 Pro 64 Operating System</li> <li>• 8 GB DDR4 2666MHz</li> <li>• 14.0" FHD WVA (1920 x 1080) anti-glare non-touch display</li> <li>• MIL-STD 810G graded for extreme ruggedness and reliability</li> <li>• 256 GB Solid State Drive for software + 2TB video storage</li> </ul>
18.	Remote monitoring					
19.	Video software preloaded					Wisenet WAVE video management software is pre-installed on the Network Video Recorder. Software includes perpetual licenses for lifetime support



# Compliance Matrix



Sealed Bid for Police Department ALPR

1/9/2023

Customer: City of San Fernando Police Department

Project: Mobile Trailer

ITEM #	DESCRIPTION	COMPLIANCE*				COMMENTS
		EX	F	P	N	
						and upgrades at no additional charge. All video surveillance and LPR cameras, and lighting/audio options can be accessed/monitored using the unified Wisenet WAVE VMS platform.
20.	2 TB video storage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
21.	Windows 10 operating system	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Radar with Programmable Message Board						
22.	Internal K band radar	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	The SpeedAlert Radar Message Sign combines radar feedback and display with variable messaging, giving you the ability to use the trailer for a variety of different applications (e.g. traffic calming, Amber alerts, weather alerts, road/lane closures, roadway construction, etc.).
23.	Radar and message capability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Fisheye Camera						
24.	Infrared	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
25.	Various detection abilities to prevent theft or tampering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Additional Specifications						
26.	Lighting with Remote Operation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting and speaker options can be remotely operated using the same Wisenet WAVE software used to monitor the LPR and video surveillance cameras.
27.	Speaker with Remote Operation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
28.	Color: white	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
29.	Hardware and software warranties, all required mounting brackets included	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	All hardware components are covered by IVC's standard one-year warranty. Components also include additional

## Compliance Matrix



1/9/2023

Customer: City of San Fernando Police DepartmentProject: Mobile Trailer

Sealed Bid for Police Department ALPR

ITEM #	DESCRIPTION	COMPLIANCE*				COMMENTS
		EX	F	P	N	
						warranty coverage under the manufacturer's warranty. Warranty periods for each component are noted in the attached "Equipment Proposal".

Version: 1.0

\*COMPLIANCE: EX=EXCEEDS; F=FULLY; P=PARTIALLY; N=NON CONFORM

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# THE CITY OF SAN FERNANDO

## CITY COUNCIL

MAYOR  
CELESTE T. RODRIGUEZ

January 9, 2023

VICE MAYOR  
MARY MENDOZA

### **RFP FOR POLICE DEPARTMENT PURCHASE OF A MOBILE AUTOMATED LICENSE PLATE READER (ALPR) TRAILER WITH RELATED EQUIPMENT AND ACCESSORIES. ADDENDUM NO.1**

COUNCILMEMBER  
JOE FAJARDO

Question No. 1: "We are reviewing your RFP for ALPR Trailers and need more information on the lighting and speaker requirements. Any specifications or details on how this will be used is appreciated."

COUNCILMEMBER  
GINDY MONTANEZ

Response No. 1: With regard to the lighting, we are looking for a system that is operated remotely and can provide illumination on the trailer to ensure high visibility and to prevent theft and tampering. Regarding the speaker, we are looking for a system that can broadcast pre-recorded as well as live messages from the trailer.

COUNCILMEMBER  
MARY SOLORIO

Question No. 2: "Regarding the below requirement. Is your indication that ALPR data storage is to be in the Cloud, on the City's infrastructure or on the Trailer itself? "Independent, contract free storage (no ongoing subscription fees)"

Response No. 2: The ALPR data would be stored within the ALPR cameras and on the lap top.

## **POLICE DEPARTMENT**

910 FIRST STREET  
SAN FERNANDO  
CALIFORNIA  
91340

Question No. 3: "Are there any existing ALPR technologies such as software or server systems which this ALPR Trailer needs to be compatible with? If so which manufacturer and software suite or platform?"

Response No. 3: At present, our ALPR server is not functioning which is why we are interested in the remote storage.

OFFICE OF THE  
POLICE CHIEF  
(818) 898-1250

Question No. 4: "What if any are the existing video management system(s) which the video cameras need to be compatible with?"

DETECTIVE DIVISION  
(818) 898-1256

Response No. 4: Currently we utilize a system called OCCULARIS for our video management, however the trailer would be independent of that.

PATROL DIVISION  
(818) 898-1267

RECORDS DIVISION  
(818) 898-1281

SUPPORT SERVICES  
DIVISION  
(818) 898-1267

WWW.SFCITY.ORG

**RFP FOR POLICE DEPARTMENT PURCHASE OF A MOBILE AUTOMATED LICENSE PLATE  
READER (ALPR) TRAILER WITH RELATED EQUIPMENT AND ACCESSORIES CONTACT**

RESPONSE TO QUESTIONS

ADDENDUM NO.1

Page 2 of 2

---

Question No. 5: "Where are the video recordings intended to be stored? Such as in the Cloud, on the City's in fracture or on the Trailer itself? Or is this up to the bidder's discretion based on best practices?"

Response No. 5: The camera data would be stored on the trailer itself and the laptop. This enables the trailer to be deployed to our regional partners (surrounding police departments) if needed.

Question No. 6: "Is there a preference for the brand of Ruggedized Laptop?"

Response No. 6: No preference for the ruggedized laptop as long as it is durable, contains the required memory and has a warranty.

Question No. 7: "Is there a preference for the brand of Ruggedized Modem?"

Response No. 7: We currently use the Cradlepoint IBR series here at the PD in our police vehicles.

Addendum #1  
Received + Reviewed  
Jennifer Williams



**RESOLUTION NO. 8064**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2020-2021 ADOPTED ON JULY 1, 2020**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2020-2021, commencing July 1, 2020, and ending June 30, 2021; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2020.

**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:

**ACCEPTANCE OF URBAN AREA SECURITY INITIATIVE (UASI) 20 GRANT FUNDS**

Fund 110-220-3662-4500

Increase in Expenditures: \$ 98,334

Fund 110-3696-3662:


Increase in Revenues: \$ 98,334

**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 3<sup>rd</sup> day of May 2021.**

**ATTEST:**

  
Julia Fritz, City Clerk

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

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. 8064 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 3<sup>rd</sup> day of May, 2021, by the following vote of the City Council:

**AYES:** Rodriguez, Montañez, Mendoza, Ballin - 4

**NAYS:** None

**ABSENT:** Pacheco - 1

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 7<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Julia Fritz, City Clerk



### **SUBAWARD AGREEMENT**

Subrecipient: City of San Fernando

Title: FY 2020 Urban Area Security Initiative (UASI) Grant Program

City Contract Number \_\_\_\_\_

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2020 Standard Assurances for all Cal OES Federal Grant Programs
- Exhibit C Financial Management Forms Workbook
- Exhibit D Modification Request and Reimbursement Request Forms
- Exhibit E CalOES Forms
- Exhibit F Grants Management Assessment Form

AGREEMENT NUMBER NO 1985 OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE CITY OF SAN FERNANDO

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of San Fernando ("San Fernando"), (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

**I. GENERAL INFORMATION**

**§1.1 Federal Award Information**

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2020 Urban Area Security Initiative Grant Program, FAIN # EMW-2020-SS-00032, CFDA #97.067, Federal Award Date October 23, 2020. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$56,236,000.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

**§1.2 Subaward Information and Period of Performance**

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$98,334.00**

Subaward Period of Performance ("Term"): **September 1, 2020  
to May 31, 2023**

Match Requirement: **None**

Subrecipient Identifier: **868471335**

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

### §1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: <a href="mailto:jeff.gorell@lacity.org">jeff.gorell@lacity.org</a>

Party:	City of San Fernando
Authorized Representative:	Nichole Hanchett, Lieutenant
Authorized Department:	San Fernando Police Department
Address, Phone, Fax, E-mail:	910 1st Street San Fernando, California 91340 Phone: (818) 898-1258 Email: <a href="mailto:nhanchett@sfcity.org">nhanchett@sfcity.org</a>

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

### §1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 20-1156) 3/24/21)

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

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## II. SUBAWARD TERMS AND CONDITIONS

### §2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2020 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2020 DHS Standard Terms and Conditions ("DHS Standard Conditions") (Exhibit A), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2020 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2020 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (Exhibit B), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (Exhibit C).

### §2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as Exhibit C. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as Exhibit D), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit E, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation ("EHP") request form, and (5) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES **prior** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.
- F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and

Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

## **§2.3 DHS and CalOES Requirements**

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
  3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:



1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and
  4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons

due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual*

*Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 20 Subaward:
  - 1. Subaward funding is subject to restricted drawdown for the duration of the Term;
  - 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting



- overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
  4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

#### **§2.4 Uniform Requirements for Federal Awards**

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City’s bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

**D. Financial Management and Internal Controls**

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (Exhibit G) to evaluate risk and determine grant funding eligibility.

**E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.**

**F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.**

**G. Property Standards**

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations

governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

**H. Procurement and Contracting Regulations**

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

**I. Financial and Performance Monitoring and Reporting**

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and

performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR §200.331(b).

**J. Record Retention and Access**

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

**K. Cost Principles**

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

**L. Audit Requirements**

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

**M. Closeout and Post Closeout**

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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### III. STANDARD PROVISIONS

#### §3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

#### §3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

#### §3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

#### §3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.



**§3.5 Excusable Delays**

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

**§3.6 Breach**

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**§3.7 Prohibition Against Assignment or Delegation**

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

**§3.8 Indemnification**

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

**§3.9 Subcontractor Assurances**

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

**§3.10 Remedies for Noncompliance**

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

**§3.11 Termination**

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the



Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

**§3.12 Amendments**

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

**§3.13 Complete Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ [Attorney]</p> <p>Date _____</p>	<p>For: CITY OF SAN FERNANDO</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_  
Council File/OARS File Number: C.F. #20-1156; Date of Approval: 3/24/21  
City Contract Number: \_\_\_\_\_

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**EXHIBIT A**

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# 2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

## **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

# 2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

# 2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

## VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

## XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

## XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

# 2020 DHS Standard Terms and Conditions

## **XIV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

## **XV. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

## **XVI. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

## **XVII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

## **XVIII. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

## **XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## **XX. Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.



# 2020 DHS Standard Terms and Conditions

## **XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **XXIII. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **XXIV. Notice of Funding Opportunity Requirements**

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **XXV. Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **XXVI. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **XXVII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



# 2020 DHS Standard Terms and Conditions

## XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

### 1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

### 2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area.

Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

# 2020 DHS Standard Terms and Conditions

## 4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## XXIX. Reporting Subawards and Executive Compensation

### 1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

# 2020 DHS Standard Terms and Conditions

- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrcs.gov>.

## 2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
- 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipients received—
    - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
    - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
  - 2) By the end of the month following the month in which this award is made, and annually thereafter.

## 3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
    - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

## 2020 DHS Standard Terms and Conditions

- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
  - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- 1) To the recipient.
  - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

#### 4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

#### 5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
  - 1) A governmental organization, which is a state, local government, or Indian tribe.
  - 2) A foreign public entity.
  - 3) A domestic or foreign nonprofit organization.
  - 4) A domestic or foreign for-profit organization.
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

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- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus*.
  - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
  - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### XXX. **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### XXXI. **Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

# 2020 DHS Standard Terms and Conditions

## XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

### 1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
  - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
  - 2) Procure a commercial sex act during the period that the award is in effect.
  - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
  - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

### 2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
  - 1) Associated with performance under this award; or
  - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

# 2020 DHS Standard Terms and Conditions

## 3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
  - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

## 4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
  - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
  - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

## XXXIII. Universal Identifier and System of Award Management

### 1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or



# 2020 DHS Standard Terms and Conditions

another award term.

## 2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

## 3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A governmental organization, which is a state, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.



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**XXXIV. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

**XXXV. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVI. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

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**EXHIBIT B**

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## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

### Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

**State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:**

### 1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

### 2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

### 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

#### 4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:



## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

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- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

### 6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

### 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;





## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

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- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.





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### 8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

### 9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

### 10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

### 11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

### 12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

### 13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

### 16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

### 17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

#### 18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

#### 19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

### HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

### 21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### 22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### 23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

### 24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### 26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### 27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

### 28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

### 29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.



## **Standard Assurances**

### **For Cal OES Federal Non-Disaster Grant Programs**

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#### **30. Non-supplanting Requirement**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **31. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### **32. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **33. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **34. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.





## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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#### 35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### 36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1](#), hereby incorporated by reference, which can be found at:  
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: Los Angeles / Long Beach UASI

Signature of Authorized Agent: *Gabriela Jasso*  
Gabriela Jasso (Jan 13, 2021 15:53 PST)

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance Date: 01/12/21



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**EXHIBIT C**

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May 3, 2021 CC/SA Agenda

CONTRACT NO. 1985

	Line #				Project Information										
National Priority	Project Letter	Item #	Sub- Line #	Mayor's Office ID #	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Master Item #'s Total Allocated
														\$56,236,000.00	\$56,236,000.00
	B	3	20	5	IJ-2	San Fernando	Police Department	Regional ALPR	UASI	LE	Equipment	CBRNE Search and Rescue Equipment	N/A	\$ 73,754.00	
	P	31	251	47	IJ-4	San Fernando	Police Department	Ballistic PPE	UASI	LE	Equipment	Personal Protective Equipment	N/A	\$ 24,580.00	

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**EXHIBIT D**

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May 3, 2021 CC/SA Agenda

CONTRACT NO. 1985

**LA/LB UASI Modification Request Form**

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.

**REQUIREMENTS FOR SUBMISSION:**

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 20
<i>Grant Specialist to complete</i>		<b>Summary and reason for modification request:</b>		<b>Are the modified ledgers attached electronically?</b>		<b>Will the project require approvals?</b>
Contract Amount	\$ -			Equipment Ledger		EHP
Revised Amount	\$ -			Training Ledger		Sole Source
Amendment Y/N?				Organization Ledger		EOC
25% Increase	\$ -			Planning Ledger		Watercraft
Council/14.8 Y/N?				Exercise Ledger		Aircraft

**Modified From:**

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
<b>Total:</b>											\$ -			

**Modified To:**

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
<b>Total:</b>											\$ -			

**MOPS Use Only:**

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes
FMU Verification-- Name	Date Reviewed	Modification #	Notes	

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**EXHIBIT E**

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**California Governor's Office of Emergency Services**

**AIRCRAFT/AVIATION-RELATED EQUIPMENT REQUEST**

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

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Project Amount: UASI \$ \_\_\_\_\_ SHSP \$ \_\_\_\_\_

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____ Aviation Related Equipment _____
---

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.
5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.
7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.
8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.
9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

**California Governor's Office of Emergency Services**

**WATERCRAFT REQUEST**

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

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Project Amount: UASI \$ \_\_\_\_\_ SHSP \$ \_\_\_\_\_

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____	Watercraft- Related Equipment _____
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2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.



**California Governor's Office of Emergency Services**

**WATERCRAFT REQUEST**

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

**California Governor's Office of Emergency Services**

**ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST**

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

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

Other Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ Cal OES ID# \_\_\_\_\_

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC \_\_\_\_\_

Alternate/Back-up/Duplicate EOC \_\_\_\_\_

2. Physical address of facility:

\_\_\_\_\_

3. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

\_\_\_\_\_

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's EOC in the table below.

- 6.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Standardized mapping software		

Standardized emergency management software		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
<b>TOTAL - EOC Supplies and Equipment</b>		

7. Explanation of “other” items:

8. Has your organization determined the costs are reasonable?

Submitted by: \_\_\_\_\_

(Name)

Date: \_\_\_\_\_

(Signature)

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115

Expiration: 4/30/2020

**Paperwork Burden Disclosure Notice**

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

**PRIVACY NOTICE**

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

**Directions for completing this form:** This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process.*** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<https://www.fema.gov/media-library/assets/documents/90195>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to [GPDEHPInfo@dhs.gov](mailto:GPDEHPInfo@dhs.gov). Please use the subject line: ***EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).***

## SECTION A. PROJECT INFORMATION

DHS Grant Award Number: \_\_\_\_\_

Grant Program: \_\_\_\_\_

Grantee: \_\_\_\_\_

Grantee POC: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Sub-Grantee: \_\_\_\_\_

Sub-Grantee POC: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Estimated cost of project: \_\_\_\_\_

Project title: \_\_\_\_\_

Project location (physical address or latitude-longitude): \_\_\_\_\_

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

## SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

## SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
  - a. Specify the equipment, and the quantity of each: \_\_\_\_\_
  - b. Provide the Authorized Equipment List (AEL) number(s) (if known): \_\_\_\_\_
  - c. Complete Section D.
2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
  - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): \_\_\_\_\_
  - b. Provide the location of the training (physical address or latitude-longitude): \_\_\_\_\_
  - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No
    - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): \_\_\_\_\_
    - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): \_\_\_\_\_
    - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? \_\_\_\_\_
    - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: \_\_\_\_\_
    - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): \_\_\_\_\_
  - d. Would any equipment or structures need to be installed to facilitate training? \_\_\_\_\_
    - If yes, complete Section D
3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**

4. ☐ **Generator installation.**

- a. Provide capacity of the generator (kW): \_\_\_\_\_
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): \_\_\_\_\_
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): \_\_\_\_\_
- d. Complete Section D.

5. ☐ **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): \_\_\_\_\_
- b. Provide technical drawings or site plans of the proposed project: ☐ Attached
- c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): \_\_\_\_\_
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: \_\_\_\_\_

**Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.**

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: \_\_\_\_\_
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: \_\_\_\_\_
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: \_\_\_\_\_
- e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires
- If guy wires are required, state number of bands and the number of wires per band: \_\_\_\_\_
- Explain why a guyed tower is needed to meet the requirements of this project: \_\_\_\_\_
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? \_\_\_\_\_
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): \_\_\_\_\_
- h. Describe the frequency and seasonality of fog/low cloud cover: \_\_\_\_\_



i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: \_\_\_\_\_

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

• Describe how presence/absence of bird roosts or rookeries was determined: \_\_\_\_\_

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: \_\_\_\_\_

l. Distance to nearest existing telecommunication tower: \_\_\_\_\_

m. Have measures been incorporated for minimizing impacts to migratory birds? ☐ Yes ☐ No

• If yes, Describe: \_\_\_\_\_

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ☐ Yes ☐ No

• If yes, provide Registration #: \_\_\_\_\_

• If no, why? \_\_\_\_\_

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ☐ Yes ☐ No

• If yes, Describe: \_\_\_\_\_

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ☐ Yes ☐ No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: \_\_\_\_\_

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: \_\_\_\_\_

b. Complete Section D.

## SECTION D. PROJECT DETAILS

Complete all of the information requested below.

### 1. ☐ Project Installation

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

- c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site:

### 2. ☐ Age of structure/building at project site

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/>

☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number:

3. ☐ **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: ☐ Required
  - Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
  - Labeled, color aerial photographs of the project site: ☐ Required
  - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
  - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ☐ Attached
- b. Are there technical drawings or site plans available? ☐ Yes ☐ No
- If yes, attach: ☐ Attached

**Appendix A has guidance on preparing photographs for EHP review**

4. ☐ **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- c. Was a NEPA document prepared for this project? ☐ Yes ☐ No
- If yes, what was the decision? (Check one, and please attach):
    - ☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
    - ☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: \_\_\_\_\_

Date Attached: \_\_\_\_\_

## **Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions**

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

### **Minimum requirements for photographs**

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

### **Best Practices**

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)<sup>1</sup> or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

### **Options for Creating Photographs**

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.<sup>1</sup> Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

## Appendix A. Supporting Photographs for EHP Grant Submissions

### Example Photographs

**Aerial Photographs.** The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

**Ground-level photographs.** The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.



Appendix A. Supporting Photographs for EHP Grant Submissions

**Ground-level photograph with equipment close-up.** Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV  
Camera

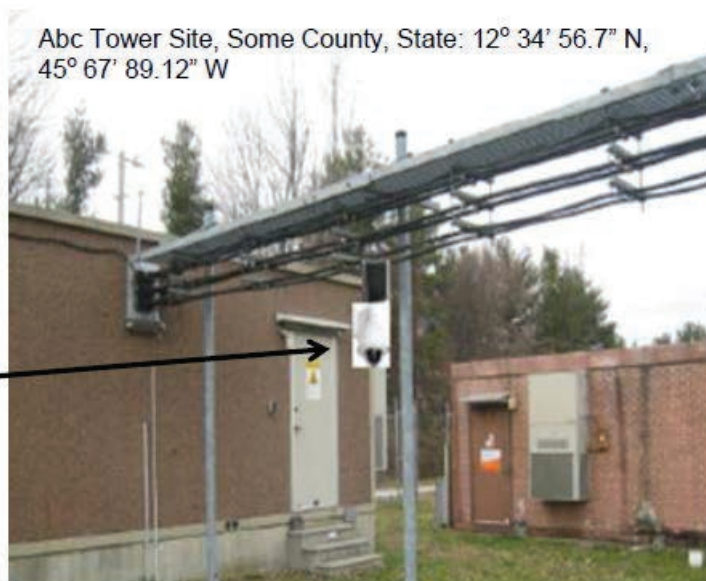


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

**Ground-level photograph with excavation area close-up.** The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Trenching from  
generator to  
building's  
electrical service:  
22 ft x 18 in x 6  
in.

Generator Pad,  
4 ft x 10 ft x 8 in



Figure 4. Ground-level photograph showing proposed ground disturbance area.

## Appendix A. Supporting Photographs for EHP Grant Submissions

**Communications equipment photographs.** The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.



Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

**Interior equipment photographs.** The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.



Figure 6. Interior photograph showing proposed location of new equipment.

**Ground-level photographs of nearby historic structures and buildings.** Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.



**Cal OES**  
GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES

CONTRACT NO. 1985

**REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION**  
**FOR USE WITH FY2020 AND PRIOR YEAR GRANT AWARDS ONLY**

<b>Grant Program:</b>		
<b>Grant Award No.(s):</b>		<b>FIPS #:</b>
<b>Subrecipient Name:</b>		
<b>If Subaward, list second-tier subrecipient:</b>		
<b>Project No.(s):</b>		
<b>Project Title(s):</b>		
<b>Requested Amount:</b>		<b>Contract Total:</b>
<b>Vendor:</b>		

Please complete the following questions based on the entity making the purchase.

