



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

CITY OF SAN FERNANDO
CITY COUNCIL
REGULAR MEETING AGENDA SUMMARY
MONDAY, APRIL 3, 2023 - 6:00 PM

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

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

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

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

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

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.

SAN FERNANDO CITY COUNCIL

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CLOSED SESSION REPORT

CALL TO ORDER

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

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 A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS DONATE LIFE MONTH
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF APRIL AS AUTISM AWARENESS MONTH
- C. PRESENTATION OF CERTIFICATES OF PROCLAMATION DECLARING THE MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH AND DECLARING APRIL 26, 2023 AS DENIM DAY
- D. INTRODUCTION OF NEW CITY EMPLOYEES

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

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

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

- a. March 20, 2023 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-041 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH ENTERPRISE FLEET MANAGEMENT THROUGH THE STATE OF CALIFORNIA COOPERATIVE PURCHASING, SOURCEWELL CONTRACT NO. 030122-EFM FOR A 2024 FORD F650 REGULAR CAB GASOLINE ENGINE DUMP/BRUSH TRUCK

Recommend that the City Council:

- a. Approve the purchase of a 2024 Ford F650 Regular cab gasoline engine dump/brush truck with automatic transmission, for an amount not to exceed \$128,788.44, from Enterprise Fleet Management through the State of California Cooperative Purchasing Contract, Sourcewell Contract No. 030122-EFM;
- b. Authorize City Manager to execute the Purchase Order and all related documents.

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4) CONSIDERATION TO ACCEPT THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FISCAL YEAR 2022 LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT GRANT FUNDS

Recommend that the City Council:

- a. Accept the Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act funds, in the amount of \$108,217.96 to reimburse equipment and overtime associated with establishing a mental health and wellness program for Police Department personnel;
- b. Adopt Resolution No. 8224 amending the budget for Fiscal Year 2022-2023 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

5) CONSIDERATION TO APPROVE A SUBAWARD AGREEMENT WITH THE CITY OF LOS ANGELES FOR THE 2022 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM

Recommend that the City Council:

- a. Approve the Subaward Agreement (Contract No. 2144) between the City of Los Angeles and the City of San Fernando for the 2022 Urban Area Security Initiative Grant Program;
- b. Adopt Resolution No. 8225 amending the Fiscal Year 2022-2023 Budget to appropriate the grant expenditures and revenues for the UASI 2022 Grant funds in the amount of \$141,466.00; and
- c. Authorize the City Manager to execute the agreement and all related documents.

6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MLA GREEN, INC. DBA STUDIO-MLA FOR THE SAN FERNANDO PACOIMA WASH BIKEWAY AND PEDESTRIAN PATH PROJECT

Recommend that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA (Contract No. 2124(a)) for construction engineering support services related to the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

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PUBLIC HEARING

7) A PUBLIC HEARING TO CONSIDER ADOPTING AN URGENCY ORDINANCE ESTABLISHING TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading, in title only and adopt Urgency Ordinance No. U-1715 “An Urgency Ordinance of the City Council of the City of San Fernando, California, to enact a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations.”

ADMINISTRATIVE REPORTS

8) CONSIDERATION AND DISCUSSION REGARDING 2023-2024 CITY COUNCIL PRIORITIES

This item was agendized by Councilmember Joel Fajardo.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: March 30, 2023 (2:00 p.m.)

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

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



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Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 20, 2023 – 5:15 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Rodriguez called the special meeting to order at 5:16 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Joel Fajardo, and Mary Solorio (arrived at 5:17 p.m.)

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

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Montañez to approve the agenda. The motion carried, with Councilmember Solorio absent.

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:16 P.M.)

By consensus, Councilmembers recessed to Closed Session.

Councilmember Solorio arrived directly into Closed Session at 5:17 p.m.

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

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

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SPECIAL MEETING MINUTES – MARCH 20, 2023**

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

B) ANNUAL PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION PURSUANT TO G.C. §54957: (PREPARATION FOR ANNUAL ROUTINE PERFORMANCE EVALUATION EFFORT)

Title of Employee: City Manager

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

Case Name: National Prescription Opiate Litigation, U.S. District Court, Northern
District of Ohio, Eastern Division
Case No.: 1:17-MD-02804

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on March 20, 2023, at 5:15 p.m.

ADJOURNMENT (6:02 p.m.)

The City Council adjourned the special meeting to the next regular City Council meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 20, 2023, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: April 3, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-041 (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. 23-041, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 23-041

**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. 23-041**

**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 3rd day of April 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. 23-041, 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 3rd day of April, 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 April, 2023.