1. **Describe what the proposed vendor/contractor will provide:**
  
2. **Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?**  
  
☐ Yes      ☐ No  
  
If Yes, attach the most recent approval letter and Noncompetitive Procurement Authorization form.
  
3. **Is this noncompetitive procurement being made under a multi-year contract?**  
  
☐ Yes      ☐ No  
  
If No, proceed to question 6.
  
4. **If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?**  
  
☐ Yes      ☐ No  
  
If No, proceed to question 6.
  
5. **If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?**  
  
☐ Yes      ☐ No

*Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) including modifications. Modifications include any change to the original contract, including extensions.*



If Yes, proceed to question 8.  
If No, proceed to question 10.

**6. Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below. See 2 C.F.R. Part 200, Subpart D, §200.320 (f).**

- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
- A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
- After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*

**7. Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).**

**8. Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.**

**9. Do you have documentation to support profit negotiation? See 2 C.F.R. Part 200, Subpart D, §200.323 (b).**

☐ Yes ☐ No

Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

**10. Certification:**

**This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may affect the allowability of federal funding for this item and/or have an effect on future Cal OES funding for this organization.**

Purchasing Agent:	Name:	Signature:	Date:
Primary Subrecipient:	Name:	Signature:	Date:

**Cal OES Internal Use Only**

Date Submitted:

Procurement Type: ☐ Single Source ☐ Public Emergency ☐ Inadequate Competition

Attachments enclosed:

- ☐ Previous Approval Letter  
☐ Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s)  
☐ Cost/Price Analysis  
☐ Other Supporting Documents: \_\_\_\_\_

Program Representative Review - Comments:

Unit Chief Review - Comments:

☐ Approved ☐ Denied

Grants Procurement Compliance Manager – Comments:

Grants Procurement Compliance Manager:

Date:

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**EXHIBIT F**

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Mayor's Office of Public Safety  
City of Los Angeles  
Subrecipient Grants Management Assessment



Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only	
Date of Assessment							
Grant Name and Grant Year UASI FY20							
Subrecipient Name							
Type of Non-Federal Entity (Local, JPA, Non-Profit)							
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring	
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.							
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?							
3. Does the organization have a method in place to track projects performed under Federal awards?							
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?							
5. Does the organization have a method in place to track costs incurred against the approved grant budget?							
Personnel	Yes	In Progress	No	N/A	Comments	Scoring	
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?							
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?							
8. Are timesheets used to track the time staff spend on specific grants?							
Audits	Yes	In Progress	No	N/A	Comments	Scoring	
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.							
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.							
11. Did the single audit result in "No Findings?" If Yes, skip to Question 13.							
12. If findings were identified, have the findings been resolved?							
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring	
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?							
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?							
15. Does the organization inventory grant-funded equipment at least every two years?							
Final Score							

Name/Title of Preparer

Signature

Date

Name/Title of Mayor's Office Reviewer #1

Signature

Date

Name/Title of Mayor's Office Reviewer #2

Signature

Date



## NOTICE INVITING BIDS

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

### **POLICE DEPARTMENT PURCHASE of a MOBILE AUTOMATED LICENCE PLATE READER (ALPR) TRAILER WITH RELATED EQUIPMENT AND ACCESSORIES**

This Notice Inviting Bids subsequent Invitation to Bid is in strict accordance with the Specifications on file in the office of the San Fernando Finance Department, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and bid proposal documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml>.

One original and one copy of the proposal must be submitted to the POLICE DEPARTMENT care of the office of the San Fernando City Clerk in a properly labeled and sealed envelope at the OFFICE OF THE CITY CLERK located at SAN FERNANDO CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00 PM** on **Thursday, January 12, 2023**. Late bids will not be accepted. Bids shall be submitted in a sealed envelope marked on the outside as follows: **"Sealed Bid for Police Department ALPR Mobile Trailer: Do Not Open with Regular Mail."**

Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by electronic mail notification received prior to the closing date. The award of any contract pursuant to this bid solicitation will be subject to City Council approval. The City Council, in its sole and absolute discretion, reserves the right to reject any or all bids as the best interests of the City may dictate.

By: \_\_\_\_\_  
Julia Fritz, City Clerk

Published in *The San Fernando Sun* on December 29, 2022



## **Police Department Invitation and Instructions for Bidders with Bid Forms for the Purchase of Mobile Automated License Plate Reader (ALPR) Trailer**

### **I. INTRODUCTION**

The City of San Fernando ("City" or "Police Department") is seeking bids from qualified firms (hereinafter "Bidder") to furnish a new Mobile ALPR (Automated License Plate Reader) Trailer (the "Vehicle"). Sealed bids will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California, from **December 22, 2022 until January 12, 2023**.

Copies of specifications and bid documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml>. One original and one copy of the bid documents must be submitted to the POLICE DEPARTMENT in a properly labeled and sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:00 PM on Thursday, January 12, 2023**. Late bids will not be accepted. Bids shall be submitted in a sealed envelope marked on the outside as follows: "Sealed Bid for Police Department ALPR Mobile Trailer Do Not Open with Regular Mail."

Questions regarding the Vehicle are due by **5:00 PM on January 4, 2023** and must be submitted by email to Lieutenant Nichole Hanchett at [nhanchett@sfcity.org](mailto:nhanchett@sfcity.org) with the following as its subject line: *Invitation for Bids for Police Department Mobile ALPR Trailer - Questions*. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically by **January 6, 2023 by 5:00 PM**.

### **II. BID SUBMISSION INSTRUCTIONS**

The City's designated staff will evaluate all bids received. Bids must be submitted as provided in the Introduction as set forth above.

During the review process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from those that submit bids, or allow clarifications, corrections of errors, or omissions. Any and all changes

in the bid will be made by written addendum, which shall be issued by the City to all prospective bidders who have been issued or obtained copies of the Notice Inviting Bids from the City's Clerk or the City website.

The City reserves the right to retain all bids submitted. Submission of a bid indicates the Bidder's acceptance of the conditions contained in this Invitation for Bids, unless clearly and specifically noted in the bids submitted and confirmed in the contract between the City and the Bidder selected.

The preparation of the bid will be at the total expense of the Bidder. There is no expressed or implied obligation for the City to reimburse responding Bidders for any expense incurred in the preparation of bids in response to this request. All bids submitted to the City shall become properties of the City and will not be returned. If any information in your bid is confidential and/or proprietary, please further submit a separate, redacted copy for servicing public records requests. Bidder is liable for all errors or omissions incurred in preparing the Bid. Bidders will not be allowed to alter bid documents after the due date for submission.

The City reserves the right to reject any or all bids, in whole or part, to waive any informalities or irregularities in the selected bid as may be permitted by law in any bid, and to accept the bid which, in its discretion, is in the best interest of the City. The City of San Fernando reserves the right to reject a Bidder who has been delinquent or unfaithful in any former agreement with the City, should it deem it necessary for the public good. The City reserves the right to take all bids under advisement for a period of thirty (30) days. No Bidder may withdraw their Bid for a period of thirty (30) days after the date from the opening thereof.

Bids must be prepared on the approved Bid Forms in conformance with these Bid Submission Instructions and submitted in a sealed envelope plainly marked on the outside.

Delivery and Delay: In the event the delivery of the Vehicle under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the City representative of the City of San Fernando.

Bidder shall provide electronic communication of delivery status to the City representative 30 days prior to the bidder's original delivery date and every seven (7) days thereafter to conclude on date of delivery.

In the event the awarded bidder fails to make complete delivery of the item(s) as specified, bid and awarded, within ten (10) calendar days of the specified contract delivery date, the City shall have the right to assess a monetary penalty equal to \$100/day. The City shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the City deems appropriate. It is further

agreed that in the event such damages are sustained by the City, the City shall deduct the amount thereof from any monies due or that may become due the Vendor under the contract or take other action as the City deems appropriate.

Important Note: The foregoing notwithstanding, time is of the essence with respect to the delivery of all equipment solicited under this bid. It is materially important that delivery of all equipment be fully and successfully completed by or before 5:00 PM on March 15, 2023, as referenced below. Any bidder who submits a bid warrants and represents that it is able to meet the City's March 15, 2023 delivery requirements.

### III. BID INQUIRIES

Questions with regards to this Bid should be submitted by email to Lieutenant Nichole Hanchett: [nhanchett@sfcity.org](mailto:nhanchett@sfcity.org) by **January 4, 2022, by 5:00 PM**. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically **by January 6, 2023 by 5:00 PM**.

### IV. BID SCHEDULE

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

Notice Inviting Bids Issued:	December 22, 2022
Deadline for Receiving Questions:	January 4, 2023 5:00 PM
Response to Questions Issued:	January 6, 2023 5:00 PM
Bids Due:	January 12, 2023 5:00 PM
Vendor Awarded:	February 6, 2023 10:00 AM

### V. EQUIPMENT DESCRIPTION & SPECIFICATIONS; DELIVERY REQUIREMENTS

The Police Department of the City of San Fernando intends to procure a Mobile ALPR Trailer from a qualified dealer to meet or exceed the specifications outlined below and in the attached Bid Forms. Bids must include an exact delivery date, which is be evaluated as part of Bidder's formal bid offering.

**Vehicle delivery date must be made on or before 5:00 PM on March 15, 2023.** Bidder must be willing and able to accept wire transfer from City of purchase funds. Vendor must show payment has been cashed with proof of deposit on or before March 27, 2023.

The Bidder should identify any additional standards required, price them, and explain them in their response. Bidders are required to state the complete unit price, including sales tax. Prices quoted shall be F.O.B. City of San Fernando, CA.

The final determinant for "equal product" quotes shall solely be the City of San



Fernando. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any bidder submitting a quote or proposal shall do so fully accepting this determinant procedure.

The Vehicle being sought under this Invitation to Bid includes but is not limited to the following:

**Portable Mobile Surveillance Trailer**

Telescoping mast of at least 20'  
900 AH batteries  
1140 solar watt panel  
DOT approved lighting  
Anti-theft measures including locking compartments and wheel lock  
24V DC 35 Watt DC to DC switch  
24VDC Dual Channel HI POE 70W

**Dual Automated License Plate Reader (ALPR) Cameras**

4k resolution  
Infrared (IR)  
LPR  
Independent, contract free storage (no ongoing subscription fees)

**Dual Video Cameras:**

2MP resolution  
At least 32 X IR PTZ  
Look up tilt 360 degrees

**Ruggedized Cellular Router Kit:**

Connectivity across variety of mobile applications  
16 port network switch

**Network Video Recorder:**

Ruggedized 8 GB Laptop server with configuration  
Remote monitoring  
Video software preloaded  
2 TB video storage  
Windows 10 operating system

**Radar with Programmable Message Board**

Internal K band radar  
Radar and message capability

**Fisheye camera**

Infrared  
Various detection abilities to prevent theft or tampering

**Lighting with remote operation**

**Speaker with remote operation**

**Color:** white

**Hardware and software warranties, all required mounting brackets included**

## **VI. EVALUATION OF BIDS**

The City award shall be made to the lowest responsible and responsive Bidder. The lowest responsive bid shall be based on the total base bid price. In determining if a Bidder is responsible, Bids will be judged on the Bidder's ability to provide goods/equipment that meet the requirements set forth in this document. The City reserves the right to make such investigations as it deems necessary to determine the ability of the Bidder to provide goods meeting a satisfactory level of performance in accordance with the City's requirements. Interviews and presentations by one, several, or all of the Bidders may be requested by evaluators if deemed necessary to fully understand and compare the Bidder's capabilities and qualifications. The adequacy, depth, and clarity of the Bid will influence, to a considerable degree, its evaluation. The award of the Bid, if made, will be determined solely by the City of San Fernando.

Acceptance of a bid does not constitute a contract with the City. A contract shall be created only by issuance of a Purchase Order by City. Said Purchase Order shall contain the terms and conditions set forth in Exhibit A, as attached hereto. Agreement to the terms and conditions set forth in Exhibit A are material to the City's ability to award a contract in response to this solicitation. By submitting a bid, a bidder warrants and represents that it will comply fully with all of the terms and conditions set forth under Exhibit A without exception or modification.

Disputes or protests regarding the bidding process must be submitted in writing (via email or hard copy) to the Office of the City Clerk [CityClerk@sfcity.org](mailto:CityClerk@sfcity.org) or at City Hall, 117 Macneil Street, San Fernando, California, by or before 5:00 PM on the fourth (4<sup>th</sup>) working day following the bid opening. Submissions must be submitted by a Bidder with a complete and detailed statement of the factual and legal basis for the protest, an explanation for the resulting prejudice that the protestor will suffer and supporting documentation for such prejudice. The City will review that protest and provide a written response to the protester. The decision of the City shall be final. No public hearing will be held on the protest, except as required by law. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge. If the City determines that a protest is frivolous, the protesting Bidder may be determined to be nonresponsible and that Bidder may be determined to be ineligible for future contract awards.

## **VII. VENDOR REGISTRATION**

The selected Bidder must be registered with System of Award Management (SAM), an official website of the U.S. Government. Register through [www.SAM.gov](http://www.SAM.gov) to receive a Unique Entry ID, a 12-character alphanumeric ID assigned free of charge.

## **VIII. FUNDING SOURCE**

This procurement is funded through the FY 2020 Urban Area Security Initiative (UASI) Grant Program and through Subaward Agreement Number 1985 of City Contracts between the City of Los Angeles and the City of San Fernando. City hereby provides notice to Bidders of its intended use of federal funding, in whole or in part, for the purchase of the Vehicle, as required by Department of Homeland Security (DHS) Standard Terms and Conditions and Cal OES Federal Grant Programs.

## **IX. FEDERAL REQUIREMENTS**

The City, as Subrecipient party to the hereinabove described Subaward Agreement, is required to follow federal procurement procedures that shall be included as part of the terms and conditions of the City's Purchase and set forth in a written Purchase Order.

## EXHIBIT A

### TERMS & CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES

1. **PURCHASE OF GOODS & SERVICES.** City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and to provide the services related to the installation or delivery of such goods ("Services") set forth in (i) the City's Notice Inviting Bids or other written solicitation of bids ("City's Bid Documents") by the City (sometimes hereinafter referred to as "Purchasing Agent") and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall comply with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City's Bid Documents; and (iii) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.
2. **CONTRACTUAL AGREEMENT.** City and Vendor shall execute a contract for the purchase and sale of the Goods and Services ("Purchase Order") incorporating these Terms and Conditions.
3. **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" and Services must be provided by the Vendor by or before the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet.
4. **PURCHASE PRICE.** The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
5. **CANCELLATION.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods and Services.
6. **FORCE MAJEURE.** Neither party to this Purchase Order will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

7. **DELAY.** In the event the delivery of the Vehicle under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the Purchasing Agent of the City of Victorville. In the event the bidder fails to make complete delivery of the item(s) as specified, bid and awarded, within ten (10) calendar days of the specified contract delivery date, the City shall have the right to assess a monetary penalty equal to \$100/day. The City shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the City deems appropriate. It is further agreed that in the event such damages are sustained by the City, the City shall deduct the amount thereof from any monies due or that may become due the Vendor under the contract or take other action as the City deems appropriate.
8. **TERMINATION, DEFAULT AND REMEDIES.** The City may immediately terminate this Purchase Order for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to Vendor specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by an appropriate City Representative. Vendor may only terminate this Purchase Order for cause. Either of the following constitutes cause to declare this Purchase Order in default: (1) Nonperformance of contractual requirements, or (2) A material breach of any term or condition of the Purchase Order. The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may: (a) Exercise any remedy provided by law or equity, or (b) Terminate the Purchase Order or any portion thereof, including any orders issued against the Purchase Order.
9. **DELIVERY RISK OF LOSS.** All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of the Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
10. **INVOICES.** An invoice must be emailed to the City at the address specified in the Purchase Order as "Ship/Bill To" on or before the day the shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and

applicable taxes.

11. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
12. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.
13. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.
14. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly, and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price,

without claim for material rendered obsolete and without change in delivery schedules.

15. **INDEMNITY.** The Vendor assumes all responsibility for, and agrees to undertake, to protect, indemnify, defend and hold harmless the City, the City Council, each of its members, present and future, and its officers, employees, agents (collectively, the "City"), from any and all liabilities, losses, claims, suits, judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorney's fees, arising out of or related to (i) Goods and Services provided pursuant to this Purchase Order, (ii) Vendor's negligence; (iv) allegations that the Goods are defective in manufacture or design; and (v) any patent related to the Goods.
16. **INTERPRETATION.** The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.
17. **GOVERNING LAW; JURISDICTION.** This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in the City of San Fernando, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in the Los Angeles Superior Court.
18. **NONTRANSFERABILITY.** The Vendor may not transfer or assign this Purchase Order, without the prior written approval of the Purchasing Agent, which may be withheld in his/her sole discretion.
19. **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.
20. **COMPLIANCE WITH APPLICABLE LAW.** Vendor agrees to comply with all applicable federal, state and local law in connection with the performance of this Purchase Order.
21. **INTEGRATION; AMENDMENT.** This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except in writing through an amended Purchase Order.
22. **SPECIAL FEDERAL REQUIREMENTS.** City is purchasing the Vehicle with federal funds. Vendors are therefore subject to compliance with the following additional requirements under federal law.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided

under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must comply with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by a non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must



be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Purchase Order. Vendor certifies that during the term of an award for all contracts by Vendor resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all this Purchase Order with by City resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Purchase Order agreement Vendor will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Vendor certifies that during the term of this Purchase Order it will comply with applicable requirements of 2 C.F.R. § 200.216.
- J. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Vendor certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**EXHIBIT B  
REQUIRED BID FORMS**

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**A. BID SUMMARY & AUTHORIZATION FOR BID:**  
**San Fernando Police Department - MOBILE ALPR TRAILER VEHICLE**

**BID SUMMARY:**

TOTAL BASE BID AMOUNT (including delivery): \$ \_\_\_\_\_

TOTAL BASE BID PRICE IN WRITTEN WORDS: \$ \_\_\_\_\_

**BID AUTHORIZATION:**

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

By submission of this Bid, the undersigned certifies that:

- All of the terms, conditions and requirements of the agreement as stated in the specifications, subsequent pages, addenda and notices are understood and accepted;
- It has not employed or retained any company or person, other than a *bona fide* employee working solely for the Bidder, to solicit or secure this agreement and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for Bidder, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For violation of this warranty, the City shall have the right to annul this agreement without liability;
- The prices contained in this bid are truthful, accurate and have been arrived at independently and without collusion, consultation, communication, or agreement intended to restrict the competition; and

**EXHIBIT B  
REQUIRED BID FORMS**

- It has the full authority of the Bidder to execute the Bid and execute any resulting agreement awarded as the result of, or on the basis of, the bid.

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

---

**B. REFERENCES**

Provide the name, address, contact information and a brief description of goods/services provided from at least three (3) references. References must be for a project of similar specifications within the past five (5) years.

1.

\_\_\_\_\_  
Company/Organization Name\_\_\_\_\_  
Contact Name & Title\_\_\_\_\_  
Address\_\_\_\_\_  
City State Zip\_\_\_\_\_  
Telephone EmailDescription *(Include dates goods/services provided)*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B  
REQUIRED BID FORMS**

---

2.

Company/Organization Name

---

Contact Name & Title

---

Address

---

City

State

Zip

---

Telephone

Email

Description (*Include dates goods/services provided*):

---

3.

Company/Organization Name

---

Contact Name & Title

---

Address

---

City

State

Zip

---

Telephone

Email

Description (*Include dates goods/services provided*):

---

**EXHIBIT B  
REQUIRED BID FORMS**

**ADDITIONAL REFERENCE:**

4.

Company/Organization Name

---

Contact Name & Title

---

Address

---

City

State

Zip

---

Telephone

Email

Description *(Include dates goods/services provided)*: 

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**EXHIBIT B  
REQUIRED BID FORMS**

**C. BID FEE SCHEDULE**

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy unit prices and totals, the unit prices shall prevail. All amounts and totals given in the Bid Schedule are subject to verification by the City.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.		SFPD Mobile ALPR Trailer	\$	\$
2.		Shipping and Handling Charges	\$	\$
		Other: _____ _____ _____	\$	\$
<b>Subtotal</b>				\$
<b>Sales Tax (10.25%)</b>				\$
<b>BASE BID TOTAL</b>				\$

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT B  
REQUIRED BID FORMS**

**D. ADDITIONAL SPECIFICATIONS for SFPD Mobile ALPR Trailer and Accessories:**

All Bids must meet this minimum requested specifications. Any deviation or change from requested specifications shall be clearly identified by Bidder in the spaces provided below.

**CHECK THE APPROPRIATE BOX FOR ITEMS (INCLUDED OR NOT INCLUDED)**

<b><u>SPECIFICATION</u></b>	<b><u>INCLUDED</u></b>	<b><u>NOT INCLUDED</u></b>
<b>Portable Mobile Surveillance Trailer</b>		
Telescoping mast of at least 20'		
900 AH batteries		
1140 solar watt panel		
DOT approved lighting		
Anti-theft measures including locking compartments and wheel lock		
24V DC 35 Watt DC to DC switch		
24VDC Dual Channel HI POE 70W		
Bidder's Response/Exceptions (if any):		
<b>Dual Automated License Plate Reader (ALPR) Cameras</b>		
4k resolution		
Infrared (IR)		
LPR		
Independent, contract free storage (no ongoing subscription fees)		
Bidder's Response/Exceptions (if any):		
<b>Dual Video Cameras</b>		
2MP resolution		
At least 32 X IR PTZ		
Look up tilt 360 degrees		



**EXHIBIT B  
REQUIRED BID FORMS**

<b><u>SPECIFICATION</u></b>	<b><u>INCLUDED</u></b>	<b><u>NOT INCLUDED</u></b>
Bidder's Response/Exceptions (if any):		
<b>Ruggedized Cellular Router Kit</b>		
Connectivity across variety of mobile applications		
16 port network switch		
Bidder's Response/Exceptions (if any):		
<b>Network Video Recorder</b>		
Ruggedized 8 GB Laptop server with configuration		
Remote monitoring		
Video software preloaded		
2 TB video storage		
Windows 10 operating system		
Bidder's Response/Exceptions (if any):		
<b>Radar with Programmable Message Board</b>		
Internal K band radar		
Radar and message capability		
Bidder's Response/Exceptions (if any):		
<b>Fisheye camera</b>		
Infrared		
Various detection abilities to prevent theft or tampering		
Bidder's Response/Exceptions (if any):		
<b>Lighting with remote operation</b>		

**EXHIBIT B  
REQUIRED BID FORMS**

<b><u>SPECIFICATION</u></b>	<b><u>INCLUDED</u></b>	<b><u>NOT INCLUDED</u></b>
Bidder's Response/Exceptions (if any):		
<b>Speaker with remote operation</b>		
Bidder's Response/Exceptions (if any):		
<b>Color</b>		
White		
Bidder's Response/Exceptions (if any):		
<b>Hardware and software warranties, all required mounting brackets included</b>		
Bidder's Response/Exceptions (if any):		

# THE CITY OF SAN FERNANDO

## CITY COUNCIL

MAYOR  
CELESTE T. RODRIGUEZ

January 9, 2023

VICE MAYOR  
MARY MENDOZA

### **RFP FOR POLICE DEPARTMENT PURCHASE OF A MOBILE AUTOMATED LICENSE PLATE READER (ALPR) TRAILER WITH RELATED EQUIPMENT AND ACCESSORIES. ADDENDUM NO.1**

COUNCILMEMBER  
JOEL FAJARDO

COUNCILMEMBER  
CINDY MONTAÑEZ

COUNCILMEMBER  
MARY SOLORIO

Question No. 1: "We are reviewing your RFP for ALPR Trailers and need more information on the lighting and speaker requirements. Any specifications or details on how this will be used is appreciated."