Julia Fritz, City Clerk

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CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230687	4/3/2023	893053 A THREAD AHEAD INC	1-229929		EMBROIDERY SERVICE 001-222-0000-4300	292.18 Total : 292.18
230688	4/3/2023	891587 ABLE MAILING INC.	37349	12682	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	103.73 103.73
			37350	12682	WATER ENVELOPE STORAGE FEE-FEE 070-382-0000-4300 072-360-0000-4300	12.50 12.50 Total : 232.46
230689	4/3/2023	888356 ADVANCED AUTO REPAIR	1612	12802	VEH. MAINT., REPAIRS & MINOR BODY 041-320-0420-4400	480.00 Total : 480.00
230690	4/3/2023	894315 AG LAWNMOWER SHOP	0101	12872	SMALL EQUIP. REPAIR (LAWNMOWER) 043-390-0000-4300	662.18
			0329051	12872	SMALL EQUIP. REPAIR (LAWNMOWER) 043-390-0000-4300	76.00 Total : 738.18
230691	4/3/2023	887462 AIRGAS USA, LLC	9135272148		MISC SUPPLIES 001-311-0000-4300	23.57 Total : 23.57
230692	4/3/2023	894362 AIRPLUS REFRIDGERATION	89617		PROPERTY FREEZER REPAIR 001-222-0000-4320	653.40 Total : 653.40
230693	4/3/2023	889043 ALADIN JUMPERS	11146	12826	CITY EVENT PARTY RENTAL SUPPLIES 017-420-1330-4260	441.90
				12826	026-420-0887-4260	1,190.00 Total : 1,631.90
230694	4/3/2023	894078 AMERICAN BUSINESS BANK	P12		5% RETENTION HELD-SF PARK INFILTR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230694	4/3/2023	894078 AMERICAN BUSINESS BANK	(Continued)		010-2037	8,192.75 Total : 8,192.75
230695	4/3/2023	100188 ANDY GUMP INC.	INV1011732	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
			INV1011733	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	217.28
			INV1011734	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.34 Total : 890.11
230696	4/3/2023	100204 AQUA-METRIC SALES COMPANY	INV0093534	12768	METER REPLACEMENT PROGRAM - LC 070-385-0700-4600	4,567.50 Total : 4,567.50
230697	4/3/2023	894371 ARANA, LUZ LORENA	834389		FACILITY RENTAL DEP REFUND 001-2220	150.00
			835319		REFUND-EVENT CANCELLED 001-3777-0000	130.00 Total : 280.00
230698	4/3/2023	102530 AT & T	818-270-2203		PD NETWORK LINE 001-222-0000-4220	232.73 Total : 232.73
230699	4/3/2023	889037 AT&T MOBILITY	2872779303027X0208202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19 Total : 101.19
230700	4/3/2023	892412 AT&T MOBILITY	287297930559X0310202		MDT MODEMS-PD UNITS-FEB 2023 001-222-0000-4220	928.07 Total : 928.07
230701	4/3/2023	893013 AYSON, LEILANI	MARCH 2023	12692	FITNESS CLASS INSTRUCTOR 017-420-1337-4260	105.00
				12692	026-420-0887-4260	115.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230701	4/3/2023	893013 893013 AYSON, LEILANI	(Continued)			Total : 220.50
230702	4/3/2023	889913 BALLIN, SYLVIA	MARCH 2023		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00 Total : 150.00
230703	4/3/2023	892784 BARAJAS, MARIA BERENICE	MARCH 2023	12683 12683	FITNESS CLASS INSTRUCTOR 017-420-1337-4260 026-420-0887-4260	762.00 120.00 Total : 882.00
230704	4/3/2023	894377 BAUMGARDNER, MATTHEW	REIMB.		WELLNESS BENEFIT REIMB. FY22-23 001-310-0000-4140 070-381-0000-4140 072-360-0000-4140	300.00 150.00 150.00 Total : 600.00
230705	4/3/2023	892426 BEARCOM	5521389	12693	MAR'23-MAINTENANCE AGREEMENT F 001-135-0000-4260	12,557.13 Total : 12,557.13
230706	4/3/2023	893591 BIOMEDICAL WASTE DISPOSAL	123407		BIOMEDICAL WASTE PICK UP & DISPO 001-222-0000-4260	100.00 Total : 100.00
230707	4/3/2023	889345 BSN SPORTS LLC	920806189	12744	SPORTS PROGRAM EQUIPMENT 017-420-1330-4300	789.32 Total : 789.32
230708	4/3/2023	888308 CALIFORNIA COURTS ASSN.	031723		2023 DIRECTORY & FEE SCHEDULE 001-222-0000-4300	153.00 Total : 153.00
230709	4/3/2023	103814 CERVANTES, JORGE	REIMB.		SNACKS-COMMUNITY ACADEMY 001-222-0000-4300	67.30 Total : 67.30
230710	4/3/2023	894010 CHARTER COMMUNICATIONS	010518030123		REC PARK CABLE-03/01-03/28	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230710	4/3/2023	894010 CHARTER COMMUNICATIONS	(Continued)			
			10328010523		001-420-0000-4260 CITY HALL CABLE-03/05-04/04	251.79 177.84
			222204012923		001-190-0000-4220 PW OPS CENTER CABLE-03/01-03/28	134.91
			283057030523		043-390-0000-4260 LP PARK CABLE SRVS-03/05-04/04	270.63 Total : 835.17
230711	4/3/2023	894372 CHRIS CANELO MUSIC INC	031423		SENIOR SPRNG DANCE-DJ 004-2382	275.00 Total : 275.00
230712	4/3/2023	100731 CITY OF LOS ANGELES	WP230000061	12745	WASTEWATER OPERATION & MAINTEN 072-360-0629-4260	134,629.00 Total : 134,629.00
230713	4/3/2023	100727 CITY OF LOS ANGELES TREASURER	WP230000062	12746	WASTEWATER CAPITAL PORTION OF A 072-365-0629-4600	202,076.00 Total : 202,076.00
230714	4/3/2023	101957 CITY OF LOS ANGELES, FIRE DEPT	SF230000010		FIRE SERVICES-APRIL 2023 001-500-0000-4260	257,072.99 Total : 257,072.99
230715	4/3/2023	103029 CITY OF SAN FERNANDO	5166-5198		REIMB. TO WORKERS COMP ACCT 006-1038	7,083.55 Total : 7,083.55
230716	4/3/2023	892480 CLEAN ENERGY	CEW12571406	12845	EMERGENCY & MAINT REPAIRS FOR T 074-320-0000-4260	245.00 Total : 245.00
230717	4/3/2023	100747 COASTLINE EQUIPMENT	995428 995655		VEHICLE MAINT-PW5213 041-320-0311-4400 VEHICLE MAINT-PW5213 041-320-0311-4400	511.06 19.78

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230717	4/3/2023	100747 100747 COASTLINE EQUIPMENT	(Continued)			Total : 530.84
230718	4/3/2023	893824 COMPLETE OFFICE	4032799-0		BREAK ROOM SUPPLIES 001-190-0000-4300	115.31 Total : 115.31
230719	4/3/2023	102003 COUNTY OF LOS ANGELES	RE-PW-23031304272 RE-PW-23031304484 RE-PW-23031304503	12747 12747	FCDP-SF REGIONAL PARK INFILTRATIK 010-310-0620-4600 INDUSTRIAL WASTE CHARGES 072-360-0000-4450 INDUSTRIAL WASTE CHARGES 072-360-0000-4450	588.42 849.68 7,232.06 Total : 8,670.16
230720	4/3/2023	893904 CRICKET CONSULTING	1259 1260	12717 12717	SCADA PROGRAMMING, MAINTENANC 070-384-0000-4260 SCADA PROGRAMMING, MAINTENANC 070-384-0000-4260	95.00 1,650.00 Total : 1,745.00
230721	4/3/2023	100910 DE SANTIAGO, MICHELLE	TRAVEL		PER DIEM-CALBO TRAINING 001-140-0000-4360	60.00 Total : 60.00
230722	4/3/2023	894375 DELGADO, MARTIN	PL2204659		PLANNING PERMIT REFUND 001-3705-0000 055-3315-0000 055-3719-0154	326.40 16.32 32.64 Total : 375.36
230723	4/3/2023	100976 DIVE / CORR, INC.	2312	12880	RESERVOIRS 3A TANK INSPECTION AN 070-384-0000-4260	3,450.00 Total : 3,450.00
230724	4/3/2023	889121 EDGESOFT, INC.	3357	12728	AIMS SYSTEM MAINTENANCE-MAR 20; 055-135-0000-4260	2,080.00 Total : 2,080.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230725	4/3/2023	894082 ELIAS, LILIA LETICIA	042223		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00 Total : 208.00
230726	4/3/2023	890401 ENVIROGEN TECHNOLOGIES INC	0013993-IN	12737	MAINT., REPAIR, PARTS, LABOR & EXT 070-384-0857-4260	7,814.52 Total : 7,814.52
230727	4/3/2023	893052 ENVIROTEK	C-3311		GRAFITTI REMOVAL 001-311-0000-4300	742.02 Total : 742.02
230728	4/3/2023	894374 EXPRESS PERMITS & DESIGN	BS2202458-BS22022460		BUILDING PERMITS REFUND 001-3320-0000 055-3719-0154	625.95 69.55 Total : 695.50
230729	4/3/2023	894337 EXTRA FUN JUMPERS INC	230593		230593 001-422-0000-4260	1,052.00 Total : 1,052.00
230730	4/3/2023	890377 F & F SIGNS	503	12764	MISC. CITY SIGNS, DECALS & CITY LO 001-370-0000-4300	2,486.25 Total : 2,486.25
230731	4/3/2023	893800 FAJARDO, JOANNE	FEB 2023		ZUMBA INSTRUCTOR 017-420-1322-4260	320.00 Total : 320.00
230732	4/3/2023	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598- 209-150-5250-081292- 209-151-4941-102990- 209-151-4942-041191- 209-151-4943-081292-		PAC 50 TO SHERIFFS 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER	568.80 46.61 42.41 60.72