Response No. 1: With regard to the lighting, we are looking for a system that is operated remotely and can provide illumination on the trailer to ensure high visibility and to prevent theft and tampering. Regarding the speaker, we are looking for a system that can broadcast pre-recorded as well as live messages from the trailer.

Question No. 2: "Regarding the below requirement. Is your indication that ALPR data storage is to be in the Cloud, on the City's infrastructure or on the Trailer itself? "Independent, contract free storage (no ongoing subscription fees)"

Response No. 2: The ALPR data would be stored within the ALPR cameras and on the lap top.

## **POLICE DEPARTMENT**

**910 FIRST STREET  
SAN FERNANDO  
CALIFORNIA  
91340**

**OFFICE OF THE  
POLICE CHIEF  
(818) 898-1250**

**DETECTIVE DIVISION  
(818) 898-1256**

**PATROL DIVISION  
(818) 898-1267**

**RECORDS DIVISION  
(818) 898-1281**

**SUPPORT SERVICES  
DIVISION  
(818) 898-1267**

**WWW.SFCITY.ORG**

Question No. 3: "Are there any existing ALPR technologies such as software or server systems which this ALPR Trailer needs to be compatible with? If so which manufacturer and software suite or platform?"

Response No. 3: At present, our ALPR server is not functioning which is why we are interested in the remote storage.

Question No. 4: "What if any are the existing video management system(s) which the video cameras need to be compatible with?"

Response No. 4: Currently we utilize a system called OCCULARIS for our video management, however the trailer would be independent of that.

**RFP FOR POLICE DEPARTMENT PURCHASE OF A MOBILE AUTOMATED LICENSE PLATE  
READER (ALPR) TRAILER WITH RELATED EQUIPMENT AND ACCESSORIES CONTACT**

RESPONSE TO QUESTIONS

ADDENDUM NO.1

Page 2 of 2

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Question No. 5: "Where are the video recordings intended to be stored? Such as in the Cloud, on the City's infrastructure or on the Trailer itself? Or is this up to the bidder's discretion based on best practices?"

Response No. 5: The camera data would be stored on the trailer itself and the laptop. This enables the trailer to be deployed to our regional partners (surrounding police departments) if needed.

Question No. 6: "Is there a preference for the brand of Ruggedized Laptop?"

Response No. 6: No preference for the ruggedized laptop as long as it is durable, contains the required memory and has a warranty.

Question No. 7: "Is there a preference for the brand of Ruggedized Modem?"

Response No. 7: We currently use the Cradlepoint IBR series here at the PD in our police vehicles.



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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Kanika Kith, Director of Community Development

**Date:** February 6, 2023

**Subject:** Consideration to Approve a Second Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company, for Additional On-Call Planning and Design Review Services and Related Budget Transfer to Fund the Agreement

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Second Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company ("Interwest") (Attachment "A" – Contract No. 2069(b)), for on-call planning and design review services to increase the not-to-exceed amount to \$225,000 and extend the contract through December 31, 2023;
- b. Adopt Resolution No. 8210 (Attachment "B") authorizing a budget transfer of \$84,315 from salary savings due to vacant positions to fund the on-call planning and design review professional services agreement; and
- c. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

### BACKGROUND:

1. In early 2022, staff requested and received proposals from four planning firms, Willdan, Interwest, PlaceWorks, and Rincon, to provide on-call planning and design review services to support Planning staff.
2. On April 14, 2022, the City Manager executed Contract No. 2069 (Exhibit "A" of Attachment "A") in the amount of not-to-exceed \$24,950 with Interwest to provide on-call planning and design review services. The primary factors used in selection was the proposed costs and project managers' experience.
3. On September 6, 2022, City Council approved a first amendment to the Professional Service Agreement with Interwest (Exhibit "A" of Attachment "A" – Contract No. 2069(a)) to increase

**Consideration to Approve a Second Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company, for Additional On-Call Planning and Design Review Services and Related Budget Transfer to Fund the Agreement**

Page 2 of 3

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the contract amount from \$24,950 to \$124,950 and to extend the contract from December 31, 2022 to June 30, 2023.

**ANALYSIS:**

On April 14, 2022, the City Manager executed Contract No. 2069 with Interwest to provide on-call planning and design review services. The original contract amount of not-to-exceed \$24,950 was expected to be sufficient through the end of 2022 to have Interwest provide supplemental help to Planning staff. However, due to the unexpected staffing vacancy of the Associate Planner position, Interwest has been assigned more projects and tasks to help with the day-to-day Planning operations than originally anticipated.

On September 6, 2022, the City Council approved a first amendment to the Professional Service Agreement with Interwest to increase the contract amount to \$124,950 and to extend the contract through June 30, 2023. Since September 2022, Interwest has been providing a temporary full-time contract Planner to assist with the day-to-day planning operations, including staffing the public planning counter and processing small planning applications. In addition to the temporary contract full-time Planner, Interwest has been providing two part-time Planners at a higher level to expedite the processing of larger development projects and assist with planning services, as needed.

Since execution of the contract, Interwest has been providing the following services:

- Assisting the public at the counter (no fees collected);
- Answering questions from the public via phone and email (no fee collected);
- Conducting preliminary review of potential development projects (no fees collected);
- Processing development projects (application fees collected); and
- Assisting with Housing Element review, drafting Senate Bill 9 Ordinance, and Temporary Landscape Regulations (no fee collected).

The City recently filled the vacant Associate Planner staff position in early January 2023. The Associate Planner has been assigned to work on long-range planning matters, such as researching the impact of artificial turf, revising landscape regulations, and other planning matters. In addition, the Associate Planner is also tasked with improving the City's online permit counter system to make it more user friendly for residents, and other duties to help improve the department operation for serving the community.

To assist the Community Department to continue on-going project processing and counter coverage while moving special long-term planning and larger development projects forward expeditiously, it is necessary to continue to supplement City staff with contract staff from Interwest. Therefore, staff is requesting approval of an amendment to the contract to increase



**Consideration to Approve a Second Amendment to the Professional Services Agreement with Interwest, a SAFEbuilt Company, for Additional On-Call Planning and Design Review Services and Related Budget Transfer to Fund the Agreement**

Page 3 of 3

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the not-to-exceed amount by \$100,000 to a new total of \$225,000 and extend the contract through December 31, 2023.

**BUDGET IMPACT:**

There is currently \$124,950 encumbered with Interwest under Contract No. 2069(a). The new contract amount is \$225,000. Staff is requesting an amendment to the adopted Fiscal Year 2022-2023 budget to transfer \$84,315 to fund the additional contract amount from salary savings from the Community Development Department's positions that have been vacant at various times throughout the fiscal year (i.e. Associate Planner, Housing Coordinator, Code Enforcement Officer, and Administrative Assistant).

**CONCLUSION:**

It is recommended that the City Council approve the Second Amendment to the Professional Services Agreement for Interwest (Contract No. 2069(b)) for on-call planning and design review services to increase the not-to-exceed amount to \$225,000, authorize a budget transfer to fund the increase, extend the contact through December 31, 2023, and authorize the City Manager, or designee, to execute the Amendment and all related documents.

**ATTACHMENTS:**

- A. Contract No. 2069(b), including:
  - Exhibit A: Contract Nos. 2069 and 2069(a)
- B. Resolution No. 8210

**2023**  
**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(On-Call Planning and Design Review Services)**  
**(Interwest a SAFEbuilt Company and City of San Fernando)**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and INTERWEST CONSULTING GROUP, INC., a California corporation (hereinafter, "CONSULTANT" is made and entered into as of this 6<sup>th</sup> day of February, 2023. For purposes of this Second 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 April 14, 2022, and entitled "Professional Services Agreement – On-Call Planning and Design Review Services", Contract No. 2069 (hereinafter, the "Original Agreement"); and

**WHEREAS**, the Parties executed and entered into that certain First Amendment to Professional Services Agreement, Contract No. 2069(a) dated September 6, 2022 (the "First Amendment") whereby the maximum compensation under the Original Agreement was increased to \$124,950 and the term was extended to June 30, 2023. The Original Agreement, as modified by the First Amendment, is attached hereto as Exhibit "A" and hereinafter referred to as the "Agreement";

**WHEREAS**, the Parties now wish to further amend 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, 2023**.

**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 **Two Hundred Twenty Five Thousand dollars (\$225,000)**.

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

this Second 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 Second Amendment and the provisions of the Agreement, the provisions of this Second 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 Second 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 Second 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 Second 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 Second Amendment to be executed on the day and year first appearing above.

**CITY OF SAN FERNANDO****INTERWEST CONSULTING GROUP, INC.:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

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

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

Date: \_\_\_\_\_

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

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, City Attorney

Date: \_\_\_\_\_



**EXHIBIT "A"**  
**CONTRACT NO. 2069(b)**  
**CONTRACT NO. 2069**

**PROFESSIONAL SERVICES AGREEMENT**  
**(On-Call Planning and Design Review Services)**  
**(Interwest a SAFEbuilt Company and City of San Fernando)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 14<sup>th</sup> day of April 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INTERWEST CONSULTING GROUP, INC., a California corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

**RECITALS**

WHEREAS, CITY requires professional consulting services for on-call planning and design review services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the City of San Fernando City Manager.

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

I.

**ENGAGEMENT TERMS**

1.1 **TERM:** This Agreement shall have a term commencing from the Effective Date through December 31, 2022, (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 **SCOPE OF WORK:**

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Interwest Consulting Group – Contract Planning & Design Review Services" dated March 23, 2022, (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

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**1.3 PROSECUTION OF WORK:**

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

**1.4 COMPENSATION:** CONSULTANT shall perform the Work in accordance with the fee schedule included in the Scope of Work (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the budgeted sum of **Twenty Four Thousand Nine Hundred Fifty Dollars (\$24,950)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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

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- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Director of Community Development (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Richard Smeaton, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
  - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
  - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
  - D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
  - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
  - F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
  - G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion.

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The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably denied or delayed. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Eric Norris, Principal Planner.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume



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responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.8 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

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

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- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

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- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** Other than workers compensation coverage, all policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 **FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 **SPECIAL RISKS OR CIRCUMSTANCES.** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**IV.****INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all third party loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost

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to the extent arising out of or related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature to the extent arising out of or in connection with CONSULTANT's negligent 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 or active negligence or willful misconduct of the CITY. CONSULTANT shall defend any action for which indemnification is sought under this Section 4. CITY Indemnitees shall promptly report any claim for which indemnification is sought so that defense of the claim is not compromised.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all third party claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's

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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 and selected from CONSULTANT's insurance carrier's panel counsel.

- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the or active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all third party liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this

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Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.10 As to the duties to indemnify under Section 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.11 As to the duties to indemnify under Section 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.
- 4.12 As to the duties to indemnify under Section 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all third party claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent 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 and selected from Consultant's insurance carrier's panel counsel.
- 4.13 As to the duties to indemnify under Section 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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- 4.14 As to the duties to indemnify under Sections 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

## V.

TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product

**PROFESSIONAL SERVICES AGREEMENT**

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**On-Call Planning and Design Review Services**

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which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.



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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 will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

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**On-Call Planning and Design Review Services**

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

## VI.

**MISCELLANEOUS PROVISIONS**

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

**PROFESSIONAL SERVICES AGREEMENT**

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**On-Call Planning and Design Review Services**

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

**CONSULTANT:**

Interwest Consulting Group, Inc.  
 1500 S. Haven Ave., Suite 220  
 Ontario, CA 91761  
 Attn: Richard Smeaton  
 Phone: (408) 430-2203

**CITY:**

City of San Fernando  
 117 Macneil Street  
 San Fernando, CA 91340  
 Attn: Community Development Department  
 Phone: (818) 898-1227

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

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2069

**On-Call Planning and Design Review Services**

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

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2069

**On-Call Planning and Design Review Services**

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whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 **FORCE MAJEURE:** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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

**CITY OF SAN FERNANDO:**

DocuSigned by:  
By: Nick Kimball  
1041FC9C27C7499...  
Nick Kimball, City Manager

Date: 04/14/2022 | 3:35 PM PDT

**INTERWEST CONSULTING GROUP, INC.**

DocuSigned by:  
By: Paul Meschino  
03B009CB002400...

Name: Paul Meschino

**APPROVED AS TO FORM:**

DocuSigned by:  
By: Richard Padilla  
0E6768364A9F4FC...  
Richard Padilla, City Attorney

Date: 04/14/2022 | 2:40 PM PDT

Title: Vice President Operations

Date: 04/14/2022 | 2:31 PM PDT

**PROFESSIONAL SERVICES AGREEMENT**

**On-Call Planning and Design Review Services**

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EXHIBIT "A"

**EXHIBIT "A"**  
**CONSULTANT PROPOSAL**

March 23, 2022

Kanika Kith  
Director of Community Development  
City of San Fernando  
117 Macneil Street  
San Fernando, CA. 91340



**RE: Interwest Consulting Group – Contract Planning & Design Review Services**

Dear Ms. Kith,

Please accept this proposal package for the Interwest's Planning Services Group for Contract Planning Services.

This work would be in the not to exceed amount of \$25,000.

Our staff will be directed from our Ontario office. Our Project Administrator, **Eric Norris**, will be responsible for the contract and billing. His contact information is:

*Eric Norris*

Project Administrator | Principal Planner  
(530) 574-4875 | enorris@interwestgrp.com

**Scope of Work**

We understand the City is seeking planning assistance to act as an extension of staff under the direction of the Community Development Director to assistance with long-range and current planning projects. The Scope of Work includes:

- + Process various types of land use entitlement applications as needed through the City's review process and prepare recommendations for action by City staff, Planning Commission and / or City Council.
- + Conduct design reviews to verify compliance with City requirements.
- + Coordinate interdepartmental discretionary review of entitlement applications.
- + Review applications and proposed projects and prepare documents as needed for compliance with the California Environmental Quality Act (CEQA).

**PROFESSIONAL SERVICES AGREEMENT**

CONTRACT NO. 2069

On-Call Planning and Design Review Services

EXHIBIT "A"

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- + Assist the City in conducting studies funded through SB 2 and/or LEAP grants.
- + Ordinance Updates for SB9 requirements.
- + Process General Plan Amendments and Zoning Code Amendments as needed.
- + Attend meetings of the City Council, Planning Commission, City staff, public officials, community leaders, developers, contractors, and the general public as directed.
- + Complete Planning reviews of building permits and tract maps.
- + Conduct inspections for approved planning projects and monitor and evaluate implementation of conditions of approval as needed.
- + Update planning regulations, such as Accessory Dwelling Units, to meet current State law Requirements.
- + Other planning-related duties as assigned by the Director of Community Development.

At the City's request the scopes of work can be expanded to cover specialized studies. A separate scope of work can be provided for these tasks if they are requested.

Work will be provided primarily remotely or on-site as agreed upon by the City of San Fernando and Interwest.

## Fee Schedule

The work will be on a time and materials basis in accordance with the table below:

<b>Classification</b>	<b>Hourly Billing Rate</b>
Community Development Director.....	\$190
Planning Manager / Principal Planner.....	170
Senior Planner.....	145
Associate Planner.....	120
Assistant Planner.....	100
Planning Technician.....	85

The rates displayed in the fee schedule below reflect Interwest's current fees. Hourly rates are typically reviewed yearly on July 1\* and may be subject to revision unless under specific contract obligations.

*\* Disclaimer: Beginning July 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.*

**2022**  
**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(On-Call Planning and Design Review Services)**  
**(Interwest a SAFEbuilt Company 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 INTERWEST CONSULTING GROUP, INC., a California corporation (hereinafter, "CONSULTANT" is made and entered into this 6<sup>th</sup> day of September, 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 April 14, 2022, and entitled "Professional Services Agreement – On-Call Planning and Design Review Services", Contract No. 2069 (hereinafter, the "Agreement") attached hereto as Exhibit "A"; and

**WHEREAS**, the Agreement was approved by the San Fernando City Manager ("City Manager") under the City Manager's expenditure authority set forth in the San Fernando Municipal Code and provided for a maximum compensation of Twenty-Four Thousand Nine Hundred Fifty Dollars (\$24,950) and an expiration date of December 31, 2022; 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 **June 30, 2023**.

**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 **One Hundred Twenty Four Thousand Nine Hundred Fifty Dollars (\$124,950)**.

**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**

DocuSigned by:  
By: Nick Kimball  
1041FC9C27C7499...  
Nick Kimball, City Manager

Date: 09/12/2022 | 7:41 PM PDT

**INTERWEST CONSULTING GROUP, INC.:**

DocuSigned by:  
By: Paul Meschino  
03B669CBC892409...

Name: Paul Meschino

Title: President

Date: 09/09/2022 | 4:02 AM PDT

**APPROVED AS TO FORM**

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

Date: 09/12/2022 | 7:37 PM PDT

**RESOLUTION NO. 8210**

**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 to increase the not-to-exceed amount for the Professional Services Agreement with Interwest a SAFEbuilt Company ("Interwest") Contract No. 2069 to \$225,000; 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, has been adopted on June 21, 2023.

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

**SECTION 1.** The following adjustment is made to the City Budget:

ON-CALL PLANNING AND DESIGN REVIEW PROFESSIONAL SERVICES AGREEMENT  
(INTERWEST, A SAFE BUILT COMPANY)

Increase in Expenditures	\$84,315
Account No. 001-150-0000-4270	

Decrease in Expenditures	\$84,315
Account No. 001-150-0000-4101	44,566
Account No. 001-152-0000-4101	23,470
Account No. 001-155-0000-4101	16,279

**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 6<sup>th</sup> day of February, 2023.**

\_\_\_\_\_  
Celeste T. Rodriguez, 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. 8210, 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 6<sup>th</sup> day of February 2023, 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 February 2022.

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Julia Fritz, City Clerk

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works  
Erica D. Melton, Director of Finance/City Treasurer

**Date:** February 6, 2023

**Subject:** A Public Hearing to Consider Financing Funding Options for an Energy Savings Performance Contract with Willdan Energy Solutions for TurnKey Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning at City Facilities

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing and pending public testimony, provide direction on the financing terms with Hannon Armstrong Capital, LLC (Attachment "A") for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services and to approve either **Option No. 1** or **Option No. 2**:

**Option No. 1:** *(Full Financing)*: Finance the unfunded balance of approximately \$2,500,000 for the Police Department Heating, Ventilation, and Air Conditioning (HVAC) project.

- b. Adopt Resolution No. 8211 (Attachment "B") approving required findings and authorizing the City Council to approve the financing terms with Hannon Armstrong Capital, LLC, for an Energy Saving Performance Contract with Willdan Energy Solutions; and authorize the City Manager to execute all related documents.

**OR –**

**Option No. 2:** *(No Financing)*: Appropriate \$2,500,000 from General Fund Reserves toward the Police Department HVAC project.

- c. Adopt Resolution No. 8212 (Attachment "C") authorizing a budget increase of \$2,500,000 to the Fiscal Year 2022-2023 Budget using General Fund Reserves to fund the Energy Saving Performance Contract with Willdan Energy Solutions; and authorize the City Manager to execute all related documents.

**A Public Hearing to Consider Adopting a Resolution Approving the Financing for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning at City Facilities**

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**BACKGROUND:**

1. 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.
2. 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.
3. 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.
4. On November 21, 2022, the City Council awarded an Energy Services Performance Contract to 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. Staff was directed to return at a future meeting to discuss financing and funding options for the contract.
5. On January 3, 2023, the City Council authorized proceed with the HVAC-only project initially using a combination of existing appropriated funds and contributing an additional \$2,500,000 from the General Fund Reserve Balance. Staff was directed to return at a future meeting to discuss financing the additional funding.

**ANALYSIS:**

The HVAC system at the Police Department, which was installed in 1988, has been inadequate to keep up with 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 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.

Willdan Energy Solutions conducted an analysis of the redesign of the HVAC system located at the Police Department facility. At the time of awarding the contract to Willdan Energy Solutions,

**A Public Hearing to Consider Adopting a Resolution Approving the Financing for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning at City Facilities**

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a total of \$1,217,803 was set aside for any future projects involving HVAC at City facilities, through the General Fund. At their meeting of January 3, 2023, the City Council approved proceeding with the HVAC system at the Police Department with direction to return to further discuss financing options.

**Options for Funding the Project.**

The City is exploring whether to fund the \$2.5 million HVAC project using General Fund Balance reserves or a tax-exempt equipment lease financing option.