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230732	4/3/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES	46.61
			818-361-0901-051499		001-420-0000-4220 SEWER FLOW MONITORING	138.32
			818-361-2385-012309		072-360-0000-4220 MTA & CREDIT CARD PHONE LINE	72.12
					007-440-0441-4220	61.50
			818-361-2472-031415		001-190-0000-4220 PWV PHONE LINE	123.00
			818-361-3958-091407		070-384-0000-4220 CNG STATION	588.94
			818-361-7825-120512		074-320-0000-4220 RUDY ORTEGA PARK IRR SYSTEM	53.65
			818-831-5002-052096		001-420-0000-4220 PD SPECIAL ACTIVITIES PHONE	72.00
			818-837-7174-052096		001-222-0000-4220 PD SPECIAL ACTIVITIES PHONE	62.06
			818-838-1841-112596		001-222-0000-4220 ENGINEERING FAX LINE	44.00
			818-898-7385-033105		001-310-0000-4220 LP PARK FAX LINE	30.97
					001-420-0000-4220	48.18
					Total :	2,059.89
230733	4/3/2023	892173 FS CONTRACTORS, INC.	3181	12781	RESERVOIR 2A/5 SITE IMPROVEMENT	
					070-385-0859-4600	151,378.00
					070-2037	-7,568.90
					Total :	143,809.10
230734	4/3/2023	894376 FUENTES, JOSE SOLIS	031323		DAMAGE CLAIM REIMBURSEMENT	
					006-190-0000-4800	5,877.85
					Total :	5,877.85
230735	4/3/2023	893953 GALE, PAUL JOHN	03/04-03/25	12702	SHOTOKAN KARATE CLASSES	
				12702	017-420-1326-4260	270.00
					026-420-0887-4260	45.00

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230735	4/3/2023	893953 893953 GALE, PAUL JOHN	(Continued)			Total : 315.00
230736	4/3/2023	894370 GALLEGO, MARTHA	835236		SENIOR TRIP REFUND	
					004-2383	95.00
					Total :	95.00
230737	4/3/2023	894008 GMU PAVEMENT ENGINEERING	63291	12811	ON CALL PAVEMENT DESIGN SERVICE	
				12811	012-311-0560-4600	15,929.75
					024-311-0560-4600	15,929.75
			63292	12811	ON CALL PAVEMENT DESIGN SERVICE	
					012-311-0560-4600	4,125.00
					Total :	35,984.50
230738	4/3/2023	101376 GRAINGER, INC.	9556535921	12761	MISC. SUPPLIES FOR FACILITIES & TR	
			9608904018	12761	001-222-0000-4300	1,467.96
			9617052122	12761	MISC. SUPPLIES FOR FACILITIES & TR	
					070-384-0000-4300	24.92
					MISC. SUPPLIES FOR FACILITIES & TR	
					029-335-0000-4300	285.63
					Total :	1,778.51
230739	4/3/2023	887167 GRISWOLD INDUSTRIES	864585		CONTRACTUAL SERVICES TRAVEL CH	
					070-384-0000-4260	300.00
					Total :	300.00
230740	4/3/2023	888647 HDL SOFTWARE, LLC	SIN025723	12748	JAN'23-BUSINESS LICENSE ADMINISTF	
					001-130-0000-4260	1,080.98
					Total :	1,080.98
230741	4/3/2023	894363 HOT DOG ON A STICK	040823		FINAL PAYMENT-SPRING JAMBOREE E	
					001-424-0000-4260	828.25
					Total :	828.25
230742	4/3/2023	892682 IPS GROUP, INC.	INV82066	12759	WEB BASED DATA MGMT FEE & CREDI	
					029-335-0000-4260	632.65
					Total :	632.65
230743	4/3/2023	894268 JOE MAR POLYGRAPH &	2002-11-021SFPD		PRE-EMPLOYMENT POLYGRAPH SERV	

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230743	4/3/2023	894268 JOE MAR POLYGRAPH &	(Continued)		001-222-0000-4260	225.00
					Total :	225.00
230744	4/3/2023	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-37	12145	UPPER RESERVOIR REPL CONSTR. MI 070-385-0716-4600	19,350.66
					Total :	19,350.66
230745	4/3/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	MARCH 2023	12703	SERVICES FOR TENNIS PROGRAM	238.50
				12703	017-420-1327-4260	97.50
					Total :	336.00
230746	4/3/2023	891008 JONES, KENNETH	TRAVEL		PER DIEM-ANNUAL CONFERENCE ON 001-310-0000-4370	105.00
					Total :	105.00
230747	4/3/2023	894369 KHRUSTALEVA, MARINA	REIMB.		WEBINAR RGSTR-CAL STATE HOUSING 001-150-0000-4360	87.93
					Total :	87.93
230748	4/3/2023	891794 KIMBALL, NICK	REIMB		TRAVEL REIMB-SXSW CONFERENCE 001-105-0000-4370	259.32
			TRAVEL		PER DIEM-SXSW CONFERENCE 001-105-0000-4370	195.00
					Total :	454.32
230749	4/3/2023	888138 KOPPL PIPELINE SERVICES, INC.	26022		4" TAP & TEST 070-383-0000-4260	420.00
					Total :	420.00
230750	4/3/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	148.30
			494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	23.52
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	226.70
			594-750-1000		ELECTRIC-12900 DRONFIELD	

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230750	4/3/2023	101971 L.A. MUNICIPAL SERVICES	(Continued)		070-384-0000-4210	2,201.62
			657-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210	1,700.20
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	1,928.74
			993-750-1000		WATER-13003 BORDEN AVE 070-384-0000-4210	15.68
					Total :	6,244.76
230751	4/3/2023	101848 LANGUAGE LINE SERVICES	10951218		INTERPRETATION SERVICES 001-222-0000-4270	20.81
					Total :	20.81
230752	4/3/2023	101852 LARRY & JOE'S PLUMBING	2254861-0001-02		MATL'S FOR REPAIRS 043-390-0000-4300	21.63
					Total :	21.63
230753	4/3/2023	101873 LEAGUE OF CALIFORNIA CITIES	INV-02426		2023 LOCAL STREETS & ROADS FUND 001-190-0000-4260	300.00
					Total :	300.00
230754	4/3/2023	888195 LEXIPOL LLC	INVLEX13060	12858	ANNUAL LAW ENFORCEMENT POLICY 001-135-0000-4260	5,092.41
					Total :	5,092.41
230755	4/3/2023	888468 MAJOR METROPOLITAN SECURITY	1110145	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1110146	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1110147	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1110148	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1110149	12710	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1110150	12710	ALARM MONITORING AT ALL CITY FACI	

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230755	4/3/2023	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1110151	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1110152	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1110153	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1110154	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1110155	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1110156	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1110157	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1110158	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1110159	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			2963	12710	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
					Total :	495.00
						822.00
230756	4/3/2023	892471 MATHESON TRI-GAS INC	0027226936		MISC SUPPLIES 070-383-0000-4310	324.36
					Total :	324.36
230757	4/3/2023	894025 MATSUOKA, TODD	REIMB.		TRAVEL REIMB.-EDU CONFERENCE 001-152-0000-4370	32.51
					Total :	32.51
230758	4/3/2023	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	36.93
					Total :	36.93
230759	4/3/2023	894220 MELTON, ERICA D.	168		L P SENIOR PETTY CASH REIMB.	