*Financing.*

Following City Council direction, staff met with the financial institution to discuss their proposed terms for financing \$2.5 million of the HVAC project. Staff was able to negotiate an extension of financing terms through February 8, 2023 and reduce the rate by 10 basis points, from 4.69% to 4.59% over a period of 20 years. The decreased interest rate would reduce annual debt payments by approximately \$1,675 to \$193,692 per year and total interest cost by \$33,508 to \$1.37 million over the term of the financing. The table below provides the renegotiated financing terms:

FINANCING OPTION DETAIL	
Loan Amount:	\$ 2,500,000
Final Maturity:	20 Years
Annual Interest Rate:	4.59%
Annual Payment:	\$ 193,692
Total Interest:	\$ 1,373,842
<b>Financing Total:</b>	<b>\$ 3,873,842</b>

*General Fund Reserves.*

The City has General Fund Reserves of \$10.2 million as of June 30, 2022 (i.e. close of fiscal year 2021-2022). The City's General Financial Policy outlines a policy for fund reserves, which includes a contingency funds which should be established with a target balance of 20% of the adopted operating General Fund Budget. Contingency Funds can only be accessed under emergency circumstances, including catastrophic loss of infrastructure; following a federally declared state or federal emergency; a settlement exceeding the City's insurance policy coverage and self-insurance fund reserve availability; significant deviation from revenue projections; inability to meet debt service obligations; or any combination of the above greater than five percent of the City's operating budget in a fiscal year. Any use of Contingency Funds must first be approved by City Council and presented by the City Manager with a plan to replenish the Fund within five years.

For Fiscal Year 2022-2023, \$4.2 million would be the target Contingency Fund in compliance with the City's reserve policy leaving \$6.0 million available for additional use.

**A Public Hearing to Consider Adopting a Resolution Approving the Financing for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning at City Facilities**

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**GENERAL FUND RESERVES OPTION DETAIL**

Fund Balance:	\$10,223,657
Less Contingency Funds	(\$4,222,550)
Unassigned Balance:	\$6,001,107

Whether financing or using General Fund Reserves, fund balances and cash flows will be impacted. Impacts over the term of both funding options are detailed below:

FUNDING OPTIONS	Year 1 (FY2023)				Total (FY2023 - 2043)
	Fund Balance Impact	Ending Fund Balance	Cash Balance Impact	Ending Cash Balance	Cash & Fund Balance Impact
<b>Option 1: Full Financing</b>	-\$2,614,750	\$7,608,907	-\$193,692	\$12,553,158	-\$3,873,842
<b>Option 2: No Financing</b>	-\$2,500,000	\$7,723,657	-\$2,500,000	\$10,246,850	-\$2,500,000

As illustrated in the table above, Option 1 reduces the General fund balance \$114,750 more than Option 2, but results in \$2,306,308 more cash available now. Conversely, the long-term cost of Option 1 is \$1,373,842 more than Option 2.

Financing Options and Alternative Capital Project Uses.

The primary objective of reviewing the financing option is to determine: 1) if the interest costs offered for the tax-exempt equipment lease purchase (TELP) are relatively low compared to other financing options available to the City, and 2) if the additional cash in hand would enable the City to pursue alternative projects that we would not otherwise have the funding to pursue immediately.

With regards to the relative borrowing cost, other financing options currently range from 3.67%<sup>1</sup> to 5.33%<sup>2</sup>. The rate and process timeline would differ contingent upon the funding type.

If the City used the additional cash on hand toward other projects, they should be one-time capital projects that have a typical useful life that is at least as long as the financing term (i.e. 20 years) to avoid paying for an improvement long after the improvement has deteriorated.

<sup>1</sup> US Treasury Rate as of February 1, 2023

<sup>2</sup> US Bank 20-year Fixed Rate

**A Public Hearing to Consider Adopting a Resolution Approving the Financing for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning at City Facilities**

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Examples of capital projects that could be funded with the additional cash on hand may include, but are not limited to, the following:

ALTERNATIVE CAPITAL PROJECTS	
FUND	ESTIMATED COSTS
Facility Improvements (e.g. roofs, flooring, painting, etc.)	\$1,500,000
Sidewalk Repairs	\$1,500,000
Street Resurfacing	\$2,500,000

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. This section of the government code requires a public hearing be held to consider any outside financing for such a turn-key contract and that 14 days notification be provided to the public. The notice for the public hearing was published in the *San Fernando Valley Sun Newspaper* on January 19, 2023.

**BUDGET IMPACT:**

Funds were appropriated from the General Fund 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 – HVAC Only
General Fund	001-190-0765-4932	\$ 1,217,803
<b>Total</b>		<b>\$ 1,217,803</b>

USES		
Description	Original Budget	HVAC Only
Engineering Design	\$ 212,717	\$ 212,717
Construction	\$ 1,787,283	\$ 3,237,224
<b>Subtotal</b>	<b>\$ 2,000,000</b>	<b>\$3,449,941</b>
Contingency (8%)		\$267,862
<b>Total</b>	<b>\$ 2,000,000</b>	<b>\$3,717,803</b>
<b>Difference(Surplus/Deficit)</b>		<b>\$2,500,000</b>

**A Public Hearing to Consider Adopting a Resolution Approving the Financing for an Energy Savings Performance Contract with Willdan Energy Solutions for Turn-Key Design, Engineering, and Construction Services for Solar, Heating, Ventilation, and Air Conditioning at City Facilities**

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**CONCLUSION:**

It is recommended that the City Council provide direction for funding the unfunded portion of the project, as follows:

OPTION	PROS	CONS
Option No. 1: Full Financing Resolution No. 8211	<ul style="list-style-type: none"> <li>• Increase in Current Cash Availability</li> <li>• Ability to Implement Other Immediate Capital Project Needs</li> </ul>	<ul style="list-style-type: none"> <li>• 20-year Debt Obligation</li> <li>• Additional \$1.3M in Costs Over Life of Loan</li> <li>• Higher General Fund Reserves Impact</li> </ul>
Option No. 2: No Financing Resolution No. 8212	<ul style="list-style-type: none"> <li>• No Change to Current City Debt Ratio</li> <li>• Reduced General Fund Impact</li> </ul>	<ul style="list-style-type: none"> <li>• Immediate Decrease in Cash Flow</li> <li>• Inability to Implement Immediate Capital Project Needs</li> </ul>

**ATTACHMENTS:**

- A. Financing Terms with Hannon Armstrong Capital, LLC
- B. Resolution No. 8211 - Option No. 1
- C. Resolution No. 8212 - Option No. 2



January 12, 2023

Zhen Han  
Senior Vice President, Project Finance  
Willdan Group, Inc.

RE: City of San Fernando, CA TELP Financing Proposal

Dear Mr. Han,

Hannon Armstrong Capital, LLC ("Hannon Armstrong") is pleased to present this proposal (the "Term Sheet") in connection with the above referenced finance request. Hannon Armstrong has been a strategic financing partner to Willdan Group, Inc. ("Willdan") for several years on multiple energy efficiency projects.

Hannon Armstrong (NYSE: HASI) has a long history, dating to the early 1980's, of providing financing solutions for energy projects. We provide debt and equity financing for sustainable infrastructure projects that increase energy efficiency, provide cleaner energy sources, positively impact the environment or make more efficient use of natural resources. Our team funds over \$1 billion of such projects on an annual basis.

Hannon Armstrong is a uniquely qualified partner for Willdan for the following reasons:

- **Public Sector Expertise** – Hannon Armstrong has financed energy projects for over 20 years and has closed over \$8 billion across more than 500 transactions.
- **Capability for Significant In-House Due Diligence** – The principals of Hannon Armstrong have extensive knowledge of the public sector, project finance, and the development and operation of energy performance contracts. We have engineering expertise on staff to help facilitate and expedite review of the work contemplated by the project. Hannon Armstrong has closed numerous transactions in the capacities of primary investor, senior lender, and securitization lead.
- **Long Term Partner** – Hannon Armstrong prides itself on partnering with industry leaders such as Willdan. We actively seek long-term assets. In choosing to go public, we made the conscious decision to raise permanent capital as opposed to being structured as a fund to avoid having to liquidate investments at the end of a seven to ten year fund life. As such, we expect to service our investment throughout the life of the assets and will continue to provide Willdan with ongoing value above and beyond our capital investment.
- **Capital Markets Experience and Relationships** – Hannon Armstrong is publicly traded and an active participant in the capital markets, including for purposes of securing leverage across a variety of asset classes and capital market segments. In particular, we have extensive experience in optimizing and obtaining market-leading structured credit solutions as required in our energy efficiency and renewable energy portfolios.

Relevant Similar Project Financings

- \$28 Million Energy Efficiency Upgrade – Georgia World Congress Center:



Hannon Armstrong financed the cost of chilled water & heating plant upgrades, interior/exterior lighting improvements, new water/kitchen features and upgrades, and retro-commissioning through a 17yr energy savings performance contract between with the Georgia World Congress Center at the 4<sup>th</sup> largest convention center complex in the U.S.

- **\$60 Million Energy Efficiency Upgrade – Baltimore City, MD Public Schools**  
Hannon Armstrong financed a comprehensive energy efficiency upgrade and HVAC installation across over 100 Baltimore City Public School facilities. These upgrades were funded through two separate phases over a 4-year period under a contingent payment agreement.
- **\$27 Million Energy Efficiency Upgrade – Louisville Jefferson City, KY Metropolitan Government**  
Hannon Armstrong financed HVAC, lighting, water fixture, building envelope, and other efficiency improvements across 181 government facilities. The upgrades were financed through a contingent payment agreement with a 25-year term.

Using our direct origination platform, Hannon Armstrong has become a leading provider of financing for energy efficiency, wind, and solar projects and presently manages approximately \$8 billion of assets. We are confident that Hannon Armstrong's strengths will enable us to provide the financing Willdan needs to support its customer.

On the following pages we have summarized our proposal. We have a high degree of flexibility to customize our financing structures to best accommodate the accounting and credit treatment goals of Willdan and its Customers.

Please reach out to Ryan Beard, available via email: [rbeard@hannonarmstrong.com](mailto:rbeard@hannonarmstrong.com) or by phone: 410-216-5122, should you have any questions.





### **TERM SHEET**

**TYPE OF FINANCING:** Tax-exempt Equipment Lease Purchase Agreement (the “Lease”) with Lessor taking a security interest constituting a first lien on the Equipment being financed.

**LESSEE:** City of San Fernando, CA

**LESSOR:** Hannon Armstrong, or its designee or assignee

**EQUIPMENT:** Solar, EV Charging, Lighting Controls, Plug Load Controls, and Transformers

**ESCO:** Willdan Group, Inc.

**COUNSEL TO THE LESSOR:** TBD

**ESCROW AGENT:** TBD

**COMMENCEMENT DATE:** On or about February 24, 2023

**AMOUNT TO BE FINANCED:** Approximately \$4,500,000 but dependent upon the selection of one of the below options:

	Full Scope - Current Funding	Full Scope - \$1M Additional Funding	HVAC Only - Current Funding	HVAC Only - \$444,855 Additional Funding
Total Project Cost	\$ 5,645,679	\$ 5,645,679	\$ 3,449,941	\$ 3,449,941
City Funding	\$ 1,203,333	\$ 2,203,333	\$ 1,005,086	\$ 1,449,941
Financed Amount	\$ 4,442,346	\$ 3,442,346	\$ 2,444,855	\$ 2,000,000

**LEASE TERM:** Two hundred fifty-two (252) months, consisting of a 12-month construction period plus 240 months of amortization

**INTEREST RATE:** 4.59% (fixed for the entire term)

**TAX STATUS:** Tax-Exempt

**FINAL MATURITY:** March 1, 2043

**LEASE RENTAL PAYMENTS:** Annual Lease Payments as outlined in the attached schedule.

**PURCHASE OPTION:** The City shall have the right to purchase the Equipment upon giving written notice to the Lessor at least 30 days before the date of purchase, in accordance with the following:



Prepayment Period	Prepayment Premium
Commencement – 3/1/2032	3.00%
3/2/2032 – 3/1/2037	2.50%
3/2/2037 and thereafter	2.00%

**DOCUMENTATION:**

This financing is subject to the execution of mutually acceptable documentation to be prepared by Counsel. Documents will include those that are normal and customary for a transaction of this type and size and may include, but are not limited to:

- Equipment Lease Purchase Agreement
- Escrow Agreement
- Lessee's Closing Certificate with evidence of authorization
- Essential Use Certificate
- Opinion of Lessee's Counsel (at Lessee's expense)
- IRS Form 8038-G
- Evidence of Insurance
- Copy of Energy Services Contract
- Payment and Performance Bonds with Dual Obligee Rider
- UCC-1 Financing Statements

**FEES OF THE LESSOR:**

\$15,000 for legal/structuring

Any costs of issuance incurred by the City such as financial advisory, placement agent and legal counsel shall be the responsibility of the City and can be included in the Amount to be Financed.

**ASSIGNMENT BY THE LESSOR:**

The Lessor shall have the right at any time to further assign its interest in this financing, but no such assignment shall be effective unless and until a notice has been delivered to the City that discloses the name and address of the assignee. Such assignment, transfer or conveyance shall be made only to (i) an affiliate of the Lessor or (ii) banks, insurance companies or other financial institutions or their affiliates.

**IRS CIRCULAR 230 DISCLOSURE:**

The Lessor and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with the



Lessor of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

**ADVISORY DISCLOSURE:**

The Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, the Lessor is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Lessor to the City or the Corporation. The City may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the City's behalf.

**CREDIT APPROVAL:**

This Term Sheet is subject to formal credit approval by Lessor and the execution of mutually acceptable documentation.

**PROPOSAL EXPIRATION:**

Unless accepted by the City or extended in writing by Lessor at its sole discretion, this Term Sheet shall expire on February 8, 2023. Once accepted, this Term Sheet shall expire if the financing is not completed by February 24, 2023.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment and we will use good faith efforts to close on the financing based on the terms herein. It is a pleasure to offer this financing proposal to the City, and we look forward to your favorable review.

Respectfully,

Ryan J. Beard  
Director, Credit Investments  
Hannon Armstrong



AGREED AND ACCEPTED (subject to board approval prior to closing):

**City of San Fernando, CA**

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

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

Date: \_\_\_\_\_

**RESOLUTION NO. 8211**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, ADOPTING REQUIRED FINDINGS AND AUTHORIZING THE  
CITY TO APPROVE THE FINANCING TERMS WITH HANNON ARMSTRONG  
CAPITAL, LLC**

**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") were 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; 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 February 6, 2023, when the facts were presented, comments considered, and findings made regarding the financing terms for the Energy Services Contract; and

**WHEREAS**, Government Code Section 4217.13 further provides that a public agency may enter into a facility financing contract on terms that its governing body determinates "are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds that the funds for the repayment of the financing or the cost of design, construction and operation of the emergency conservation facility or both, as required by the contract, are

projected to be available from revenues resulting ... from funding that otherwise would have been used for purchase of electrical, thermal or other energy required by the public agency in the absence of the energy conservation facility...”; and

**WHEREAS**, at its regular meeting of February 6, 2023 the City Council, in compliance with Government Code Section 4217.13 conducted a duly noticed public hearing to approve a facility financing contract with Hannon Armstrong Capital, LLC on terms described in the materials included with this Resolution as part of the February 6, 2023 public hearing; and

**WHEREAS**, notice of the public hearing was given no less than two weeks prior to the date of the February 6, 2023 public hearing through publication in the January 19, 2023, Thursday edition of the San Fernando Sun as required by Government Code Section 4217.13.

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

**SECTION 1.** All the foregoing recitals are true and correct.

**SECTION 2.** Based on the staff report and other materials included with this Resolution as part of the February 6, 2023 public hearing, execution of a facility financing contract with Hannon Armstrong Capital, LLC on the material terms described in the staff report and other agenda the materials included with this Resolution as part of the February 6, 2023 public hearing is in the best interest of the City and the funds for the repayment of the financing or the cost of design, construction and operation of the energy conservation facility, as required by the contract, are projected to be available from revenues resulting from funding that otherwise would have been used for purchase of electrical, thermal or other energy required by the City in the absence of the energy conservation facilities contemplated under the previously approved energy service contract with Willdan Energy Solutions

**SECTION 3.** This City Council hereby authorizes the City Manager in consultation with the City Attorney to finalize and execute a facility financing agreement with Hannon Armstrong Capital, LLC on the material terms proposed by Hannon Armstrong Capital, LLC as detailed in the staff report and other material accompanying this Resolution as part of the February 6, 2023 public hearing.

**SECTION 4.** 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 3<sup>rd</sup> day of February 6, 2023.**

---

Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8211 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 6<sup>th</sup> day of February, 2023, 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 February, 2023.

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Julia Fritz, City Clerk



**RESOLUTION NO. 8212**

**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 expenditures of the current City budget to execute the agreement between the City and Willdan Energy Solutions, as further described in the Agenda Report and its attachments (the "Report"), dated February 6, 2023; 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, has been adopted on June 21, 2023.

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

**SECTION 1.** The following adjustment is made to the City Budget:

Increase in Expenditures	\$2,500,000
001-190-0765-4932	

**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 6<sup>th</sup> day of February, 2023.**

**ATTEST:**

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

\_\_\_\_\_  
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. 8212, 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 6<sup>th</sup> day of February 2023, 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 February 2022.

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Julia Fritz, City Clerk



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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Julian J. Venegas, Director of Recreation and Community Services

**Date:** February 6, 2023

**Subject:** Consideration to Accept a Metro Open Streets Grant and Approve Circulation of a Notice Inviting Bids for the Northeast Valley Community Street Festival

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Metro Open Street Grant Cycle Four ID #CYC2102 (Attachment "A") in the amount of \$500,000 to implement the Northeast Valley Community Street Festival;
- b. Approve a Notice Inviting Bids (Attachment "B") soliciting consulting services for the Management and Implementation of the Northeast Valley Community Street Festival;
- c. Adopt Resolution No. 8209 (Attachment "C") to increase the Operating Grants (Fund 110) revenues and expenditures by \$500,000 for Fiscal Year 2022-2023; and
- d. Authorize the City Manager to make non-substantive changes and execute all related grant documents.

### BACKGROUND:

1. On June 24, 2021, the Los Angeles County Metropolitan Transportation Authority (Metro) Board approved the Open Streets Grant Program Cycle Four making \$5 million of Los Angeles County Proposition C funds available for temporary events that close or partially close the street to automotive traffic and open them to people to walk or bike ("Open Street Events").
2. Between August 1, 2021 and September 13, 2021, the Recreation and Community Services (RCS) Department collaborated with the Los Angeles Department of Transportation (LADOT) and the Los Angeles City Council District 7 (CD7) staff on a joint application for the Open Street Grant Program. The City would serve as the Fiscal Agent of the grant funds and implement the San Fernando segment of the Open Streets event, while LADOT and CD7 would coordinate the Sylmar and Pacoima segments of the Open Streets Event.

**Consideration to Accept a Metro Open Streets Grant and Approve Circulation of a Notice Inviting Bids for the Northeast Valley Community Street Festival**

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3. On September 15, 2021, the City submitted a joint application to the Metro to host a regional Open Streets Event entitled the Northeast Valley Community Street Festival. The Open Streets Event encompasses the communities of Sylmar, Pacoima and the City of San Fernando along a 7.5-mile route.
4. On December 2, 2021, Metro approved an award of \$500,000 to the City to implement an Open Streets Event titled The Northeast Valley Community Street Festival (NVCSF). Unfortunately, due to the Los Angeles County Counsel workload the Metro agreement for implementing the Open Streets Event was significantly delayed.
5. On October 27, 2022, the City received the executed agreement for the NVCSF. RCS staff began meeting with LADOT and CD7 staff to start coordinating the Open Streets Event. A recommendation brought forward in these meetings was to hire a consultant to manage and implement the Northeast Valley Community Street Festival.

**ANALYSIS:**

The City has successfully implemented two Metro grant funded events. The first was on March 31, 2018, an Open Streets Event called the San Fernando Street Festival. The event brought together local businesses, community groups, and organizations serving the Northeast San Fernando Valley. An estimated 10,000 people participated in the festivities that offered approximately 98 vendors lining the 3.2-mile course. The event also provided a conduit to celebrate the rich cultural heritage of the City with live entertainment, dance performances, and art exhibitions. The San Fernando Street Festival reconnected neighbors, sparked local business, and educated the public on alternative modes of transportation.

The City was also successful in implementing a Metro Cycle 3 Open Streets Grant Event on December 2021. Due to the COVID-19 Pandemic the original event called The San Fernando Street Festival – Nocturnal Ride transitioned from an Open Streets event into a Slow Streets event, which allowed multiple street closures on a smaller scale. The City was able to use the grant funds to purchase and install removable bollards at traffic intersections along San Fernando Road between San Fernando Mission Blvd. and Brand Blvd. to improve pedestrian safety during large events. Additionally, the City was able to use some of the grant funds to collaborate with the Downtown Mall Association to host the Night Market and the Holiday Tree Lighting Celebration.

The Los Angeles Department of Transportation (LADOT) has hosted similar Open Streets events, known as CicLAvia, with the most recent event opening a five-mile stretch of Sherman Way to connect the communities of Canoga Park, Winnetka, and Reseda. Much like the Metro Open Streets event, the CicLAvia events close the streets and allow participants to jog, ride, bike, skate, run, walk, skateboard, spectate, and enjoy the route however they like. The Northeast Valley

**Consideration to Accept a Metro Open Streets Grant and Approve Circulation of a Notice Inviting Bids for the Northeast Valley Community Street Festival**

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Community Street Festival (NVCSF) provides the opportunity for LADOT and Los Angeles Council District 7 (CD7) to engage their constituents' in the Northeast San Fernando Valley that has been void of a major community event such as a Metro Open Street event.

The City of San Fernando will be the lead agency, with support from the LADOT and CD7 to oversee all work related to this event. The NVCSF event will be held on Saturday, September 16, 2023, between 10:00 am and 2:00 pm, encompassing the communities of Sylmar, Pacoima and the City of San Fernando connecting them via a 7.5-mile route along San Fernando Road, Maclay Avenue and Van Nuys Boulevard. In addition to the passive recreational opportunities the Open Streets event offers, local merchants, business, and community-based organizations will line the streets offering their goods and services. The NVCSF Open Streets route will include a minimum of five (5) destination "Legs," or zoned areas with different family-friendly activities for all age groups at the entry points and along the route of the event. These legs will encourage participants to physically bike, walk, and skateboard to each leg in order to reach a different activity.

The legs will allow local merchants, community based organizations and special interest groups to host a booth to sell or promote their goods and services. The legs include, but are not limited to:

- 1) Active Transportation – With its close proximity (less than .5 miles) to the Metro Link Sylmar/San Fernando Station, this "leg" of the route promotes use of active and alternative modes of transportation.
- 2) Refuel Right! Fest – This "leg" of the route promotes healthy eating and nutrition. Making smarter food choices will be highlighted in this area. All age groups will get to enjoy the flavors of San Fernando Valley's local cuisines and restaurants, along with healthy food trucks.
- 3) Downtown Art Walk – The City of San Fernando is the oldest city in the San Fernando Valley and therefore has a rich, diverse and colorful history. This "leg" of the route showcases the City's historic Downtown district, mall, and businesses. It will be the central hub connecting the entire route.
- 4) In Motion: Bike/Pedestrian Safety – This "leg" of the route will promote bicycle and pedestrian safety awareness, which is in line with the City's current endeavor to create an Active Transportation and Safe Routes to School Plan.
- 5) Challenge U: Physical Fitness – This "leg" of the route is a self-challenging zone meant to increase awareness of participant's own personal fitness. Youth will get to enjoy various small activity challenge booths. Teens and adults will learn the benefits of physical activity through an interactive experience.

## Consideration to Accept a Metro Open Streets Grant and Approve Circulation of a Notice Inviting Bids for the Northeast Valley Community Street Festival

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The communities in CD7 (Sylmar and Pacoima) will host similar legs in their respective communities.

The City will select, through a formal RFP process, a consultant to manage, promote and implement the NVCSF event. The services being requested include, but are not limited to, the promotion through print, news, radio and social media. The consultant will also brand the event, including website, flyers and other marketing strategies. The consultant will collaborate with local community based organizations and local merchants from CD7 and the City. A comprehensive description of the required services are listed in the Notice Inviting Bids (Attachment "B").

### BUDGET IMPACT:

The total cost of the NVCF event is \$600,000. The cost includes the \$500,000 Metro grant and a 20% match (\$100,000), which will be split between CD7 and the City at a 50/50 ratio. The match can be satisfied with local funds or In-Kind contributions to the event.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Metro Grant	110-3697-3711	\$ 500,000
City Match (In-Kind)	N/A	\$ 50,000
CD7 (In-Kind)	N/A	\$ 50,000
<b>Total Sources:</b>		<b>\$ 600,000</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Outreach	110-420-3711-4260 & In-Kind Match	\$ 105,000
Pre-Event Planning	110-420-3711-4260 & In-Kind Match	\$ 247,000
Event Day Cost	110-420-3711-4260 & In-Kind Match	\$ 248,000
<b>Expenditures-to-Date</b>		\$ -
<b>Total Uses:</b>		<b>\$ 600,000</b>

Adoption of Resolution No. 8209 (Attachment "C") establishes an account in the Operating Grants (Fund 110) for the NVCSF event and amending said account's revenues and expenditures by \$500,000 for Fiscal Year 2022-2023.



**Consideration to Accept a Metro Open Streets Grant and Approve Circulation of a Notice Inviting Bids for the Northeast Valley Community Street Festival**

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**CONCLUSION:**

It is recommended that the City Council accept the Metro Open Street Grant for \$500,000 to implement the Northeast Valley Community Street Festival, approve a Notice Inviting Bids soliciting management and implementation services for the Northeast Valley Community Street Festival, adopt Resolution No. 8209 to increase the Operating Grants (Fund 110) revenues and expenditures by \$500,000 for Fiscal Year 2022-2023; and authorize the City Manager to make non-substantive changes and execute all related grant documents.

**ATTACHMENTS:**

- A. Metro Open Street Grant
- B. Notice Inviting Bids for Management and Implementation Services
- C. Resolution No. 8209

Open Streets ID# 920000000CYC2102

## GRANT AGREEMENT FOR OPEN STREETS GRANT PROGRAM CYCLE FOUR

This Grant Agreement for Open Streets Grant Program Cycle Four (the “**Agreement**”) is dated the day of the LACMTA Board December 2, 2021 (the “**Effective Date**”) and is by and between the City of San Fernando (the “**Grantee**”) and the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”).

### RECITALS

- A. On December 2, 2021, the LACMTA Board approved the Open Streets Grant Program Cycle Four providing Los Angeles County Proposition C 25% funds for temporary events that close or partially close the street to automotive traffic and open them to people to walk or bike (“**Open Street Events**”). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for Transportation System Management/Demand Management (TSM/TDM) programs such as Open Streets Events. SCAG identifies Open Street Events as Transportation System Management/Demand Management (TSM/TDM) programs in the 2012 Regional Transportation Plan (RTP) Congestion Management Appendix in the section titled Congestion Management Toolbox – Motor Vehicle Restriction Zones.
- C. On December 2, 2021, the LACMTA Board approved the award of \$500,000 to Grantee for Grantee’s Open Street Event titled The Northeast Valley Community Street Festival (Open Street Grant Program ID#CYC2102, which is more particularly described in the Scope of Work (“**Scope of Work**”) attached as Exhibit “A” hereto (the “**Project**”). Grantee’s actual temporary Open Street Event is referred to herein as the “**Event**.” The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$100,000 (the “**Local Match**”), as described in the Financial Plan that is attached as Exhibit “B”, and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

NOW, THEREFORE, the parties hereto do agree as follows:

## AGREEMENT

### 1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$500,000 (the “**Funds**”) to Grantee subject to the terms and conditions of the Grant and this Agreement.

1.2 This one-time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

### 2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit “A” hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by the Open Streets Grant Program Manager without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant Funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open Street events per the Metro Board award on December 2, 2021. Per the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

### 3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2023 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

### 4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf>.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$100,000 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA

programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in accordance with the Standardized Data Collection Template provided in Exhibit "C", and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net  
Ref# Open Streets ID#CYC2102

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority  
P.O. Box 512296  
Attention: Accounts Payable  
Los Angeles, CA 90051-0296  
Ref# Open Streets ID#CYC2102

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by email to ChingF@Metro.net or by standard mail to the address set forth in Section 4.12 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of

address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: LACMTA Open Streets Program Manager  
Frank Ching, MS 99-24-1  
Open Streets Grant Program Manager  
[ChingF@metro.net](mailto:ChingF@metro.net)

Grantee's Address:

City of San Fernando  
208 Park Avenue  
San Fernando, CA 91340  
Attention: Recreation and Community Services  
Julian Venegas  
Director of Recreation and Community Services  
[jvenegas@sfcity.org](mailto:jvenegas@sfcity.org)

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

5.1 Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC2102 on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.
- (b) Other reports that may be required.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to

governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall utilize a Standardized Data Collection Template provided by

Metro to provide the LACMTA Open Streets Program Manager a Post-implementation Report no later than three months after the day of the Event which report shall include information to help Metro better evaluate the progress of the program toward achieving the objectives of the program goals presented in Board Motion 72 including providing information in the Post-implementation Report that details plans for new active transportation infrastructure and what the jurisdictions will do to increase bicycle and pedestrian mode shares post event. Additional information provided in the Post-implementation Report shall include participation counts; transportation use data; personal anecdotes from business owners, participants, and volunteers; local economic benefit; and any other reporting requirements detailed in the provided Standardized Data Collection Template.

## 7. ALLOWABLE COSTS

7.1 Allowable Project costs are described in the Scope of Work.

7.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.
- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

## 8. EXPENDITURE AND DISPOSITION OF FUNDS

8.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

8.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

8.3 The programmed budget (the "**Financial Plan**") specifying the sources and amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

8.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.



## 9. TIMELY USE OF FUNDS

9.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

9.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 10 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

## 10. DEFAULT

10.1 Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

## 11. REMEDIES

11.1 In the event of a default by Grantee (as defined in Section 10), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

11.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

## 12. TERMINATION

12.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse

for any costs or expenses incurred after the termination date.

### 13. COMMUNICATIONS

13.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the “Open Streets Made Possible By Metro” type and logo lockup as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and “Open Streets Made Possible By Metro” type and logo lockup.

13.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

13.3 All Social Media notification calling out the event will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” Any graphics used in said notifications that include the title of the event must include the “Open Streets Made Possible By Metro” type and logo lockup as supplied by the LACMTA Program Manager.

13.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA’s online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

13.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA’s sole discretion.

13.6 Grantee shall ensure that all Communications Materials identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro,” or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA’s contribution to the Event as more particularly set forth in “Funding Agreement Communications Materials Guidelines” available online or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

13.7 Grantee shall submit all graphic files and Communications Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communications Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communications Materials have been released to the public, Grantee shall provide a copy of or notice of such Communications Materials to the LACMTA Open Streets Program Manager by e-mail.

13.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, Metro Bike Share bike rentals, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

13.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 14. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

13.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

#### 14. INDEMNITY

14.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents, and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, costs, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages)

(collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

## 15. OTHER TERMS AND CONDITIONS

15.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

15.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

15.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

15.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void,

or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

15.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

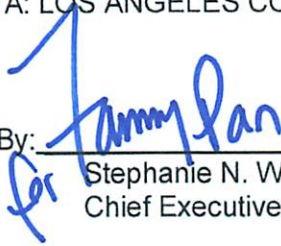
15.10 On September 26, 2002 the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and re-implementation.

Open Streets ID# 920000000CYC2102

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:



Stephanie N. Wiggins  
Chief Executive Officer

10/27/2022

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

By:



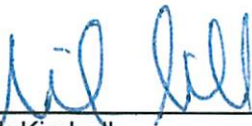
Deputy

10/13/2022

Date

GRANTEE: City of San Fernando

By:



Nick Kimball  
City Manager

10/20/2022

Date

APPROVED AS TO FORM (OPTIONAL):

By:

General Counsel

Date

## **EXHIBIT A SCOPE OF WORK**

### **Event Name:**

Northeast Valley Community Street Festival

### **Event Date and Time:**

Saturday, May 13, 2023 | 10am to 2pm

### **Event Description:**

The Northeast Valley Community Street Festival (NVCSF) supports the City of San Fernando Council's strategic goals (2022-2027) adopted to provide blueprint for programs and service that will be provide to the residence. It also capitalize on the City's annual Providence Holy Cross Healthy San Fernando 5K Walk and Relay event, which typically attracts more than 2,000 participants from across the San Fernando Valley and Los Angeles County. The proposed event is a collaborative effort with the City of Los Angeles, Council District 7 that will include the communities of Sylmar and Pacoima. The Valley's largest regional hospitals, Providence Holy Cross Medical Center, partner with the NVCSF to increase public awareness of obesity-related diseases while educating the community on the prevention of diseases through active living and healthy eating. A 5K/10K Run and Walk (8:00 am- 10:00 am) links this portion of the Valley. The NVCSF Open Streets event will begin immediately after the 5K/10K Run, Walk and effectively turn 7.5 miles of streets into a paved, urban playground, devoid of all motorized forms of transportation. It will incorporate the City of Los Angeles to include the Metrolink Station (a major transit hub) the Mission Trail Bike path and the communities of Sylmar and Pacoima. In keeping with the 5K/10K theme, the NVCSF Open Streets route will include five (5) destination "Legs," or zoned areas with different family-friendly activities for all age groups at the end of each leg of the route. This will encourage participants to physically bike to each leg of the route in order to reach a different activity. As shown on the Event Map (provided at the end of the Scope of Work), the City has programming in place for each leg. A description of the programming and activities for each leg is provided below:

Leg 1. Active Transportation – With its close proximity (less than .5 miles) to the Metrolink Sylmar/San Fernando Station, this "leg" of the route will promote the use of active transportation.

- a. All age groups will get to learn the local San Fernando Valley and Los Angeles County transit system through an interactive workshop and booths.
- b. The leg will include route-wide games, such as a Healthy San Fernando "Passport" game, in which participants get prizes for successfully completing each leg.
- c. Bike feeders, organized through the City's Open Streets event webpage, will also congregate in this area.

d. Other Activities/Amenities: Roving Bike Repair Support, Hydration Station, Selfie Station.

Leg 2. Refuel Right! Fest – This “leg” of the route will promote healthy eating and nutrition.

- a. Making smarter food choices will be highlighted in this area with a “Guess those Macronutrients” pop up display, in which participants will get to guess macronutrients in various food displays. For example, a hamburger will be displayed in a glass case, with the question: “How much protein is in this hamburger?” People will get to cast a ballot with their guesses. An hour before the Open Streets event ends, winners will be announced and provided prizes. Similar food/beverage demos will also be incorporated.
- b. All age groups will get to enjoy the flavors of San Fernando Valley’s local cuisines and restaurants, along with healthy food trucks.
- c. Other Activities/Amenities: Music/DJ, Healthy Eating Contests.

Leg 3. Downtown Art Walk – The City of San Fernando is the oldest city in the San Fernando Valley and therefore has a rich, diverse and colorful history. This “leg” of the route will showcase and highlight the City’s historic Downtown district, mall, businesses. It will be the central hub connecting the entire route.

- a. All age groups will get to draw with chalk on the streets and watch live, local artists draw and paint. Local artists will also be able to display and sell their art, creating a true, art walk.
- b. A parade will be organized consisting of local, cultural dance groups and performances representing multicultural communities in the San Fernando Valley, such as Bollywood, Folklorico, and Aztec Dance JAM session.
- c. The historically significant Lopez Adobe will be included in this “leg” of the route, offering a dance floor where children can dance and move. Veracruz style musicians may also be incorporated in this area.
- d. A historic Downtown bike tour will also lead participants through the route to learn about the history of the City and of the San Fernando Valley.
- e. Other Activities/Amenities: Spin Art (art made using bikes/wheels), HairArt and Braiding, Face Painting, Music/DJ, Selfie Station.

Leg 4. InMotion: Bike/Ped Safety – This “leg” of the route will promote bicycle and pedestrian safety awareness, which is in line with the City’s current endeavor to create an Active Transportation and Safe Routes to School Plan.

- a. Children will get to learn how to stay safe while walking and biking in any setting, particularly in an urban environment, through a bicycle rodeo, beginning each hour.
- b. Teens and young adults will get to watch a BMX biking stunt show while also learning safety tips. They will also have chances to win helmets and other safety gear through



raffles and contests.

c. In addition to biking the area, adults will get to “Map Your Ride,” which will be an interactive experience, allowing adults to map their ride to work using existing multimodal modes of transportation. This will effectively allow them to learn new ways of getting to work that they may not have considered previously. They will also be able to visually compare active modes of transportation vs. automobile against their personal health and financial benefits.

d. Other Activities/Amenities: Roving Bike Repair Support, Spa Water, Selfie Station.

Leg 5: ChallengeU: Physical Fitness – This “leg” of the route is a self-challenging zone meant to increase awareness of participant’s own personal fitness.

a. Children will get to enjoy various small activity challenge booths. Once each is completed, children will be able to dash, pedal and move through a larger obstacle course to obtain a health-related prize.

b. Teens and adults will learn the benefits of physical activity through an interactive experience, involving a series of fitness challenges, testing strength, cardio, aerobics and other measures of physical fitness. Upon completion, participants will learn how to improve their current fitness level.

c. Other Activities/Amenities: Zumba, Yoga, Hip Hop, Ping Pong, Hula Hoops, Outdoor Waterless Rowing, Jump ropes, resistance bands, hurdles, sandbags, agility ladders, battle ropes, Pop Up Arcade, Selfie Station.

## Agenda

(1) 5K /10K Run or Walk

8:00 a.m. 5K

8:30 a.m. 10K

9:30 a.m. 5K relay run

(2) Northeast Valley Community Street Festival - Open Streets

10:00 a.m. route opens

2:00 p.m. event end of Open streets

## Event Location:

City of San Fernando and City of Los Angeles, specifically San Fernando Road (from Bledsoe St. to Van Nuys Blvd.), Maclay St. (from San Fernando Road to Glenoaks Blvd.), Van Nuys Blvd. (from Brandley Ave. to Oneida Ave.).

## Roles and Responsibilities:

The City of San Fernando will be the lead agency, with support from the City of Los

Angeles, and oversee all work related to this event, as follows:

(1) The City will work with non-profits and other organizations in order to ensure a successful event.

a. Current partners who have already pledged their services include:

- i. Providence Holy Cross Medical Center
- ii. California State University Northridge
- iii. San Fernando Downtown Mall Association

b. Other potential partners, with whom the City is currently working with to implement the 5K Relay Walk or Run event, include:

- i. San Fernando Chamber of Commerce
- ii. Kaiser Permanente
- iii. LA Care Health Plan
- iv. Ford Theatre Foundation (cultural/dance programming)
- v. Relay for Life
- vi. Facey Medical Group
- vii. LA Mission Community College

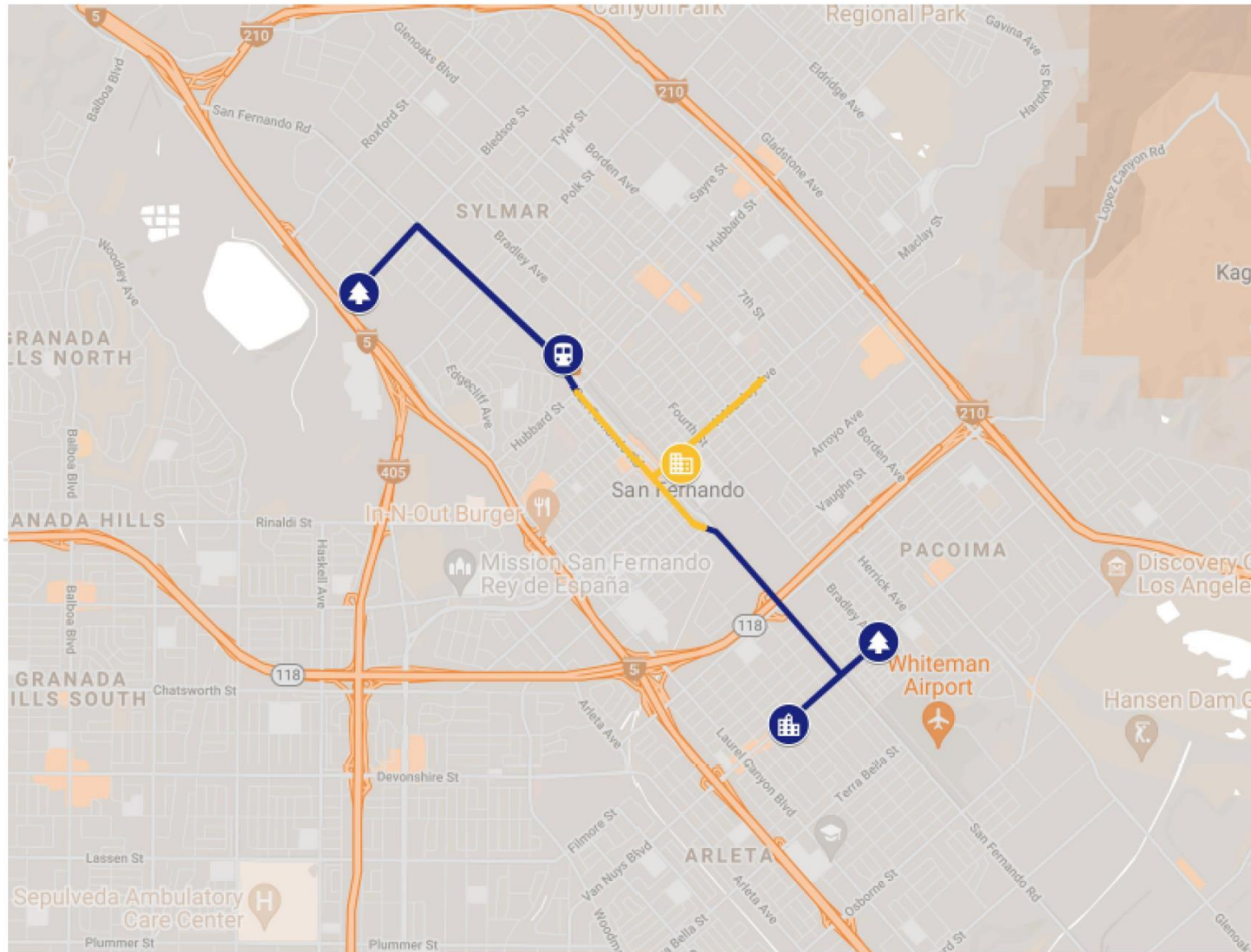
c. Specific active/multi-modal focused organizations which can potentially offer assistance include, but are not limited to:

- i. San Fernando Valley Bicycle Club (SFVBC)
- ii. San Fernando Valley Mountain Bikers

(2) The City will select, through a formal RFP process, a consultant to manage, promote and implement the event, including communications through print, news, radio and social media. The consultant will also brand the project, including website, flyers and other marketing strategies.

Contact Information: Julian Venegas, Recreation and Community Services Director  
Phone: (818) 898-1290, Email: [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org)

## EVENT MAP



## EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$600,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

<b>Category</b>	<u>Metro Grant Award</u>	<u>Local Match</u>
Non-Infrastructure	\$500,000	\$100,000

### Sources of Local Financial Assistance

<u>Funding Source</u>	<u>Amount</u>
ROW Lease Funds	\$500,000

### Local Match

<b>FUNDING SOURCES</b>	<b>TOTAL (\$)</b>	<b>PC25 (\$) Metro Funding</b>	<b>LOCAL (\$)¹ City Funding</b>
Metro Grant Award And Local Match	\$600,000	\$500,000	\$100,000

<b>ELIGIBLE COSTS</b>	<b>TOTAL (\$)</b>	<b>PC25 (\$)</b>	<b>LOCAL (\$)¹</b>
Outreach cost	\$105,000	\$84,000	\$21,000
Pre-event Planning costs	\$247,000	\$194,600	\$52,400
Event Day costs (Staffing, rentals, permits, etc.)	\$248,000	\$198,400	\$49,600
<b>Total</b>	<b>\$600,000</b>	<b>\$500,000</b>	<b>\$100,000</b>

1. In-kind local contribution as required by the Metro Open Streets Grant Program

## EXHIBIT C STANDARDIZED DATA COLLECTION TEMPLATE

### METRO OPEN STREETS PARTICIPANT / VOLUNTEER ANECDOTAL INTERVIEWS

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how the open street events affect neighborhoods where the events take place. We are conducting interviews with participants and volunteers along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Any personally identifiable information collected through this survey is collected solely for the purpose of contacting you to clarify any information provided, if needed. Any personally identifiable information collected will not be sold or otherwise be distributed outside of the City of San Fernando government or LA Metro. Do I have your permission to record this interview?