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230759	4/3/2023	894220 MELTON, ERICA D.	(Continued)			
					004-2380	15.06
					Total :	15.06
230760	4/3/2023	102148 METROPOLITAN WATER DISTRICT	11065		WATER DELIVERED-FEB 2023 010-384-0857-4600	190,901.10
			48786		LATE FEES ON INVOICE 11007 010-384-0857-4600	2,147.22
					Total :	193,048.32
230761	4/3/2023	102226 MISSION LINEN SUPPLY	518893486		LAUNDRY SERVICE FOR PD 001-225-0000-4350	246.71
			518935338	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	262.15
					Total :	508.86
230762	4/3/2023	887422 NORTHERN SAFETY CO., INC.	905300406		DEPARTMENT SUPPLIES 070-384-0000-4310	412.64
			905307539		DEPARTMENT SUPPLIES 070-384-0000-4310	137.55
					Total :	550.19
230763	4/3/2023	102423 OCCU-MED, INC.	0323901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	513.00
					Total :	513.00
230764	4/3/2023	894100 ODP BUSINESS SOLUTIONS , LLC	291543496001		OFFICE SUPPLIES 001-150-0000-4300	11.01
			291573725001		CREDIT-ITEM RETURNED 001-150-0000-4300	-24.08
			292363231001		OFFICE SUPPLIES 001-150-0000-4300	16.20
			292367150001		OFFICE SUPPLIES 001-150-0000-4300	78.71
			292452277001		OFFICE SUPPLIES 001-222-0000-4300	284.04
			293422045001		OFFICE SUPPLIES	

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230764	4/3/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			294726705001		001-150-0000-4300 TONER	117.74
			2947288370001		072-360-0000-4300 OFFICE SUPPLIES	251.25
			296098890001		001-311-0000-4300 TONERS FOR PRINTER	33.26
			300385427001		001-310-0000-4300 OFFICE SUPPLIES	1,100.82
					004-2380	38.22
			300868355001		001-422-0000-4300 OFFICE SUPPLIES	32.64
			301047479001		001-311-0000-4300 OFFICE SUPPLIES	167.82
			301048687001		001-222-0000-4300 OFFICE SUPPLIES	31.41
			301048689001		001-222-0000-4300 OFFICE SUPPLIES	65.58
			301798654001		001-222-0000-4300 OFFICE SUPPLIES	10.57
			302091562001		001-346-0000-4300 OFFICE SUPPLIES	69.13
			302950684001		001-130-0000-4300 OFFICE SUPPLIES	339.46
			30366141600		001-106-0000-4300 OFFICE SUPPLIES	845.08
					001-222-0000-4300	91.28
					Total :	3,560.14
230765	4/3/2023	894123 OLIVAREZ MADRUGA LAW	21434		LEGAL SERVICES	
			21654		001-110-0000-4270 LEGAL SERVICES	39,821.18
					001-110-0000-4270	19,974.45
					Total :	59,795.63
230766	4/3/2023	890095 O'REILLY AUTOMOTIVE STORES INC	4605-106140	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0152-4400	115.75

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230766	4/3/2023	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-107790	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0311-4400	106.91
			4605-107791	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0222-4400	9.13
			4605-108008	12754	VEHICLE SERV., MAINT. & REPAIR PAR 041-320-0222-4400	48.20
			4605-108321	12754	VEHICLE SERV., MAINT. & REPAIR PAR 072-360-0000-4400	106.89
					Total :	386.88
230767	4/3/2023	894024 ORTIZ ENTERPRISES, INC.	P12	12650	SF REGIONAL PARK INFILTRATION PRK 010-310-0620-4600 010-2037	163,855.00 -8,192.75
					Total :	155,662.25
230768	4/3/2023	890324 PEREZ MONTELONGO, JUAN	032023	12687	REFEREE AND SCORE KEEPING SERV 017-420-1328-4260	1,590.00
					Total :	1,590.00
230769	4/3/2023	889545 PEREZ, MARIBEL	REIMB.		SUPPLIES FOR MCB PRG 017-420-1330-4260 017-420-1330-4300 001-420-0000-4390	213.55 69.50 21.75
					Total :	304.80
230770	4/3/2023	102624 PITNEY BOWES	1022698362		FOLDING MACHINE MAINT AGREEMEN 070-382-0000-4300 072-360-0000-4300	329.10 329.09
					Total :	658.19
230771	4/3/2023	890004 PTS	2102772		PD PAY PHONE-APRIL 2023 001-190-0000-4220	65.64
					Total :	65.64
230772	4/3/2023	894373 PUBLIC SAFETY ALLIANCE	031323		REG FEES-COURSES ON 03/13 AND 03 001-225-3688-4360	450.00

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230772	4/3/2023	894373 894373 PUBLIC SAFETY ALLIANCE	(Continued)		Total :	450.00
230773	4/3/2023	102738 QUINTERO ESCAMILLA, VIOLETA	MARCH 2023		SENIOR MUSIC CLASS INSTRUCTOR	
				12689	017-420-1323-4260	310.00
				12689	026-420-0887-4260	50.00
					Total :	360.00
230774	4/3/2023	892071 ROBLES, J.	REIMB.		TRAVEL REIMB-PAS CALIBRATION COL	
					001-225-0000-4360	147.55
					Total :	147.55
230775	4/3/2023	892856 SALAS, JUAN	REIMB.		REFRESHMENTS-LAYNE PARK GROUN	
			REIMB.-2		001-420-0000-4300	47.34
					SENIOR CLUB SUPPLIES	
					004-2346	52.79
					Total :	100.13
230776	4/3/2023	103057 SAN FERNANDO VALLEY SUN	11857		PUBLIC HEARING NOTICES-PPC METC	
					001-150-0000-4230	253.13
					Total :	253.13
230777	4/3/2023	103184 SMART & FINAL	0036		SUPPLIES-PARK AVE CLUB	
			0214		004-2382	46.11
			0309		BREAK ROOM SUPPLIES	
			0327		001-222-0000-4300	82.07
			0339		001-222-0000-4300	15.00
			0498		ITEMS FOR SENIOR CLUB DANCE	
					004-2380	112.57
					SUPPLIES-CALLES VERDES EVENT	
					001-310-0000-4300	72.01
					SNACKS-COMMUNITY ACADEMNY EVE	
					001-222-0000-4300	32.97
					Total :	360.73
230778	4/3/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	700363532503		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	5,265.01

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230778	4/3/2023	103202 103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		Total :	5,265.01
230779	4/3/2023	894311 SPECTRUMVOIP	IN677380		CITYWIDE VOIP SERVICES-APRIL 2023	
					121-135-3689-4500	11.36
					Total :	11.36
230780	4/3/2023	103251 STANLEY PEST CONTROL	554660		PEST EXTERMINATION FOR ALL CITY F	
			554663	12773	043-390-0000-4330	94.00
			554664	12773	PEST EXTERMINATION FOR ALL CITY F	
			554667	12773	043-390-0000-4330	62.00
			554668	12773	PEST EXTERMINATION FOR ALL CITY F	
			554669	12773	043-390-0000-4330	135.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
				12773	043-390-0000-4330	95.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
				12773	043-390-0000-4330	85.00
				12773	PEST EXTERMINATION FOR ALL CITY F	
				12773	043-390-0000-4330	85.00
					Total :	556.00
230781	4/3/2023	894275 STAPLES, INC.	8069564393		BREAK ROOM SUPPLIES	
					001-190-0000-4300	106.78
					Total :	106.78
230782	4/3/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	641240		FINGERPRINTS-FEB 2023	
					001-106-0000-4270	175.00
					Total :	175.00
230783	4/3/2023	893955 TALLEY, BRIDGET LAINE	FEB 2023		SENIOR YOGA INSTRUCTOR	
					017-420-1321-4260	283.50
					Total :	283.50
230784	4/3/2023	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
			084-220-3249-3		043-390-0000-4210	967.39
			088-520-6400-8		GAS-505 S HUNTINGTON	
					043-390-0000-4210	663.02
					GAS-117 MACNEIL	
					043-390-0000-4210	715.45

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230784	4/3/2023	103205 THE GAS COMPANY	(Continued) 090-620-6400-2		GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	33.22 33.22 66.42 372.58
			143-287-8131-6			
					Total :	2,851.30
230785	4/3/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	0116839		PAINT 001-311-0000-4300 FINANCE CHARGES 070-383-0000-4310 FINANCE CHARGES 001-311-0000-4300 MISC SUPPLIES 001-311-0000-4300 SUPPLIES-WELL 3 070-384-0000-4300 MAINT. SUPPLIES 043-390-0000-4300 PAINT 070-384-0000-4300 MAT'L'S FOR MAINT-LOWER RESERVOI 070-384-0000-4320 MISC SUPPLIES 070-383-0000-4310 SMALL TOOLS 041-320-0000-4320 BLINDS FOR REC PARK 043-390-0000-4500	222.00 49.40 85.33 53.85 241.12 65.36 286.76 46.02 73.80 862.30 279.77
			012623			
			022323			
			0540154			
			20793			
			4530781			
			5354685			
			6013492			
			6025195			
			7531715			
			8897970			
					Total :	2,265.71
230786	4/3/2023	103413 TRANS UNION LLC	02304218		CREDIT CHECKS 001-222-0000-4260	85.00
					Total :	85.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
230787	4/3/2023	894148 TRANSLUTIONS, INC.	CSF2022-01-01	12671	VEHICLE MILES TRAVELED ANALYSIS F 001-150-0000-4270	13,000.00 13,000.00
230788	4/3/2023	103463 U.S. POSTMASTER	MAR 2023		POSTAGE - MARCH UTILITY BILLS 070-382-0000-4300 072-360-0000-4300	718.14 718.13 1,436.27
230789	4/3/2023	892258 UNIFORM & ACCESSORIES	INV150119		UNIFORMS 001-222-0000-4300	494.33 494.33
230790	4/3/2023	103439 UPS	831954093		COURIER SERVICES 001-190-0000-4280	276.69 276.69
230791	4/3/2023	103449 USA BLUE BOOK	280473	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	1,494.47 1,494.47
230792	4/3/2023	889644 VERIZON BUSINESS	8545146		CITY HALL LONG DISTANCE 001-190-0000-4220	55.23
			8545147		CITY YARD LONG DISTANCE 070-384-0000-4220	16.57
			8545148		CITY HALL LONG DISTANCE 001-190-0000-4220	27.68
			8545149		POLICE LONG DISTANCE 001-222-0000-4220	127.67
			8545150		CITY YARD LONG DISTANCE 070-384-0000-4220	11.05
			8545151		PARKS LONG DISTANCE 001-420-0000-4220	16.84
			8545686		PW LONG DISTANCE 001-310-0000-4220	5.53
			8545697		CITY HALL LONG DISTANCE 001-190-0000-4220	60.78

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Voucher List
CITY OF SAN FERNANDO

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
230792	4/3/2023	889644 VERIZON BUSINESS	(Continued)			Total :	321.35
230793	4/3/2023	100101 VERIZON WIRELESS-LA	992716150		VARIOUS CELL PHONE PLANS		
					072-360-0000-4220	50.25	
					001-101-0108-4220	50.96	
					001-105-0000-4220	54.72	
					Total :	155.93	
230794	4/3/2023	888390 WEST COAST ARBORISTS, INC.	197148		ANNUAL CITY TREE TRIMMING SERVIC		
				12788	110-346-0838-4270	3,075.00	
					Total :	3,075.00	
230795	4/3/2023	891531 WILLDAN ENGINEERING	00337448		NPDES CONSULTING SERVICES		
				12724	023-311-0000-4270	6,516.00	
					Total :	6,516.00	
230796	4/3/2023	892023 WINDSTREAM	75416325		PHONE SERVICES		
					001-222-0000-4220	565.34	
					001-420-0000-4220	-321.20	
					070-384-0000-4220	-326.19	
					001-190-0000-4220	391.30	
			75482483		POLICE PHONE SERVICES		
					001-222-0000-4220	43.97	
					Total :	353.22	
110 Vouchers for bank code :		bank3				Bank total :	1,351,014.43
110 Vouchers in this report						Total vouchers :	1,351,014.43

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: Matthew Baumgardner, Director of Public Works

Date: April 3, 2023

Subject: Consideration to Approve a Purchase Order with Enterprise Fleet Management through the State of California Cooperative Purchasing, Sourcewell Contract No. 030122-EFM for a 2024 Ford F650 Regular Cab Gasoline Engine Dump/brush Truck

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a 2024 Ford F650 Regular cab gasoline engine dump/brush truck with automatic transmission, for an amount not to exceed \$128,788.44, from Enterprise Fleet Management (Attachment "A") through the State of California Cooperative Purchasing Contract, Sourcewell Contract No. 030122-EFM (Attachment "B"); and
- b. Authorize City Manager to execute the Purchase Order and all related documents.

BACKGROUND:

1. In March 1978, the City purchased a Ford F600 gas powered truck with a dump body for use in the Public Works Department.
2. On June 19, 2021, the City Council included funding for the replacement of the aging Ford F600 as an enhancement in the Fiscal Year (FY) 2021-2022 Adopted Budget.
3. In January 2022, staff obtained a bid for a 2023 Ford F650 Regular Cab Dump Truck with a gasoline engine and automatic transmission via the State of California Contract Cooperative Contract to replace the City's Ford F-600 dump truck.
4. On March 21, 2022, the City Council approved the purchase of a 2023 Ford F650 Regular Cab Dump Truck from Downtown Sacramento Ford, which is the company that holds the State of California Cooperative Contract for Ford vehicles.
5. In November 2022, Downtown Sacramento Ford reached out to the City and many other public agencies around California to indicate that they would not be able to fill the order due

Consideration to Approve a Purchase Order with Enterprise Fleet Management through the California Cooperative Purchasing Contract No. 030122-EFM for a 2024 Ford F650 Regular Cab Gasoline Engine Dump/brush Truck

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to the issue with long order backlogs and supply-chain setbacks in the auto manufacturing industry.

6. In January 2023, staff obtained a new bid (Attachment “A”) for a 2024 Ford F650 gasoline engine dump/brush truck with automatic transmission from Enterprise Fleet Management via the Sourcewell Cooperative Purchasing Contract to replace the former Ford F-600 dump truck.

ANALYSIS:

The City’s older Ford F-600 Dump Truck was a versatile piece of heavy equipment that was used for 44 years by the Public Works Operations Division in regular support of work on the City’s streets, trees, facilities, and sewers. It was routinely used for the transport and removal of excavated materials, tree limbs, gravel, sand, street paving materials, pipe, and illegally-dumped items. However, for the safety and efficiency of work, the City disposed of the vehicle through surplus auction. Public Works staff has been using a combination of other utility trucks with dumping beds to handle the routine transport and removal of materials on maintenance projects.

The new vehicle, a Ford F650, will be similar in specifications to the old truck, but it comes equipped with more safety features such as back-up alarms, safety lighting, improved suspension system, and more advanced breaks for safer operation of the truck. From an environmental standpoint, the engine will provide improved fuel efficiency and reduced emissions.

Procurement Through the Sourcewell Contract.

Section 2-802 of the City’s Purchasing Ordinance allows for the purchase of equipment from cooperative purchase contracts obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency. The proposed purchase meets the purchasing requirements of Section 2-802.

The Sourcewell National Pricing Contract provides government with a specialized procurement process for obtaining specific products and services. This program ensures that purchasing agencies are given the option to choose the service that best meets their specific business needs, while maintaining an easy-to-use, cost-effective government procurement plan.

The Sourcewell program has a competitively bid contract (Contract No. 030122-EFM) with Enterprise Fleet Management for equipment that is available for purchase by government agencies (Attachment “B”).

Consideration to Approve a Purchase Order with Enterprise Fleet Management through the California Cooperative Purchasing Contract No. 030122-EFM for a 2024 Ford F650 Regular Cab Gasoline Engine Dump/brush Truck

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BUDGET IMPACT:

The purchase of the 2024 Ford F650 Regular Cab Dump Truck was approved as an enhancement in the FY 2021-2022 budget and \$125,000 was appropriated in the General Fund in the Public Works division in account 041-310-0000-4500 (Capital Equipment). The Adopted FY 2022-2023 Budget contains sufficient funding cover the remaining balance (\$3,788) to complete this purchase.