1. Are you participating in the event today?
  - a. If yes: Is this your first time participating in an open street event?
  - b. If no: Where have you participated previously?
2. Not including today, have you ever participated in an Open Streets event similar to this, or CicLAvia, in the past?
  - a. Yes
  - b. No
3. How long are you staying at the Open Streets event today?
  - a. Less than 30 minutes
  - b. 30 to less than 60 minutes
  - c. Between 1 and 2 hours
  - d. Between 2 and 3 hours
  - e. More than 3 hours
4. Do you perceive this open street event as improving this neighborhood / community?
5. How did you arrive at today's event?
 

a. Automobile	b. Bike	c. Walk
d. Other wheeled device	e. Transit (Rail)	f. Transit (Bus)
6. If you used Metro for transportation to the event.
  - a. How did you access Metro today?
 

a. Automobile	b. Bike	c. Walk	d. Other wheeled device
---------------	---------	---------	-------------------------
  - b. Do you ever ride Metro?
 

a. Never	b. Less than once a month	
c. Several times a month	d. Several times a week	e. Daily

7. After today's event, your use of transit is likely to:  
a. Increase    b. Stay the same    c. Decrease    d. Don't know
8. After today's event, how likely are you to walk in your neighborhood? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
9. After today's event, how likely are you to ride a bike on city streets? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
10. Would you like to see this event in your neighborhood?  
a. If yes: How often?
11. May we follow up with you after today to ask a few questions about your experience at the open street event?  
a. If yes: Please provide contact information below.
12. What is your 5-digit zip code?
13. What is your gender?  
a. Male  
b. Female  
c. Other
14. What is your age group?  
a. 17 or younger  
b. 18-29  
c. 30-39  
d. 40-49  
e. 50-59  
f. 60 or older

Participant name:

Email or phone number:

## **METRO OPEN STREETS PARTICIPANT METRO RAIL SURVEY**

1. Are you participating in today's Open Streets event?  
a. Yes  
b. No
2. Is this your first-time riding Metro rail?  
a. Yes (Go to question 6)  
b. No (Go to question 5)
3. What best describes your use of public transit?  
a. Daily

- b. More than once a week
  - c. Once a week
  - d. Once a month
  - e. Less than once a month
- 4. After today's event would you use public transit again in the future?
  - a. Yes
  - b. No
  - c. I don't know
- 5. If you weren't participating in today's event, would you have used public transportation today?
  - a. Yes
  - b. No
  - c. I don't know
- 6. What is your 5-digit zip code?
  - a. Zip Code:

## **METRO OPEN STREETS BUSINESS OWNER ECONOMIC BENEFIT INTERVIEWS AFTER EVENT**

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

- 1. Did you experience the open streets event?
  - a. If yes: What do you understand the event to be?
- 2. Did your business participate and/or interact in the open streets event?
  - a. If yes: How did your business participate and/or interact with the event?
- 3. Did the open street event bring new or more patrons to you?
- 4. How did the event affect your business? Please rank on a scale from 1 to 5 with 1 affecting your business the least and 5 affecting your business the most.
- 5. How did the event affect your community? Please rank on a scale from 1 to 5 with 1 affecting your community the least and 5 affecting your community the most.
- 6. Did your business experience any change in sales volume during the event?
  - a. Are you willing to share sales volume information from the event as compared to a non-event Sunday?
- 7. How often would you like to see this event return to this street and/or this neighborhood?
  - a. Never
  - b. Once every other year
  - c. Once a year
  - d. More than once a year

8. Do you have any other thoughts to add about this event?

Business name:

Describe business:

## **METRO OPEN STREETS BUSINESS OWNER ANECTODAL INTERVIEWS DAY OF EVENT**

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

1. Are you familiar with the open streets event today?
  - a. If yes: What do you understand the event to be?
2. Is your business participating and/or interacting with the open streets event today?
  - a. If yes and held previously in the community: Is this your first time participating in an open street event?
  - b. In what way will your business participate and/or interact with today's event?
3. Does your business do any type of marketing or advertising?
  - a. If yes: What type of advertising do you do?
  - b. Do you believe this event may bring better recognition to the products or services your business offers?
4. Have you noticed any changes in your customer volume or demographics today?
5. What effect do you believe today's event has on this community? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
6. What effect do you believe today's event has on your business? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
7. Would you like to see this event return to this street at another point in the future?
  - a. If yes: How often would you like to see this event happen?
  - b. If no: Would you recommend this event to happen on a different street in this neighborhood?
8. In the past has your business supported transportation improvements, particularly for public transit, walking or riding a bike in this community?
9. Do you believe that by experiencing today's event your business may support these improvements in the future?



Open Streets ID# 920000000CYC2102

10. Do you think this community would benefit from future transportation improvements, particularly those for riding a bike, walking and/or public transit?
11. Can I come back after the event and ask you some follow-up questions? If yes, when would be a good time?
12. Do you have any other thoughts to add about this event?

Business name:

Describe business:

ATTACHMENT “B”

## REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals for:

### PROGRAM MANAGEMENT SERVICES OPEN STREETS EVENT

RELEASE DATE: February 6, 2023

RESPONSE DUE: March 6, 2023

## GENERAL INFORMATION

The City of San Fernando is located in the northeast San Fernando Valley and is encircled by the City of Los Angeles. The City of San Fernando is approximately 2.4 square miles and has a population of nearly 24,000 residents. The Recreation and Community Services Department is collaborating with the City of Los Angeles Council District Seven, in particular the communities of Pacoima and Sylmar with a population of nearly 170,457 citizens, to host a Metro Open Streets Grant Event. The Open Streets Event will transform busy roads and thoroughfares into open spaces for walking, bike riding, skateboarding, or any non-motorized modes of transportation. The event also provides an opportunity for local businesses and community-based organizations to promote their goods and services to the event participants.

The Open Streets Event billed as the Northeast Valley Community Street Festival (NVCSF) will connect the City of San Fernando with the neighborhoods of Sylmar and Pacoima along a 7.5-mile route utilizing San Fernando Road, Maclay Avenue, and Van Nays Blvd. The NVCSF event is scheduled to take place on Saturday, September 23, 2023, between the hours of 10:00 am and 2:00 pm. The route will feature a minimum of five themed legs or activity zones where community members will interact with exercise demos, public art displays, and cultural and live performances. A more detailed description of the activity zones is available in the NVCSF Event Description (Exhibit A) of this Request for Proposals (RFP).

The City of San Fernando ("City") is seeking proposals from qualified firms ("Consultant") to provide Event Management services (hereinafter referred to as "Services") for the City's 2023 Northeast Valley Community Street Festival, in accordance with the terms and conditions prescribed in this RFP. Respondents are advised to read this information carefully prior to submitting a proposal.

## BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including Administration, Police Department, Public Works Department, Recreation and Community Services Department, Community Development Department, and Finance Department. The City employs approximately 100 full-time employees from a total Adopted Budget for the fiscal year 2022-2023 of \$53.8 million, which includes a General Fund budget of \$25.3 million. The City is a cost-conscious provider of outstanding public services to its citizens and local businesses.

The City actively pursues grant funding to augment and enhance the programs and services provided to the public. One such grant is the Metro Open Streets Event program, which is funded by Proposition C. As a recipient of public funds, the City believes in an open competitive process for awarding product and service contracts. The City evaluates all proposals submitted to select the best Consultant for the public dollar. The City is interested in receiving responsive and

competitive proposals from experienced and qualified Consultants to provide Services for the NVCSF event. The following describes the technical environment, contractor staffing, qualifications, and performance expectations for this RFP.

## **INSTRUCTIONS FOR SUBMITTING CONTRACTORS**

### **A. Examination of Proposal Documents**

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

### **B. Questions/Clarifications**

Please direct any questions regarding this RFP to Julian Venegas, Recreation and Community Services Director, via e-mail at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org). Questions must be received by 5:00 p.m. on **Wednesday, February 22, 2023**. Responses to all questions received prior to the deadline will be posted on the City's website on **Monday, February 27, 2023**.

### **C. Submission of Bid Proposals**

Firms must submit their proposals as a hard copy and as an electronic copy. Hard copies may be sent in a sealed envelope to the San Fernando City Clerk's Office, located at 117 Macneil Street, San Fernando, California, 91340. Electronic copies may be sent to Julian Venegas, Recreation and Community Services Director, at [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org), with the subject line "City of San Fernando RFP – Program Management Services for Open Streets Event." All bid proposals must be received on or before **Monday, March 6, 2023, at 4:30 p.m.** All proposals received after the due date will not be accepted.

### **D. Withdrawal of Proposals**

A firm may withdraw its proposal at any time before the due date by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

### **E. Rights of the City of San Fernando**

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

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;

- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request for Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

**F. Contract Type**

It is anticipated that a standard Professional Services Agreement (PSA) contract will be executed subsequently to City Council review and approval of the recommended firm. A sample of the standard PSA agreement is enclosed as Exhibit "B".

**G. Collusion**

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

**SCOPE OF WORK**

The City of San Fernando is soliciting proposals from qualified and experienced firms to manage the Northeast Valley Community Street Festival, a Metro Open Streets Event. The NVCSF is a 7.5-mile street closure event that connects the City of San Fernando, Sylmar, and Pacoima through the corridors of San Fernando Road, Maclay Avenue, and Van Nays Boulevard. The event utilizes communal gathering locations such as the Downtown District, Westside Park, Bradly Plaza, and Pacoima City Hall to serve as activity zones. The event will highlight alternative modes of transportation at the San Fernando/Sylmar Metrolink Station, and the Mission City Bike Trail.

The streets closures void of motor vehicles will allow the public to walk, bike, or take transit, possibly for the first time. The route activities will include, but not be limited to, walking fun zones, farmers markets, physical activity challenges, music and dance performances, and street art exhibitions. A 5K Run/Walk activity may be hosted if feasible within the greater Open Streets event. Hubs or legs along key communal gathering places will host the activities mentioned. A description of the legs' activities is available in the Event detailed attached as Exhibit "A".

Prospective Consultants should have significant and relevant experience and familiarity in hosting events that promote bicycle and pedestrian awareness, the safe use of bicycles, and pedestrian

activity by connecting diverse portions of the Northeast San Fernando Valley region through temporary public spaces, free of cars and traffic, and open to non-motorized modes of mobility. The projected timeline for implementation of the program management services is nine (9) months from the date the agreement is executed by all parties.

The Event Project Management is subdivided into five major service areas that include Administration, Marketing and Community Engagement, Management/Program Coordination (Day of Event), Safety Management, and Grant Compliance. The Services may be sub-contracted provided sub-contractors are listed in the proposal detailing their experience and qualifications to provide such services. The City may modify the Scope of Work through negotiation and/or by a written addendum issued by the City, which becomes part of the original agreement. The successful Consultant is expected to furnish all personnel to provide the following services in the following areas:

**A. Administration**

The Consultant shall assign a Project Manager (PM) to this event that will be the main point of contact with City staff. The PM must be available to:

1. Coordinate Project Kick-Off Meetings involving the City, DC& and LADOT staff.
2. Attend meetings and provide written reports to City staff after each meeting regarding progress in performing required tasks needed to host a successful event.
3. Host monthly Technical Advisory Meetings to discuss and guide event implementation, key stakeholders will be invited to participate in such meetings.
4. Provide a list of partners and the roles they play in the event planning and production of the event.
5. Coordinate with Health providers to implement health activities as part of this Open Streets Event.
6. Coordinate with local merchants and Community Base Organizations.
7. Submit appropriate procurement forms, permits, and licenses for the event.

**B. Marketing and Community Engagement**

1. Establish a Community Advisory Committee for Sylmar, Pacoima, and the City.
2. Targeted Market Identification and Event Branding.
3. Communications, Public Relations, and Marketing Plan.
4. Multilingual Marketing Materials Development.
5. Develop a Sponsorship Plan for the event.
6. Community Engagement – Website and Social Media Outreach, PSAs, Radio, etc.
7. Conduct workshops prior to the event to educate residents - Bike Educational Workshops, alternative transportation, etc. in each community (Sylmar, Pacoima, and City of San Fernando).
8. Recruit, train, and manage volunteers to work the day of the event.
9. Present to City Council and CD7 representatives.

**C. Management/Program Coordination Day of Event**

1. Consult with Public Works and Public Safety on the finalized route. Ensure that all soft and hard closures are feasible for the day of the event.
2. Establish and promote a Community Engagement platform to gather statistical data on the day of the event.
3. Identify a wide array of eateries, cafes, boutiques, entertainment, art galleries, and other businesses to serve in the assigned activity zone/hub area.
4. Coordinate with Metro and municipal transit service operators to provide access to the event.
5. Provide an outline of the general elements/ideas/goals that will be represented in the activities along the route. Implement these elements/ideas/goals in the assigned activity zones/hub areas.
6. Set up activity zones, activity signage for hub areas, booths, decorations, etc.
7. Promote and implement healthier environments, active living, and sustainable communities.
8. Obtain event insurance (including applicable waivers/permits) and ensure compliance with all City/County permitting procedures and guidelines.

**D. Safety Management**

1. Develop a Traffic Management Plan for the entire 7.5-mile event route.
2. Notification of street closures affecting public transit agencies (Buses and Rail).
3. Coordination with Fire, Police, and Public Works in respective jurisdictions (City of Los Angeles, City of San Fernando).
4. Create Map Guides for the event.
5. Participant Safety – hydration zones, restrooms, bike dismount areas, pedestrian crossings, etc.
6. Create a Vendor and volunteer management Plan.
7. Coordinate with vendors and businesses along the route.
8. Surveying all aspects of the event for optimal security.
9. Develop a Clean-Up and tear-down plan.

**E. Grant Compliance Project Close-Out**

1. Grant Reporting shall comply with all applicable requirements of Metro regarding Project reporting and audit requirements.
2. Data Analysis & Event Evaluation Narrative and Financial Report on Project Progress as required.
3. Complete all Federal procurement forms.
4. Conduct participant / volunteer anecdotal interviews
5. Project Closeout Report.

## INFORMATION TO BE SUBMITTED

The content and sequence of the information contained in each copy of the proposal shall be as follows:

### **A. Cover Letter**

Introduction of the firm submitting the proposal, including a general description of the firm's qualifications and experience relevant to the requested services, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

1. Complete name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.
2. Complete the name, title, address, e-mail address, and telephone number of each principal officer.
3. Identify the legal entity of the Consultant and state the number of years the entity has been organized and doing business under this legal structure.
4. Documentation of the financial status of the firm to ensure the firm will continue to be in business through the contract period and finance the costs of adequate personnel and other support requirements.

### **B. Organizational Information**

The consultant will include an organizational chart and staffing plan for key personnel the Consultant plans to assign to the ongoing management of the services described in the Scope of Work. A section titled "Proposed City of San Fernando Team" shall be included and will include resumes, certifications, etc. for the proposed team that will be assigned to the City that demonstrates their abilities, skill level, and experience to accomplish the required tasks.

### **C. Qualifications and Experience**

The Consultant will demonstrate that the firm expresses a clear understanding of the Scope of Work and indicate features, skills, and/or services that distinguish the firm as the better choice for the City. The Consultant will provide a minimum of three (3) examples of comparable work performed during the last three years that best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Work section of this RFP. Include dates and descriptions of the services that were provided.

Consultant shall provide a minimum of three (3) and maximum of five (5) references and should include any California governmental clients or similar public agencies for which



contracts were performed. For each reference, the information shall include the name of the client with current address, telephone number, e-mail address, and contact person of each client who would be most familiar with the services provided. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant's background and experience.

1. **Procedures and Methodology** – The proposal shall provide a detailed description of the firm's proposed approach demonstrating how the goals and objectives will be accomplished as outlined in the Scope of Work.
2. **Quality Control** – The Consultant shall describe the firm's policies and procedures for assuring high-quality work, including monitoring of any proposed sub-contracts.
3. **Schedule Detail/Schedule Control** – The Consultant shall provide a detailed schedule outlining the tasks, activities, deliverables, milestones, and duration required for the completion and submission of each of the following deliverables.

**D. Cost Summary**

The cost summary shall be submitted in a separate sealed envelope. All costs should reflect "not to exceed" figures. Fee schedules, including hourly rates for the prime consultant and all sub-consultants, meetings, and reproduction costs, should accompany the cost summary.

**E. Compensation Schedule**

In a separate sealed envelope labeled "Compensation Schedule," the Consultant shall include an appropriate compensation schedule to meet its workload and staffing needs. Include the hourly rate for all personnel assigned to the City, the number of hours each staff member will be assigned for each major task in the Scope of Work, as well as a list of all other reimbursable costs incurred in the performance of services required in the Scope of Work. A discussion on how the firm controls overall costs for Services to the City should be included as well.

**F. Conflict of Interest Statement**

Include a statement disclosing any involvement with plan/development projects in the City of San Fernando by the consultant (and sub-consultants) within the last year. The City of San Fernando reserves the right to reject any proposals having the potential for a conflict of interest.

**G. Signature**

The proposal shall be signed by an official who is authorized to bind the consulting firm and shall contain a statement that guarantees that the proposal/cost estimate is valid for ninety (90) days.

## **SCHEDULE FOR SELECTION**

RFP Available:	February 6, 2023
Question Submittal Deadline:	February 22, 2018
Response to Questions:	February 27, 2023
Interviews/Contract Negotiations (if necessary):	March 9, 2023
Agreement Presented to Council for Review & Approval:	March 20, 2023

## **METHOD OF SELECTION AND NOTICES**

The Recreation and Community Services Director and staff from Los Angeles Council District 7 and the Los Angeles Department of Transportation will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness of the Event
- Responsiveness to Service Needs
- Potential Benefits of the Northeast Valley Region
- Experience of the firm providing similar services to other municipalities
- Cost-effectiveness
- Quality of proposed staff

**EXHIBIT A****Event Description**

**Event Name:** The Northeast Valley Community Street Festival

**Event Date and Time:** Saturday, September 24, 2023, | 10 am to 2 pm

The Northeast Valley Community Street Festival (NVCSF) aligns with the adopted City of San Fernando City Council's strategic goals (2022-2027) to provide a blueprint for programs and services provided to the residents of San Fernando. The event also serves as a venue for the Los Angeles City Council District 7 to engage its constituents in the communities of Sylmar and Pacoima.



NVCSF is a collaborative effort to bring together various factions of the community to make participants aware of the alternative modes of transportation available in the region. The event closes down miles of streets creating open space for local businesses, Community Based Organizations, Faith Based groups, Artisans, and Health Organizations to engage the public. The NVCSF Open Streets event effectively turns 7.5 miles of streets into a paved, urban playground, devoid of all motorized forms of transportation. Allowing participants to run, walk, skate, and bike along the route and interact with the vendors along the route.

The Northeast Valley's largest regional hospital, Providence Holy Cross Medical Center, will collaborate with the NVCSF to increase public awareness of obesity-related diseases while educating the community on the prevention of diseases through active living and healthy eating. A proposed 5K/10K Run and Walk link the three communities together. The event incorporates alternative modes of transportation at the San Fernando Sylmar Metrolink Station (a major transit hub), and the Mission Trail Bike path that runs through the communities of Sylmar and Pacoima.

The NVCSF Open Streets route will include a minimum of five (5) destination "Legs," or activity areas with different family-friendly activities for all age groups at each entry point of the route. Participants are encouraged to physically bike to each leg of the route to reach a different activity zone. The NVCSF event map shows the 7.5-mile route where the City, Sylmar, and Pacoima will host these legs for programming activities, and provide open space for vending.

The City has programming in place for each hub. A description of the programming and activities for each hub/leg is provided below:

Hub 1. Active Transportation – With its proximity (less than .5 miles) to the MetroLink Sylmar/San Fernando Station, this leg of the route will promote the use of active transportation.

- a) All age groups will get to learn about the local San Fernando Valley and Los Angeles County transit system through an interactive workshop and booth.
- b) The leg will include route-wide games, such as a Healthy San Fernando “Passport” game, in which participants get prizes for completing each leg.
- c) Bike feeders, organized through the City’s Open Streets event webpage, will also congregate in this area.
- d) Other Activities/Amenities: Roving Bike Repair Support, Hydration Station, Selfie Station.

Hub 2. Refuel Right! Fest – This leg of the route will promote healthy eating and nutrition.

- a) Making smarter food choices will be highlighted in this area with a “Guess those Macronutrients” pop-up display, in which participants will get to guess macronutrients in various food displays. For example, a hamburger will be displayed in a glass case, with the question: “How much protein is in this hamburger?” People will get to cast a ballot with their guesses. An hour before the Open Streets event ends, winners will be announced and provided prizes. Similar food/beverage demos will also be incorporated.
- b) All age groups will get to enjoy the flavors of San Fernando Valley’s local cuisines and restaurants, along with healthy food trucks.
- c) Other Activities/Amenities: Music/DJ, Healthy Eating Contests.

Hub 3. Downtown Art Walk – The City of San Fernando is the oldest city in the San Fernando Valley and therefore has a rich, diverse, and colorful history. This “leg” of the route will showcase and highlight the City’s historic Downtown district, mall, and businesses. It will be the central hub connecting the entire route.

- a) All age groups will get to draw with chalk on the streets and watch live, local artists draw and paint. Local artists will also be able to display and sell their art, creating a true, art walk.
- b) A parade will be organized consisting of local, cultural dance groups and performances representing multicultural communities in the San Fernando Valley, such as Bollywood, Folklorico, and Aztec Dance JAM sessions.
- c) The historically significant Lopez Adobe will be included in this leg of the route, offering a dance floor where children can dance and move.
- d) A historic Downtown bike tour will also lead participants through the route to learn about the history of the City and the San Fernando Valley.
- e) Other Activities/Amenities: Spin Art (art made using bikes/wheels), Hair Art and Braiding, Face Painting, Music/DJ, Selfie Station.

Hub 4. In Motion: Bike/Ped Safety – This leg of the route will promote bicycle and pedestrian safety awareness, which is in line with the City’s current endeavor to create an Active Transportation and Safe Routes to School Plan.

- a) Children will get to enjoy various activity challenge booths. Once each is completed, children will be able to dash, pedal, and move through a larger obstacle course to obtain a health-related prize.
- b) Teens and young adults will get to watch a BMX biking stunt show while also learning safety tips. They will also have chances to win helmets and other safety gear through raffles and contests.
- c) In addition to biking the area, adults will get to “Map Your Ride,” which will be an interactive experience, allowing adults to map their ride to work using existing multimodal modes of transportation. This will effectively allow them to learn new ways of getting to work that they may not have considered previously. They will also be able to visually compare active modes of transportation vs. automobiles against their health and financial benefits.
- d) Other Activities/Amenities: Roving Bike Repair Support, Spa Water, Selfie Station.

Hub 5: 5K Relay Run/Walk: – This leg of the route is a self-challenging Physical Fitness zone meant to increase awareness of the participant’s fitness.