CONCLUSION:

Staff recommends the City Council authorize a Purchase Order with Enterprise Fleet Management in an amount not to exceed \$128,788.44 based on Section 2-802 of the City's Purchasing Ordinance No. 1653 allowing purchasing of equipment through cooperative purchasing agreements.

ATTACHMENTS:

- A. Enterprise Fleet Management Sales quote (Sourcewell pricing)
- B. Contract No. 030122-EFM

Prepared For: City of San Fernando Baumgardner, Matt				Date 02/06/2023 AE/AM ZRJ/PJ	
Unit #					
Year		2024	Make Ford		Model F-650 Gas
Series Base Regular Cab Base					
Vehicle Order Type	In-Stock	Term 60	State CA	Customer# 467560	
\$ 128,788.44		Capitalized Price of Vehicle ¹			
\$ 0.00		*	Sales Tax <u>0.0000%</u> State <u>CA</u>		
\$ 1,608.91		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 265.00		*	Other: (See Page 2)		
\$ 27,491.72		*	Capitalized Price Reduction		
\$ 2,817.90		*	Tax on Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Tax on Gain On Prior		
\$ 0.00		*	Security Deposit		
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)		
\$ 101,296.72		Total Capitalized Amount (Delivered Price)			
\$ 1,367.51		Depreciation Reserve @ <u>1.3500%</u>			
\$ 609.97		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,977.48		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 202.69		Sales Tax <u>10.2500%</u>		State <u>CA</u>	
\$ 2,180.17		Total Monthly Rental Including Additional Services			
\$ 19,246.12		Reduced Book Value at <u>60</u> Months			
\$ 450.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Gray
Lic. Plate Type	Government
GVWR	0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	TBD
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Gray
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of San Fernando
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Dump Truck (AME Quote: TQ20462)	C	\$ 54,983.44
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 54,983.44
Aftermarket Equipment Total		\$ 54,983.44

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 140.00
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 265.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 265.00

VEHICLE INFORMATION:

2024 Ford F-650 Gas Base Regular Cab Base - US
Series ID: F6A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$58,946	\$67,560.00
Total Options	\$3,269.28	\$3,650.00
Destination Charge	\$2,095.00	\$2,095.00
Total Price	\$64,310.28	\$73,305.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White
Interior: E-(0 I) Gray

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
12	14 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$49.28	\$0.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$106.00	\$120.00
212WB	212" Wheelbase/138" CA/81" AF/332" OAL	\$454.00	\$515.00
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul	\$260.00	\$295.00
425	50-State Emissions	NC	NC
43A	8,500 lb. Cap. Non-Driving - Dana D-850F	STD	STD
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul	STD	STD
474	19,000 lb. Single-Speed - Dana S19-140	\$591.00	\$670.00
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI	STD	STD
54H	Mirrors, Dual - Rectangular, XL2020 - 96" Width	STD	STD
55M	Jump Start Stud - Remote Mounted	\$80.00	\$90.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD	STD
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined)	\$119.00	\$135.00
59F	Four Body Builder Switches - Mounted in Center Instrument Panel	\$111.00	\$125.00
600A	Preferred Equipment Package 600A	NC	NC
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$88.00	\$100.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$44.00	\$50.00
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap	STD	STD
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
65D	Fuel Tank - LH 60 Gallon - Steel	\$221.00	\$250.00
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD	STD
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control	STD	STD
68M	Multi-Leaf Springs - 19,000 lb. Cap	STD	STD
766	Bumper, Front - Black, Full Width	Included	Included
85A	SecuriLock Passive Anti-Theft System	\$106.00	\$120.00
85K	Remote Keyless Entry w/2 Key Fobs	\$172.00	\$195.00
86A	Painted Grille - Plastic	Included	Included
881	30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl	\$309.00	\$350.00
90P	Power Equipment Group - (Included in (90A) Appearance Group)	\$414.00	\$470.00
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter	STD	STD
961	Shock Absorbers, Rear - Double Acting	\$145.00	\$165.00

CODE	DESCRIPTION	INVOICE	MSRP
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm	STD	STD
E_01	(0 I) Gray	NC	NC
FLOOR	Floor Covering - Black Vinyl	Included	Included
FRSEAL	Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
HOOKS	Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included	Included
LIGHTS	Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included	Included
OIL	Intelligent Oil Life Monitor	Included	Included
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
RRSEAL	Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included	Included
STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi	Included	Included
STDBAT	Battery - One 900 CCA, Includes Steel Battery Box	STD	STD
STEER	Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	Included	Included
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD	STD
TILT	Steering Column - Tilt / Telescoping	Included	Included
X6A	6.14 Axle Ratio	NC	NC
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

April 6, 2023 CC Meeting

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: trailer mirrors
Side Steps: yes
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front Tow Hooks: 2 front tow hooks
Front Mud Flaps: front and rear mud flaps
Body Material: composite/galvanized steel body material
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Front Cupholder: front cupholder
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 2 speakers
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with delay
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Type: hydraulic disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Ignition Disable: SecuriLock immobilizer

Panic Alarm: panic alarm

Tracker System: tracker system

Electronic Stability: electronic stability

Traction Control: ABS traction control

Seats And Trim:

Seating Capacity max. seating capacity of 3

Driver Seat Mounted Armrest: driver and passenger seat mounted armrests

Front Centre Armrest Storage: front centre armrest

Leather Upholstery: vinyl front seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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).** Intentionally omitted.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Intentionally omitted.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Intentionally omitted.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Intentionally omitted.

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. Supplier 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).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

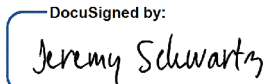
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/4/2022 | 9:11 AM CDT

Date: _____

DocuSigned by:

EFC279C1DE8D465...

By: _____

Dain Giesie

Title: Vice President

5/4/2022 | 2:58 PM CDT

Date: _____

030122-EFM

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.

Does your company conduct business under any other name? If yes, please state: MO

Address: 600 Corporate Park Dr.
St. Louis, MO 63050

Contact: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

Fax: 314-274-5428

HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18

Submitted On: Tuesday March 01, 2022 16:13:51

Submitted By: Dain Giesie

Email: Dain.E.Giesie@efleets.com

Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609

Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Background and History</p> <p>In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.</p> <p>Business Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>	*
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>	*

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<ul style="list-style-type: none"> o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcwell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p>Fleet Management Director</p> <ul style="list-style-type: none"> • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. <p>Fleet Strategy Manager</p> <ul style="list-style-type: none"> • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days <p>Finance Manager</p> <ul style="list-style-type: none"> • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. <p>Account Executive</p> <ul style="list-style-type: none"> • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs <p>Area Sales Manager</p> <ul style="list-style-type: none"> • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed <p>Client Strategy Manager</p> <ul style="list-style-type: none"> • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters <p>Account Fleet Coordinator</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p>Vehicle Delivery</p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. <p>Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. <p>This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc. 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors. 	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

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Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranty coverages are provided by the applicable manufacturer.	*
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none">• Convenience: Card accepted at more than 180,000 U.S. locations• Security: Cards with driver identification issued to the driver assigned to the vehicle• Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none">• Review transaction activity• Identify potentially abusive or fraudulent behavior• Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none">• Safety: Breakthrough accident detection, safer driving behavior, in-	

vehicle driver coaching

- Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs
- Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- Compliance: Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- Sourcewell can set up and send automatic service reminders through Enterprise's website

Maintenance Management

With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.

Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise's bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p>Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p>Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise's standard service. Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state. Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment. The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease. Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers. Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points	*
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	*
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Item	Category or Type	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: April 3, 2023

Subject: Consideration to Accept the Office of Community Oriented Policing Services Fiscal Year 2022 Law Enforcement Mental Health and Wellness Act Grant Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the Office of Community Oriented Policing Services (COPS office) Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant (Attachment "A") funds, in the amount of \$108,217.96 to reimburse equipment and overtime associated with establishing a mental health and wellness program for Police Department personnel;
- b. Adopt Resolution No. 8224 (Attachment "B") amending the budget for Fiscal Year 2022-2023 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. The purpose of the Office of Community Oriented Policing Services (COPS Office) is to advance the practice of community policing through information, technical assistance, training and grant resources.
2. The COPS Office develops programs to respond to the changing needs of law enforcement agencies and to support crime prevention.
3. The purpose of the Law Enforcement Mental Health and Wellness Act Program is to improve the delivery of, and access to, mental health and wellness services for law enforcement officers through peer support, training, family resources, suicide prevention, and wellness programs.
4. The LEMHWA Grant period is September 1, 2022 to August 31, 2024.

Consideration to Accept the Office of Community Oriented Policing Services Fiscal Year 2022 Law Enforcement Mental Health and Wellness Act Grant

Page 2 of 2

ANALYSIS:

In an increasingly complex world, police officers deal with a myriad of stressful situations and challenges each day while working to keep the community safe. Confronting danger, responding to crimes in progress, working extended hours, time away from family, unfavorable characterizations by the media and public, and other job stressors exact a heavy toll on the mental health and sense of well-being of first responders and their loved ones.

The Police Department recognizes the mental health burden police officers carry. Through the LEMHWA grant application, the Department developed the “Everyone’s Wellness Matters Project” to address the mental wellness needs of personnel and their loved ones. This program includes training for leadership and supervisors, support services and seminars for personnel and their families, development and training of a peer support team, and a crisis response team to be available for employees when critical incidents occur. The LEMHWA Grant will make these programs possible.

BUDGET IMPACT:

The COPS LEMHWA Grant of \$108,217.96 will cover the full cost of the wellness project. The grant is a reimbursable grant and requires the Police Department enter into an agreement with COPS to administer the grant. Adoption of the attached Resolution is necessary to amend the FY 2022-2023 Adopted Budget to appropriate grant revenues (110-36996-3644) and expenditures (110-220-3644-4450 and 4370) for the LEMHWA Grant.

CONCLUSION:

The mental wellness of personnel is a priority for the Police Department and is in line with the City Council Strategic Goal to Focus on Community First by ensuring the San Fernando Police Department has adequate resources for personnel, equipment, training and community-based policing options. Staff recommends the acceptance of the LEMHWA Grant funds to allow the department to provide vital services to address the mental health needs of its officers and their families.

ATTACHMENTS:

- A. LEMHWA Grant
- B. Resolution No. 8224

✓ **Award Letter**

October 13, 2022

Dear Fabian Valdez,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by SAN FERNANDO, CITY OF INC for an award under the funding opportunity entitled 2022 FY22 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$108,217.96.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

SAN FERNANDO, CITY OF INC

UEI

XARQWS6VM2N3

ORI Number

CA01961

Street 1

910 FIRST STREET

Street 2**City**

SAN FERNANDO

State/U.S. Territory

California

Zip/Postal Code

91340

Country

United States

County/Parish

Province

**Award Details****Federal Award Date**

10/13/22

Award Type

Initial

Award Number

15JCOPS-22-GG-04113-LEMH

Supplement Number

00

Federal Award Amount

\$108,217.96

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

*I have read and understand the information presented in this section of the Federal Award Instrument.***Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 FY22 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency

COPS

Application Number

GRANT13599904

Grant Manager Name Phone Number E-mail AddressSARAH ESTILL [202-307-1533](tel:202-307-1533) Sarah.Estill@usdoj.gov**Project Title**

FY22 San Fernando, CA, LEMHWA Project Grant

Performance Period Start Date

09/01/2022

Performance Period End Date

08/31/2024

Budget Period Start Date

09/01/2022

Budget Period End Date

08/31/2024

Project Description

The San Fernando Police Department LEMHWA Implementation project supports training for leadership and supervisors allowing them to model the way, supportive services and seminars for personnel and their families, development of a peer support team that has not previously existed at SFPD, and the availability of a crisis response team to immediately address employee wellness when critical incidents occur. This project provides services for full time sworn personnel, reserve sworn personnel, and all professional staff.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/26/22 10:51 AM

Comments

Your proposed budget or budget description required revisions based on the attached budget narrative or information provided during the budget review process, and are reflected in the approved budget.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$0.00	\$0.00	\$0.00	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$9,270.00	\$0.00	\$9,270.00	
Equipment	\$0.00	\$0.00	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00	\$0.00	\$0.00	
Other Costs	\$110,470.00	-\$11,522.04	\$98,947.96	
Indirect Costs	\$0.00	\$0.00	\$0.00	
Total Project Costs	\$119,740.00	-\$11,522.04	\$108,217.96	

3/29/23, 3:08 PM

April 3, 2023 CC Meeting

Active Funded Award

Federal Funds:	\$119,740.00	100.00%
Match Amount:	\$0.00	0.00%
Program Income:	\$0.00	0.00%

Budget Detail Summary View

Budget Category

- Sworn Officer
- Civilian Personnel
- Travel
- Equipment
- Supplies
- SubAwards
- Procurement Contracts
- Other Costs
- Indirect Costs

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

No other award documents have been added.

Award Conditions

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant, Page 83 of 204

to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Acting Director

Name of Approving Official
ROBERT CHAPMAN

Signed Date And Time
9/27/22 5:36 PM

Authorized Representative

☒ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Fabian Valdez

Signed Date And Time
11/17/2022 7:11 PM

☒ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
Nick Kimball

Signed Date And Time
11/17/2022 7:19 PM

RESOLUTION NO. 8224

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

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

SECTION 1. The following adjustments are made to the City Budget:

ALLOCATION OF FUNDS FOR OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
(COPS OFFICE) LAW ENFORCEMENT MENTAL HEALTH AND WELLNESS ACT (LEMHWA)
GRANT

Increase in Revenues	<u>\$108,217.96</u>
Account No. 110-3696-3644	

Increase in Expenditures	<u>\$108,217.96</u>
Account No. 110-220-3644-4450	
Account No. 110-220-3644-4370	

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 3rd day of APRIL 2023.

ATTEST:

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

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8224 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 3rd day of April, 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 April, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief
Jennifer Spatig, Management Analyst

Date: April 3, 2023

Subject: Consideration to Approve a Subaward Agreement with the City of Los Angeles for the 2022 Urban Area Security Initiative Grant Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Subaward Agreement (Attachment "A"- Contract No. 2144) between the City of Los Angeles and the City of San Fernando (City) for the 2022 Urban Area Security Initiative (UASI) Grant Program;
- b. Adopt Resolution No. 8225 (Attachment "B") amending the Fiscal Year (FY) 2022-2023 Budget to appropriate the grant expenditures and revenues for the UASI 2022 Grant funds in the amount of \$141,466; and
- c. Authorize the City Manager to execute the agreement and all related documents.

BACKGROUND:

1. The United States Congress first authorized the Urban Area Security Initiative (UASI) grant program in 2003 to help large urban areas enhance their capacity to prepare for, prevent, respond to, and recover from natural, technological, and human caused disasters such as acts of terrorism. These authorized funds may be used by local jurisdictions for assessing and developing security strategies, equipment, training personnel, and conducting training exercises with first responders to prepare for the aforementioned events.
2. On March 13, 2023, the City of Los Angeles provided the Subaward Agreement to the City of San Fernando authorizing \$141,466 for the purchase of police station security/surveillance cameras, physical access control, and personal protective equipment for the Police Department (Attachment "A" - Contract No. 2144).