- a) Children, adults, and seniors will have an opportunity to participate in the Relay Run, Individual Run, and the Kid’s Fun Tot Run in addition to various activity challenge booths.
- b) Participants will take advantage of the health fair and learn the benefits of physical activity, proper nutrition, and disease prevention through interactive experience and screenings testing strength, cardio, aerobics, and other measures of physical fitness.
- c) Other Activities/Amenities: Live entertainment, community altars, cultural performances, and vendors. Pop Up Arcade, Selfie Station.

Booths will be spread throughout the route to include local merchants, non-profit/faith-based organizations, and private corporations.

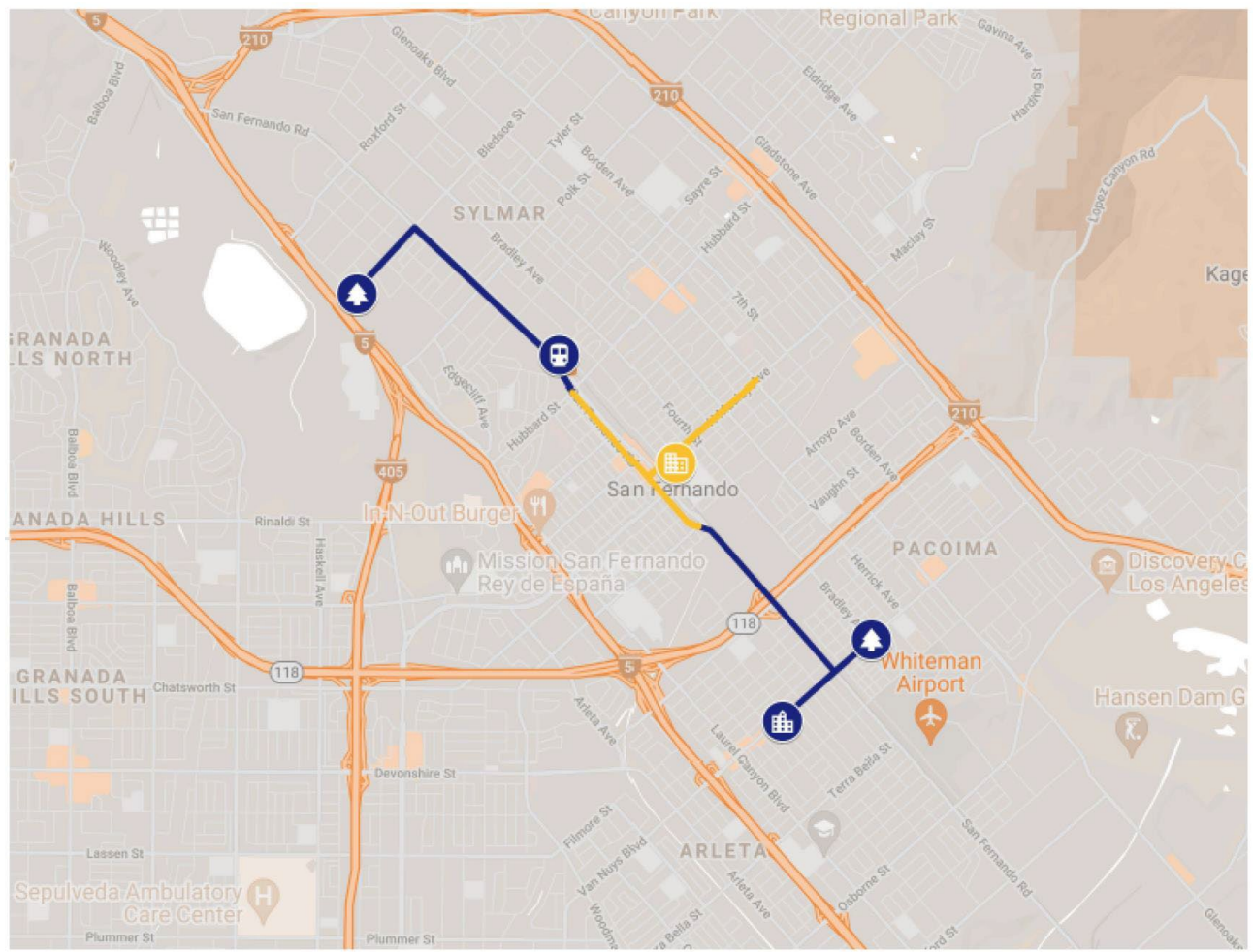
#### Propose Event Day Agenda

- 1. Street Closures 5:00 a.m.
- 2. Vendor Set up 7:00 a.m.
- 3. 5K Walk or Run
  - 8:00 a.m. 5K individual run
  - 8:30 p.m. 5K relay run
  - 9:30 p.m. Kid’s Fun Run
- 4. Northeast Valley Community Street Festival 10:00 a.m. to 2:00 p.m.

**Event Location:** City of San Fernando and City of Los Angeles, specifically along San Fernando Road (from Bledsoe St. to Van Nuys Blvd.), along MacLay St. (from San Fernando Road to Glenoaks Blvd.), along Van Nuys Blvd. (from Brandley Ave. to Oneida Ave.).

**Contact Information:** Julian Venegas, Recreation and Community Services Director Phone: (818) 898-1290, Email: [jvenegas@sfcity.org](mailto:jvenegas@sfcity.org)

## Event Map





**Exhibit B**

2022

CONTRACT SERVICES AGREEMENT

(Contractor: **INSERT NAME**)

(Nature of Engagement: **INSERT DESCRIPTION OF ENGAGEMENT**)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this **\_\_\_\_\_** day of **\_\_\_\_\_**, 2022 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **INSERT CONTRACTOR NAME** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires **INSERT THE KIND OF SERVICES REQUIRED**; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of **\_\_\_\_\_, 2022** under Agenda Item No. **\_\_\_\_\_**.

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

**SECTION 1. SCOPE OF WORK.**

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY **INSERT SERVICES REQUIRED**. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "[**INSERT NAME OF CITY REQUIREMENTS**]" (hereinafter the "CITY REQUIREMENTS") and the written proposal of CONTRACTOR entitled "**INSERT TITLE OF PROPOSAL**" (hereinafter, the "CONTRACTOR PROPOSAL") dated **INSERT DATE OF PROPOSAL**. The CITY REQUIREMENTS and the CONTRACTOR PROPOSAL are attached and incorporated hereto as **Exhibits "A" and "B" respectively**. The term "Scope of Work" shall be a collective reference to the CITY



REQUIREMENTS and the CONTRACTOR PROPOSAL. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY REQUIREMENTS and the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY REQUIREMENTS shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. **IF NO CITY REQUIREMENTS ISSUED:** Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain proposal of CONTRACTOR entitled **“INSERT TITLE OF PROPOSAL”** dated **INSERT DATE OF PROPOSAL** (hereinafter, the “CONTRACTOR PROPOSAL”) which is attached and incorporated hereto as **Exhibit “A”**. **CONTRACTOR** 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.”
- C. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- D. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed except at CONTRACTOR’s risk until written instructions are received from the City Representative as defined herein.
- E. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the



performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR's cessation or abandonment.

## **SECTION 2. PROSECUTION OF WORK.**

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed by [insert time to be completed by or Insert date to be completed by of CITY's issuance of the Notice to Proceed] (hereinafter, the "Completion Date").
- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

### SECTION 3. COMPENSATION.

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's **INSERT DATE** quote (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto **as Exhibit "C"**.
- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the sum of **INSERT WRITTEN AMOUNT (\$INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR 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. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.
- C. Following the conclusion of Work requested pursuant to Section 1 above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, 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 CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

### SECTION 4. STANDARD OF CARE.

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA

requirements and applicable regulations of the Federal Department of Housing and Urbanization;

- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's 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
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR 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 Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

#### **SECTION 5. REPRESENTATIVES.**

- A. City Representative. For the purposes of this Agreement, the contract administrator and

CITY's representative shall be **INSERT CITY REPRESENTATIVE** (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, **INSERT CONTRACTOR REPRESENTATIVE**, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

#### **SECTION 6. CONTRACTOR'S PERSONNEL.**

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the Work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the duration of the Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the duration of the Agreement, all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

**SECTION 7. SUBSTITUTION OF KEY PERSONNEL.** CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE].**

**SECTION 8. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.**

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
  - 1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
  - 2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and

a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this

contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

**SECTION 9. PROHIBITED INTERESTS.** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working

solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR 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 CONTRACTOR, 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 absolute and unfettered right to rescind this Agreement without liability or penalty. For the duration 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.

#### **SECTION 10. INDEPENDENT CONTRACTOR.**

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the duration of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement



as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.

- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**SECTION 11. CONFLICTS OF INTEREST.** CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

**SECTION 12. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the Work under this Agreement.

**SECTION. 13. INDEMNIFICATION.**

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers,

agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

#### **SECTION 14. INSURANCE.**

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
  - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
  - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's

Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

- F. CONTRACTOR shall provide proof that policies of insurance expiring during the duration of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems

necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**SECTION 15. RECORDS AND INSPECTION.** CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

**SECTION 16. TERMINATION.**

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. 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 in this Section 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. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR'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; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by

CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) 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 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-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 subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in Exhibit "[insert letter of exhibit relevant to proposal]" that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-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 30-day cure period. The foregoing

notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.

3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR 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.
4. 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.
5. 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**SECTION 17. FORCE MAJEURE.** The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

**SECTION 18. NOTICES.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

**If to CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: **INSERT DEPARTMENT**  
Phone: (818) 898-1**212**

**If to CONTRACTOR:**

**INSERT CONTRACTOR NAME**  
**INSERT ADDRESS**  
Attn: **INSERT CONTACT NAME**  
Phone: **INSERT PHONE NUMBER**

**SECTION 19. PROHIBITION.** CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this



Agreement to any party other than CONTRACTOR.

**SECTION 20. ATTORNEY FEES.** In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

**SECTION 21. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

**SECTION 22. GOVERNING LAW; JURISDICTION.** 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.

**SECTION 23. SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**SECTION 24. CAPTIONS.** The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

**SECTION 25. EXECUTION.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**SIGNATURES ON NEXT PAGE**

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**

**CONTRACTOR NAME:**

By: \_\_\_\_\_  
Nick Kimball, City Manager

Date: \_\_\_\_\_

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

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

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

**APPROVED AS TO FORM**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**CITY REQUIREMENTS**

**EXHIBIT "B"**  
**CONTRACTOR PROPOSAL**

**EXHIBIT "C"**  
**CONTRACTOR QUOTE**

**RESOLUTION NO. 8209**

**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 to accept the METRO Open Streets Cycle 4 Grant ID# CYC2102 for \$500,000 to implement the Northeast Valley Community Street Festival to be held on Saturday, September 16, 2023; 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, has been adopted on June 21, 2023.

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

**SECTION 1.** The following adjustment is made to the City Budget:

METRO OPEN STREETS GRANT CYCLE FOUR:  
NORTHEAST VALLEY COMMUNITY STREET FESTIVAL

Increase in Expenditures	\$500,000
110-420-3711-4260	

Increase in Revenues	\$500,000
110-3697-3711	

**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 6<sup>th</sup> day of February, 2023.**

---

Celeste T. Rodriguez, 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. 8209, 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 6<sup>th</sup> day of February 2023, 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 February 2022.

---

Julia Fritz, City Clerk

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## AGENDA REPORT

**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Kanika Kith, Director of Community Development

**Date:** February 6, 2023

**Subject:** Second Reading for Adoption of Ordinance No. 1714 amending San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Chapter 106, Article III, Division 2, Section 359 “Two-unit Urban Residential Development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone, pursuant to Senate Bill 9

### RECOMMENDATION:

It is recommended that the City Council conduct a second reading, in title only, of Ordinance No. 1714 (Attachment “A”) titled, “An Ordinance of the City Council of the City of San Fernando, California, approving amendments to the San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Section 359 of Chapter 106, Article III, Division 2 “two-unit urban residential development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone pursuant to Senate Bill 9.”

### BACKGROUND:

1. On September 16, 2021, Governor Newsom signed Senate Bill (SB 9) into law that requires all local land use agencies to ministerially approve urban lot splits and allow development of two residential units per single-family residential lot. SB 9 became effective on January 1, 2022.
2. On January 18, 2022, the City Council adopted Interim Urgency Ordinance No. U-1706 to establish interim regulations and procedures for urban lot splits and two-unit residential development projects pursuant to SB 9.
3. On February 14, 2022, the regulations established in Interim Urgency Ordinance No. U-1706 were presented to the Planning and Preservation Commission (the “Commission”) and the Commission discussed options for initiating permanent regulations. The Commission continued the discussion to their next regular meeting of March 14, 2022.

**Second Reading for Adoption of Ordinance No. 1714 amending San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Chapter 106, Article III, Division 2, Section 359 “Two-unit Urban Residential Development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone, pursuant to Senate Bill 9**

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4. On March 1, 2022, the City Council adopted Urgency Ordinance No. U-1707 extending the temporary regulations to January 19, 2023, to allow time for staff to develop permanent regulations that balance the requirements of SB 9 with the City’s objective to ensure that residential development in the City is properly managed in the best interests of the public health, safety, and welfare.
5. On March 14, 2022, the Commission continued discussion to their April 11, 2022, meeting.
6. On April 11, 2022, the Commission was provided an overview of proposed provisions for urban lot splits and two unit housing developments pursuant to SB 9 for discussion and consideration. The Commission directed staff to further evaluate permanent regulations and prepare a draft ordinance.
7. On November 14, 2022, the Commission was presented with draft regulations for urban lot splits and two unit housing developments in single-family residential zones to amend the San Fernando Municipal Code to implement SB 9. The Commission discussed the proposed regulations and directed staff to research the inclusion of the affordable housing provision and further amend the draft regulations.
8. On December 19, 2022, the Commission considered the proposed regulations for urban lot split and two-unit residential development. The Commission voted 3-0 recommending the City Council adopt Ordinance No. 1712 to approve the proposed San Fernando Municipal Code amendment to impose the proposed regulations and to replace the current Interim Urgency Ordinance for SB 9.
9. On January 3, 2023, the City Council reviewed the proposed Ordinance as recommended by the Commission. The City Council voted 3-2 to continue the public hearing to the January 17, 2023 meeting to consider approval to extend the interim Urgency Ordinance U-1707 prior to the expiration date of January 19, 2023; and directed staff to present a revised proposed ordinance to City Council, and prepare summary of issues and standards that were previously discussed by the Commission.
10. On January 17, 2023, the City Council conducted a public hearing and voted 4-1 to extend Interim Urgency Ordinance No. U-1707, and introducing Ordinance No. 1714 for adoption.

**Second Reading for Adoption of Ordinance No. 1714 amending San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Chapter 106, Article III, Division 2, Section 359 “Two-unit Urban Residential Development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone, pursuant to Senate Bill 9**

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**ANALYSIS:**

Interim Urgency Ordinance No. U-1707 was due to expire on January 19, 2023. On January 17, 2023, the City Council extended the Interim Urgency Ordinance until Ordinance No. 1714 becomes effective, which will be effective 30 days after the second reading.

Ordinance No. 1714, which was approved City Council (4 ayes; 1 no) for first reading on January 17, 2023, will replace the Interim Urgency Ordinance to establish objective zoning, subdivision, and design review standards, as allowed by state law, and promote the orderly subdivision of parcels and development of housing under SB 9. The Ordinance No. 1714 maintains a majority of the regulations in the Interim Urgency Ordinance and includes additional regulations as recommended by the Planning and Preservation Commission on February 14, 2022, March 14, 2022, April 11, 2022, November 14, 2022, and December 19, 2022.

Ordinance No. 1714 will add two new code sections to the San Fernando Municipal Code, as follows:

- Chapter 106, Article III, Division 2, Section 359 “Two Unit Urban Residential Development”; and
- Chapter 78, Article II, Division 6 “Urban Lot Split”

If the City Council approves the second reading of Ordinance No. 1714 on February 6, 2023, the it will be effective on March 9, 2023, and the Interim Urgency Ordinance will no longer be in effect.

Environmental Review.

The adoption of Ordinance No. 1714 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) and Section 15378 (“not a project”) since it can be seen with certainty that adopting an ordinance to comply with the state law provisions of SB 9 will not have a significant effect on the environment.

**BUDGET IMPACT:**

Preparation of zoning related ordinances are included in the annual work program for the Community Development Department. Therefore, funding is included in the Fiscal Year 2022-2023 Adopted Budget.

**Second Reading for Adoption of Ordinance No. 1714 amending San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Chapter 106, Article III, Division 2, Section 359 “Two-unit Urban Residential Development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone, pursuant to Senate Bill 9**

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**CONCLUSION:**

Staff recommends that the City Council conduct a second reading for adoption of Ordinance No. 1714 amending San Fernando Municipal Code to add Chapter 78, Article II, Division 6 “urban lot split” and to add Chapter 106, Article III, Division 2, Section 359 “Two-unit Urban Residential Development” to establish regulations and standards for urban lot splits and two-unit residential development projects in single-family residential (R-1) zone, pursuant to Senate Bill 9.

**ATTACHMENT:**

A. Ordinance No. 1714

**ORDINANCE NO. 1714**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING AMENDMENTS TO THE SAN FERNANDO MUNICIPAL CODE TO ADD CHAPTER 78, ARTICLE II, DIVISION 6 "URBAN LOT SPLIT" AND TO ADD SECTION 359 OF CHAPTER 106, ARTICLE III, DIVISION 2 "TWO-UNIT URBAN RESIDENTIAL DEVELOPMENT" TO ESTABLISH REGULATIONS AND STANDARDS FOR URBAN LOT SPLITS AND TWO-UNIT RESIDENTIAL DEVELOPMENT PROJECTS IN SINGLE-FAMILY RESIDENTIAL (R-1) ZONE PURSUANT TO SENATE BILL 9**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, the City desires to ensure that residential development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan and reasonable land use planning principles; and

**WHEREAS**, on September 16, 2021, California Governor Gavin Newsom signed Senate Bill 9 (SB 9) into law as part of an effort to address the State's housing crisis by streamlining housing production; and

**WHEREAS**, the new legislation became effective on January 1, 2022, and requires local agencies to ministerially approve urban lot splits and development of two residential units per single family residential lot provided the projects meet certain criteria; and

**WHEREAS**, the City wishes to balance compliance with State law with the rights still preserved under the new legislation authorizing the City to establish objective zoning, subdivision and design review standards consistent with SB 9 required to approve urban lot splits and two-unit residential development; and

**WHEREAS**, on January 18, 2022, the City Council adopted Interim Urgency Ordinance No. U-1706 to establish interim regulations and procedures for urban lot splits and two-unit residential development projects pursuant to SB 9; and

**WHEREAS**, on March 1, 2022, the City Council approved the extension of Urgency Ordinance No. U-1706 to January 19, 2023, to allow time for City staff to develop permanent regulations that balance the requirements of SB 9 with the City's objectives for ensuring that residential development in the City is properly managed in the best interests of the public health and safety; and

**WHEREAS**, the Planning and Preservation Commission at their March 14th, April 11th, and November 14, 2022, meetings were presented with proposed regulations from the Planning Division and discussed, considered, and gave staff input on the proposed regulations; and

**WHEREAS**, on December 8, 2022, the Planning Division published a notice of a public hearing to be held on December 19, 2022, for the Planning and Preservation Commission to consider and recommend approval to the City Council of a proposed amendment to the San Fernando Municipal Code to establish regulations for implementation of SB 9 in the *San Fernando Sun* as required by Government Code Section 65858(a); and

**WHEREAS**, the Planning and Preservation Commission, as part of its special meeting of December 19, 2022, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made a part of the public record, and

**WHEREAS**, on December 23, 2022, the City Clerk published a notice of a public hearing to be held on January 3, 2023, for the City Council to consider and approve a proposed Ordinance to establish regulations for implementation of SB 9 in the *San Fernando Sun* as required by Government Code Section 65858(a); and

**WHEREAS**, on January 3, 2023, the City Council conducted a duly noticed public hearing on the Ordinance, all testimony was received and made a part of the public record, and the City Council continued the item to January 17, 2023 for further discussion; and

**WHEREAS**, on January 17, 2023, the City Council conducted a duly noticed public hearing on the Ordinance, and all testimony was received and made a part of the public record; and

**WHEREAS**, the City Council has duly considered all information presented to it, including the Planning and Preservation Commission findings, P.C. Resolution No. 2022-003, written staff reports, and any testimony provided at the public hearing; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have been met.

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

**SECTION 1.**    **The City Council of San Fernando hereby makes the following findings:**

- A. The above recitals are true and correct and incorporated fully in reference.
- B. It is the intent and purpose of this Ordinance to amend Chapter 78 (Subdivisions) and Chapter 106 (Zoning) of the San Fernando Municipal Code regarding urban lot splits and the creation of two unit developments.



**SECTION 2.     Zoning Code Amendment Findings**

Pursuant to San Fernando City Code Section 106-19, the Planning and Preservation Commission recommends that the City Council makes the following findings for adoption of the proposed amendment to the San Fernando Zoning Code:

- a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed amendment to the Zoning Code will establish development standards and regulations for Housing Development in Single-Family Residential (R-1) Zone for implementation of Senate Bill 9. The proposed amendment will satisfy Policy 1.2 of the San Fernando General Plan Housing Element. Policy 1.2 calls for the preservation of character, scale, and quality of established residential neighborhoods. The proposed zone code amendment will provide objective development standards such as: building height, square footage minimums, setbacks, open space and architectural design standards. The proposed amendment meets state law requirements while allowing the City to impose local regulations to ensure consistency with objectives, policies, general land uses and programs of the City's general plans.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed zoning code amendment establishes development standards and regulations that addresses any adverse impacts that may come from the implementation of SB 9. The amendment includes language that gives the City Building Official the authority to deny construction of units pursuant to the regulations of SB 9 based upon the preponderance of evidence that the proposed housing development project would have a specific, adverse impact (as defined in paragraph (2) of subdivision (d) of Government Code Section 65589.5) upon the public health and safety or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Additionally, the amendment satisfies Policy 2.8 of the San Fernando General Plan Housing Element. Policy 2.8 promotes the creation of second-dwelling units within residential neighborhoods as a means of providing additional rental housing and addressing household overcrowding. The proposed amendment complies with state objectives of creating additional housing and would not be detrimental to the public interest, health, safety, convenience or welfare.

**SECTION 3.     Subdivision Code Amendment Findings**

Pursuant to the California Subdivision Map Act, the Planning and Preservation Commission recommends that the City Council makes the following findings for adoption of the proposed amendment to the San Fernando Subdivision Code:

- c. The proposed amendment is in compliance with Section 66411 of the California Subdivision Map Act for local agency to regulate and control design of subdivisions.

The proposed amendment to the Subdivision Code complies with Government Code Section 65913.2 as it will establish subdivision standards to promote the orderly subdivision of parcels and development of housing under SB 9. Subdivision and design standards are included the proposed amendment as allowed by state law governing SB 9.

**SECTION 4.** Article II of Chapter 78 (Subdivisions) of the San Fernando Municipal Code is hereby amended to add Division 6 (Urban Lot Split) as follows:

### **Chapter 78, Article II, Division 6 – Urban Lot Split**

#### **Section 78-180. Purpose**

- (a) This division is adopted in accordance with California Government Code Sections 65852.21 and 66411.7, also known as Senate Bill 9 (SB 9). The purpose of this chapter is to establish a ministerial objective approval process and special lot design standards for the subdivision of single lots in the R-1 zoning district.

#### **Section 78-181. Term of Effect**

- (a) This division is applicable only while California Government Code Section 66411.7 created by SB 9 remains in effect.

#### **Section 78-182. Definitions**

“Acting in Concert With” A person "acting in concert with the owner" means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided.

“Car Share” A service through which vehicles are made available for hourly or daily use. Vehicles are typically picked up and dropped off at designated parking locations within the community and are made available to provide flexible access to a vehicle.

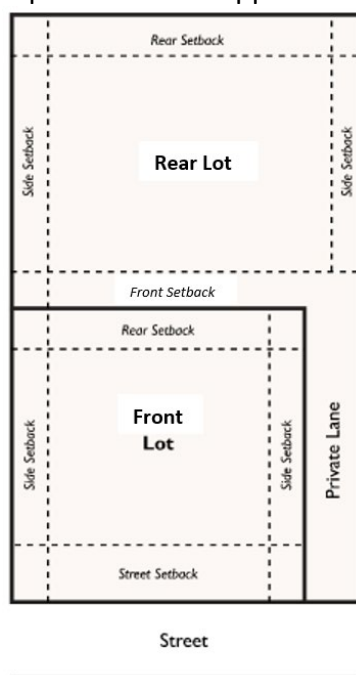
“Dwelling Unit” As used in this division, “dwelling unit” refers to any primary residential unit which is not an Accessory Dwelling Unit as defined in section 106-6 of this Code or a Junior Accessory Dwelling Unit (“Junior ADU”) as defined in Government Code Section 56852.22.

“Flag-Lot” Lots that have less than the minimum required frontage on a public or private street, have access to a public or private street by a narrow strip of land, and the largest portion of the lot is situated behind adjoining lots which front on a public or private street. The front yard of the flag lot starts from the back of the front lot.

“Residential Unit” or “Unit” As used in this division, “residential unit” or “unit” refers to a dwelling unit, Accessory Dwelling Unit and Junior ADU.

"Tenant" A person who occupies land or property rented from a landlord.

“Urban Lot Split” An urban lot split is the subdivision of a single-family residential lot into two parcels that meets the requirements of this chapter. An Urban Lot Split differs from other subdivisions only in the standards which apply to the lots created, the criteria which must be met, and the ministerial approval process which applies to this type of subdivision.



### **Section 78-183. Ministerial Approval and Findings**

- (a) An application for a parcel map for an Urban Lot Split shall be approved in accordance with the following requirements:
  - (1) An Urban Lot Split is subject to staff review and ministerial approval only, without discretionary review or hearing, and
  - (2) The Urban Lot Split shall be subject to the objective criteria and standards of Chapter 78 – Subdivisions and conform to all applicable objective requirements of the Subdivision Map Act, except as expressly provided in this division.
- (b) Notwithstanding subsection (a) of this section, the City shall not require dedication of right-of-way, offsite improvements or the correction of nonconforming zoning conditions as a condition of issuing a parcel map for an Urban Lot Split pursuant to this division.

- (c) An Urban Lot Split that meets all the criteria listed below shall be approved unless the building official makes a written finding, based upon a preponderance of the evidence, that:
- (1) The proposed Urban Lot Split would have a specific adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there are no feasible methods to satisfactorily mitigate or avoid the impact; or
  - (2) The proposed Urban Lot Split would not comply with all the criteria for approval per this division.

**Section 78-184. Covenant and Affidavits Required**

- (a) A property owner seeking to complete an Urban Lot Split shall be subject to the following general requirements, which shall be accepted and acknowledged by the property owner by signing and recording a covenant against the property. The covenant shall be supplied by the City and provide as follows:
- (1) Any subsequent Urban Lot Split of land that was previously subdivided with an Urban Lot Split shall be prohibited;
  - (2) The owner of the property for which an Urban Lot Split is proposed shall sign an affidavit stating that the owner intends to occupy one of the dwelling units on one of the lots created by the Urban Lot Split as their principal residence for at least three years from the date of the approval of the Urban Lot Split.
- (b) The owner of the property for which an Urban Lot Split is proposed shall sign an affidavit stating that neither the owner nor any person acting in concert with the owner of the parcel being subdivided has previously subdivided an adjacent parcel using an Urban Lot Split as provided for in this division.
- (c) Each owner of the property on which an Urban Lot Split is proposed shall provide a signed affidavit stating that the owner intends to occupy one of the dwelling units on one of the lots created by the Urban Lot Split as their principal residence for a minimum of three years from the date of the approval of the Urban Lot Split, unless the applicant is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

**Section 78-185. Criteria for Approval**

- (a) Proposed Urban Lot Splits shall comply with all the following:
- (1) The parcel proposed for an Urban Lot Split is located within the R-1 (Low Density Residential) zone.

- (2) The Urban Lot Split would not require the demolition or alteration of housing that:
- i. Is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or that is subject to any form of rent or price control through a public entity's valid exercise of its police power;
  - ii. Has been occupied by a tenant in the last three years.
- (3) If any existing residential unit is proposed to be demolished, the proposal would comply with the replacement housing provisions of Government Code Section 66300(d).
- (4) The parcel proposed for an Urban Lot Split is not a parcel on which an owner of residential real property exercised rights under California Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date the application is submitted.
- (5) The parcel proposed for an Urban Lot Split was not previously created through a prior Urban Lot Split pursuant to this division.
- (6) The parcel proposed for an Urban Lot Split is not located:
- i. Within a historic district, is not included on the State Historic Resources Inventory, and is not within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.
  - ii. On prime farmland or farmland of statewide importance as further defined in Government Code Section 65913.4(a)(6)(B).
  - iii. On wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
  - iv. On a hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
  - v. In a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) or regulatory floodway as determined by FEMA. This criteria shall not apply if either of the following are met:
    - a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the City; or

- b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code Section 65913.4 (a)(6)(G)(ii).
- (7) The Urban Lot Split would not create a nonconforming condition related to the placement of buildings or to any other development standard of Chapter 106 - Zoning of this Code, except as specified in this division.
- (8) A signed affidavit has been provided in accordance with Section 78-184 of this Code.
- (9) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using the Urban Lot Split process.
- (10) The application complies with all provisions of Government Code Sections 66411.7 and 65852.21, if the proposed Urban Lot Split includes a concurrent application for a Two Unit Urban Residential Development, as defined in section 106-359 of this Code.

**Section 78-186. Urban Lot Split Lot Requirements**

- (a) The following requirements apply to all lots created using the Urban Lot Split process pursuant to this division and Government Code Section 66411.7, except to the extent that they would preclude the creation of no more than two new parcels that comply with the lot requirements of this section. Any modifications of these requirements shall be the minimum modification necessary to avoid physically precluding the creation of no more than two new parcels that comply with the lot requirements of this section.
- (b) Lot Requirements:
  - (1) Number: The parcel map subdividing an existing parcel pursuant to this division shall create no more than two (2) parcels. Both parcels shall be considered new parcels.
  - (2) Street frontage: Each lot shall have street frontage on or access to a public right of way as required by the Public Works Department. The lot split line shall be parallel to the street property line. If the street property line curves, the lot split line may have the same or similar curve radius or may be straight.
  - (3) Width Lot width shall be per the R-1 zoning district. The width of any lot resulting from an Urban Lot Split shall not be less than 75% of the original lot width. Flag lot width shall be measured across the large portion of the lot, not the narrow portion connected to the street.
  - (4) Depth: Lots created per this division are not required to have a minimum depth, provided that the minimum lot size stated in subsection (b)(5) below is maintained.
  - (5) Lot size:

- a. No lot resulting from an Urban Lot Split shall be smaller than 1,200 square feet.
  - b. The two resulting lots shall be of approximately equal lot area, and not smaller than 48% or larger than 52% of the lot area of the original parcel.
- (6) Parcel Configuration: Flag Lots are permitted, provided that the narrow portion of the lot connected to the public right of way has sufficient width for a driveway and for emergency pedestrian access. An access easement shall be recorded providing street access for the rear parcel.
- (7) Utilities:
- a. Each parcel created by an Urban Lot Split shall have water, sewer, storm drain, gas and electric utility service that comply with City standards.
  - b. The subdivider shall be responsible to install connections to City facilities in accordance with City standards.
  - c. All required utility connections shall be placed on the same parcel as the unit or units the utilities are serving, or shall be located within a utility easement.
  - d. Unused connections shall be abandoned per City standard.

**Section 78-187. Additional Requirements for Urban Lot Split**

- (a) In addition to any requirements of this division, the following shall apply for any Urban Lot Split:
- (1) Easements shall be provided for the provision of public services and facilities.
  - (2) All parcels shall have access to, provide access to, or adjoin the public right-of-way.

**Section 78-188. Required Contents for Recorded Title**

- (a) The recorded title for any lot or parcel created pursuant to this division shall include the following:
- (1) That the Urban Lot Split provisions of this division were used to approve the subdivision and may not be used to further subdivide the lot or parcel.
  - (2) The signed affidavit required per Section 78-184.
  - (3) A rental of any unit created on the lot or parcel shall be for a minimum term of 31 consecutive days, and the unit shall not be used for short-term rentals.
  - (4) Uses on the lot or parcel shall be limited to residential uses.

**Section 78-189. Pre-Existing Nonconforming Zoning Conditions**

- (a) Approval of an application for the Urban Lot Split shall not be contingent upon the correction of a non-conforming zoning condition which existed at the time the application was filed.

**Section 78-190. Expiration of Urban Lot Split Subdivisions**

- (a) The expiration of tentative maps created per this chapter shall be the same as for a standard tentative map as specified in Section 78-71 of this Code.

**Section 78-191. Application Requirements**

- (a) Applications for Urban Lot Splits shall include all information required by the Public Works Department, as shown on official City application forms.

**SECTION 5.** Division 2 (R-1 Single-Family Residential Zone) of Article III of Chapter 106 (Zoning) of the San Fernando Municipal Code is hereby amended to add Section 359 (Two-Unit Urban Residential Development) as follows:

**Section 359, Chapter 106, Article III, Division 2 – Two Unit Urban Residential Development****106-359. Two Unit Urban Residential Development**

- (a) *Purpose.* This section is adopted in accordance with California Government Code Sections 65852.21 and 66411.7, also known as Senate Bill 9 (SB 9). The purpose of this section is to establish development standards for two unit residential development pursuant to SB 9.
- (b) *Term of Effect.* This section is applicable only while California Government Code section 65852.21 created by SB 9 remains in effect.
- (c) *Definitions*

“Car Share” A service through which vehicles are made available for hourly or daily use. Vehicles are typically picked up and dropped off at designated parking locations within the community and are made available to provide flexible access to a vehicle.

“Dwelling Unit” As used in this section, “dwelling unit” refers to any primary residential unit which is not an Accessory Dwelling Unit as defined in section 106-6 of this Code or a Junior Accessory Dwelling Unit (“Junior ADU”) as defined in Government Code section 56852.22.

“Residential Unit” or “Unit” As used in this section, “residential unit” or “unit” refers to a dwelling unit, Accessory Dwelling Unit and Junior ADU.

“Tenant” A person who occupies land or property rented from a landlord.



“Two Unit Urban Residential Development” Development of no more than two primary dwelling units pursuant to this section.

“Urban Lot Split” As used in this section, refers to an Urban Lot Split as defined in section 78-182 of the Code.

(d) *Applicable Zones and Projects.* The provisions of this section apply to all lots in the R-1 (Single Family Residential) zoning district.

(e) *Ministerial Approval and Findings.* The following apply to Two Unit Urban Residential Development as defined in this section:

(1) Two Unit Urban Residential Development is subject to staff review and approval only, subject to the objective criteria and standards of this section.

(2) Two Unit Urban Residential Development which meets all the criteria listed in Section 106-359(f) of this Division shall be approved unless the building official makes a written finding, based upon a preponderance of the evidence, that:

(i) The proposed Two Unit Urban Residential Development would have a specific adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there is no feasible method to satisfactorily mitigate or avoid the impact; or

(ii) The proposed development would not comply with all the criteria for approval per this section.

(f) *Criteria for Approval.* A proposed Two Unit Urban Residential Development shall be approved if it meets all the following criteria:

(1) The parcel proposed for Two Unit Urban Residential Development is located in the R-1 (Single Family Residential) zone.

(2) The Two Unit Urban Residential Development would not require the demolition or alteration of housing that:

i. Is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income; or that is subject to any form of rent or price control; or

ii. Has been occupied by a tenant in the last three years.

(3) If any existing Dwelling Unit(s) is proposed to be demolished, the proposed Two Unit Urban Residential Development would comply with the replacement housing provisions of Government Code Section 66300(d).

- (4) The parcel proposed for the Two Unit Urban Residential Development is not a parcel on which an owner of residential real property exercised rights under California Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date the application is submitted.
- (5) The parcel proposed for the Two Unit Urban Residential Development is not located:
- i. Within a historic district, is not included on the State Historic Resources Inventory, and is not within a site that is designated or listed as a city landmark or historic property or district pursuant to a City ordinance;
  - ii. On prime farmland or farmland of statewide importance as further defined in Government Code Section 65913.4(a)(6)(B);
  - iii. On wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993); or
  - iv. On a hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses; or
  - v. In a special flood hazard area subject to induction by the 1 percent annual chance flood (100-year flood) or regulatory floodway as determined by FEMA. This criteria shall not apply if either of the following are met:
    - a. The site has been subject to a Letter of Map Revision prepared by FEMA and issued to the city; or
    - b. The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the Nation Flood Insurance Program as further spelled out in Government Code Section 65913.4 (a)(6)(G)(ii).
- (6) The proposed Two Unit Urban Residential Development would not create a nonconforming condition related to the placement of buildings or to any other development standard of this Zoning Code, except as specified in this Section.
- (7) A signed affidavit has been provided in accordance with Section 106-359(g).
- (8) The application complies with all provisions of Government Code Section 65852.21 and Section 66411.7, if the proposed development includes a concurrent application for an Urban Lot Split.
- (g) *Covenant and Affidavits Required.* A property owner seeking to develop a Two Unit Urban Residential Development on a parcel located in the R-1 zone pursuant to the regulations set forth in Government Code Section 65852.21 and the standards in this section, shall be subject

to the following general requirements, which shall be accepted and acknowledged by the property owner by signing and recording a covenant against the property. The covenant shall be supplied by the City and provide as follows:

- (1) The short term rental defined as rentals of any duration less than 31 consecutive calendar days of any dwelling unit(s) on the site created pursuant to Government Code Section 65852.21 shall be prohibited.

An affidavit shall be filed to verify information regarding the rental or ownership history of any pre-existing dwelling units, Accessory Dwelling Units and Junior ADUs.

(h) *Development Standards.*

- (1) The following development standards shall apply to all Two Unit Urban Residential Developments, except to the extent that the development standards would preclude the construction of two (2) dwelling units of at least 800 square feet each. Any modifications of development standards shall be the minimum modification necessary to avoid physically precluding the construction of two (2) dwelling units of 800 square feet each on the parcel proposed for the Two Unit Urban Residential Development.
- (2) Except as otherwise prescribed in this section, the standards for residential development set forth in Chapter 106, Article III, Division 2 of this Code shall apply.
- (3) Except as otherwise prescribed in this section, the standards for Accessory Dwelling Units set forth in Section 106-358 of this Code shall apply to any Accessory Dwelling Units.

(4) Number of Residential Units Allowed

- i. Lot Split. A maximum of two residential units, including units which existed at the time of the lot split, may be built on each lot created using the Urban Lot Split provisions set forth in Chapter 78, Article II, Division 6 of this Code. Dwelling units, Accessory Dwelling Units and Junior ADUs count toward the maximum number of residential units on lots subdivided using the Urban Lot Split provisions set forth in Chapter 78, Article II, Division 6 of this Code.
- ii. No Lot Split. A maximum of four dwelling units may be built on a single lot which is not subdivided using the Urban Lot Split provisions set forth in Chapter 78, Article II, Division 6 of this Code. Any combination of dwelling units, Accessory Dwelling Units and Junior ADUs count toward the four residential unit maximum.

(5) Number of Accessory Dwelling Units Allowed

- i. Accessory Dwelling Units and Junior ADUs may be built pursuant to Section 106-358 of this Code and applicable State law and in conformance with the maximum number of residential units specified in this section.

(6) Maximum Floor Area

- i. No maximum floor area is specified by this section.

(7) Height

- i. Maximum height shall be 14 feet and one story, except that the height limit for dwellings units in the R-1 zoning district shall apply if there are no windows oriented toward any adjacent rear yards.

(8) Setbacks and Separations Between Buildings

- i. Front yard setback: Per the zoning district setback requirements for a primary dwelling unit, except for flag lot.
  - a. Flag lot front yard setback shall be a minimum of 10 feet as measured from the shared property line with the front lot as illustrated in Section 78-182.
- ii. Side and rear yard: Four (4) feet, except for an existing structure or structure constructed at the same location and to the same dimensions as an existing structure.
- iii. Building separation: No detached dwelling unit shall be closer than six feet to any other accessory building or dwelling unit, Accessory Dwelling Unit or Junior ADU, on the same lot or parcel. The six-foot distance shall be measured from the closet points of the building walls or structure walls. A minimum of four feet shall be maintained between eave overhangs, chimneys, bay windows or any other architectural feature.

(9) Site Coverage

- i. Site coverage and maximum coverage in a front yard area shall be per the standards for the R-1 zoning district. Coverage calculations shall include all structures, including all dwelling units, Accessory Dwelling Units, and Junior ADUs and all non-habitable accessory structures.

(10) Open Space

- i. Common Open Space: Ten percent (10%) of the lot or a minimum of 400 square feet, whichever is greater, shall be dedicated for common open space and shall provide amenities such as but not limited to gardening, outdoor seating or furniture, playground equipment, patio, and/or outdoor grill appliance.
- ii. Private Open Space: An adjoining private open space of 150 square feet minimum shall be provided for each unit. No dimension shall be less than eight feet. The required setback area may not be used to meet this requirement.

(11) Landscaping

- i. Landscaping shall be provided as required by the R-1 zoning district.

(12) Design

- i. Additions or new dwelling units added to a parcel or lot where an existing structure will be retained must match the architectural style of the existing dwelling unit including but not limited to the roof pitch, window size, window type, exterior building materials, lighting fixtures, and paint colors.
- ii. All dwelling units built on a vacant parcel shall use the same architectural style, materials, and colors.
- iii. Accessory Dwelling Units and Junior ADUs shall be designed in conformance with the requirements in Section 106-358 of this Code.
- iv. Each dwelling unit built shall have a separate exterior entrance.
- v. To preserve the single-family appearance of the neighborhood, any dwelling unit other than the front most dwelling unit, or the front most dwelling unit on the front lot, shall be completely screened by other dwelling unit(s) on the lot, landscaping, fencing, or a combination of these.

(13) Parking

- i. A minimum of one off-street parking space shall be provided for each dwelling unit, unless the following apply, in which case no off-street parking is required:
  - a. The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.
  - b. There is a car share vehicle facility located within one block of the parcel.
- ii. Parking location restrictions
  - a. Parking shall be in a covered garage or carport, or in a driveway located within a front setback. A driveway is the paved area that is equal to the width of the garage or carport opening plus up to one (1) foot on either side and extending from the garage or carport to the street.
  - b. Rear lot parking shall be accessed via an alley if the site has legal access to an alley.

## (14) Non-Habitable Accessory Structures

- i. Development of non-habitable accessory structures as dwelling units shall be per the standards for accessory structures in the R-1 zoning district.
- (i) *Short Term Rentals Prohibited.* Any dwelling unit constructed per this section, if offered for rental, shall be rented for a minimum term of 31 consecutive days and shall not be used for short-term rentals.
- (j) *Owner-Occupancy Requirement.* Each applicant for a Two Unit Residential Development shall provide a signed affidavit stating that they intend to occupy one of the dwelling units as their principal residence for a minimum of three years from the date of the approval of the Two Unit Residential Development, unless the applicant is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.
- (k) *Adverse Impact Findings for Denial of Application.*
  - (1) The City may deny the construction of dwelling units per this section if the Building Official makes a written finding, based upon a preponderance of the evidence, that the proposed dwelling unit(s) would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment and that there is no feasible method to satisfactorily mitigate or avoid the impact.
  - (2) An application for a Two Unit Urban Residential Development shall not be rejected solely because it proposes adjacent or connected structures, provided that the structures meet applicable building code standards and are sufficient to allow separate conveyance.
- (l) *Utility Connections.* Utility connections shall be provided per City standards.
- (m) *Application Requirements.* Applications for Two Unit Residential Development shall include all information required by the Planning Department, as shown on official City application forms.

**SECTION 6.** This Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting an ordinance to comply with the state law provisions of SB 9 will not have a significant effect on the environment. Adopting the ordinance is also exempt under Government Code Section 66411.7, subd. (n) which exempts cities' adoption of ordinances implementing that section of SB 9 from CEQA.

**SECTION 7.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 8.** The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. The City Clerk shall further certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of the Council of this City of San Fernando.

**SECTION 9.** This Ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31st) day after its passage.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando this 6<sup>th</sup> day of February, 2023.

**ATTEST:**

\_\_\_\_\_  
Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

\_\_\_\_\_  
Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard A. Padilla, Assistant  
City Attorney

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 Ordinance No. 1714 which was introduced on January 17, 2023 and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the 6th day of February, 2023 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 February, 2023.

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Julia Fritz, City Clerk