Consideration to Approve a Subaward Agreement with the City of Los Angeles For the 2022 Urban Area Security Initiative Grant Program

Page 2 of 3

ANALYSIS:

The Police Department participates in the UASI grant program in an effort to obtain funding for enhancing security measures through its membership in Los Angeles County Police Chiefs Association (LACPCA). The LACPCA submits requests for projects and funding on behalf of Los Angeles County police agency members like the San Fernando Police Department. Projects are limited in scope depending upon guidelines set forth by the Department of Homeland Security (DHS). The 2022 UASI Grant Program is part of a comprehensive set of measures authorized by Congress and implemented by the Department of Homeland Security to strengthen communities against potential terrorist attacks and other hazards. Use of funding is limited to the preparation for, prevention of, and response to natural, technical and human caused disasters.

In an increasingly complex world filled with asymmetrical threats, ensuring the safety of first responders is vital. UASI Grant funds will allow for the enhancement of security measures at the Police Department, increasing safety for police personnel inside the police station and in the field. The UASI funds have been awarded for the following safety enhancements:

- Police Station Security/Surveillance Video Cameras: \$69,234
- Police Station Physical Access Control: \$45,174
- Personal Protective Equipment (PPEs): \$27,058

Police station security/surveillance cameras will augment the current system by adding cameras in specified areas not currently monitored, but vital for station security, and updating the resolution of older cameras. The Department's antiquated access control system will be replaced with a new access reader and key fobs to provide enhanced security for all Department personnel by accurately tracking and limiting access to specified areas of the Department. These enhanced security measures will enable the Department to limit or cancel separated Department members from accessing areas of the Police Department not open to the public. Lastly, the purchase of protective equipment including gas masks, new filters and automated external defibrillators with allotted funds will equip officers in the field so they are better prepared to respond to emergencies such as chemical or biological exposures or civil unrest.

BUDGET IMPACT:

This is a reimbursement grant process, where the City purchases the items and submits for reimbursement, which is 100% funded by the grant. Adoption of the attached Resolution is necessary to amend the FY 2022-2023 Adopted Budget to appropriate the grant revenues (110-3696-3684) and expenditures (110-220-3684-4500) for the UASI 22 Grant.

Consideration to Approve a Subaward Agreement with the City of Los Angeles For the 2022 Urban Area Security Initiative Grant Program

Page 3 of 3

CONCLUSION:

The physical safety and wellbeing of Police Department personnel is a priority and is in line with the City Council Strategic Goal to Focus on Community First by ensuring the San Fernando Police Department has adequate resources for personnel, equipment, training and community-based policing options. Therefore, staff recommends that the City Council approve the Subaward Agreement (Contract No. 2144) between the City of Los Angeles and the City of San Fernando for the USAI 2022 Grant Program funds in the amount of \$141,466 and approve the attached Resolution amending FY 2022-2023 Adopted Budget to appropriate Fund Revenues and Expenses.

ATTACHMENTS:

- A. Contract No. 2144
- B. Resolution No. 8225



SUBAWARD AGREEMENT

Subrecipient: City of San Fernando

Title: FY 2022 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2022 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 _____ 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 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) 2022 Urban Area Security Initiative Grant Program, FAIN No. EMW-2022-SS-00043-S01, CFDA No. 97.067, Federal Award Date August 26, 2022. This is not a "Research & Development" award as defined in 2 CFR Sections 200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR Sections 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 Section 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 \$54,753,330.00

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: **\$141,466**

Subaward Period of Performance ("Term"): **September 1, 2022
to May 31, 2025**

Match Requirement: **None**

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:	Brian K. Williams, 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) 978-0677

Party:	City of San Fernando
Authorized Representative:	Lt. Nichole Hanchett
Authorized Department:	San Fernando Police Department
Address, E-mail:	910 1st St., San Fernando, CA 911340 Email:nhanchett@sfcity.org

Copy To:

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. # 22-0988, 11/22/22).

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 2022 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2022 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2022 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2022 Standard Assurances for 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 Environmental and Historical Preservation (“EHP”) request form, and (4) 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 Section 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 Section 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 Section 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.
- I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for COVID-19 vaccine requirements.

§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 may be required to provide supporting documentation that certifies a reduction in non-Federal resources that 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. Sections 3729 to 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 under 38 U.S.C. Sections 3801 to 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, 7324-7328) which limit 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 Section 200.214 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.E.2. 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 of 1990 (ADA) (42 U.S.C. § 12101 et seq.) and its implementing regulations, the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub.L. No. 110-325) and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. Section 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. Section 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 (Pub.L. No. 109-282) 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 (as amended by 22 U.S.C. § 7104).
- 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 set forth in California Labor Code Section 3700 et seq.
- 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 Only to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act (5 U.S.C. § 552) and the California Public Records Act (Gov. Code, § 6250 et seq.) to certain information as more fully set forth in the *California Public Records Act and 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* section 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, logos, and flags.
- 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 comply with the *Conflict of Interest* section, which requires Subrecipient to 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 22 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. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR Sections 200.205 and 200.338.
- X. Subrecipient shall comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA) (Pub.L. No. 115-232) and 2 C.F.R. Section 200.216, which prohibit Subrecipient (including their subcontractors) from using federal funds, including FEMA awards, under open or new awards for the telecommunications equipment or services listed in Section 889(f)(2)-(3) of the NDAA.
- Y. Subrecipient shall comply with the Build America, Buy America Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and EO 14005, which requires that “all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” However, for FY 2022 awards, the BABAA requirement has been waived. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Subrecipient will be required to follow the BABAA requirements unless a waiver is requested and approved.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR Section 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 Sections 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 Section 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 Section 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 Section 200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR Section 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 Section 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 Section 200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR Section 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 F**) 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 Section 200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR Section 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 Sections 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 Section 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 Sections 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 Section 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 Section 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 Sections 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

Sections 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 Section 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 Section 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 Sections 200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR Section 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 Sections 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 Section 200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR Section 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 Section 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 Section 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 Section 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 Section 200.339. Subrecipient shall have the right to terminate

the Subaward only as set forth in 2 CFR Section 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(s) 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 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or scanned signatures (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney By _____ Barak Vaughn, Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES KAREN BASS, Mayor By _____ Karen Bass, Mayor Date _____
ATTEST: HOLLY L. WOLCOTT, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ [Attorney] Date _____	For: City of San Fernando By _____ Date _____
ATTEST: By _____ Date _____	[SEAL]

City Business License Number: _____
 Employee Identification Number (EIN): _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #22-0988; Date of Approval: 11/22/22
 City Contract Number: _____

EXHIBIT A

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. 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.

All legislation and digital resources are referenced with no digital links. The **FY 2022 DHS Standard Terms and Conditions** will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

- I. 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 as instructed by the awarding agency.
- II. 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.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General 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.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access 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 or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the

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initial submission, recipients are required to complete the tool 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. 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>.

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 prior to expiration of the 30-day deadline.

C. 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 performed 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 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. 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

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

FY 2022 DHS Standard Terms and Conditions

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 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 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.

FY 2022 DHS Standard 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.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. 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.)

XVI. 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.)

XVII. 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.

XVIII. 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.) 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.

XIX. Hotel and Motel Fire Safety Act of 1990

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

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guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. 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>.

XXII. 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.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. 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.

XXIV. 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.

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XXV. 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.

XXVI. Notice of Funding Opportunity Requirements

All the 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

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 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.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part

FY 2022 DHS Standard Terms and Conditions

170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. 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.

XXXIII. 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.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

EXHIBIT B



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

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

- (d) The 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 Applicant 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.



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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. § 200.214 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 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:



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For Cal OES Federal Non-Disaster Grant Programs

- (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;



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For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant 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;



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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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For Cal OES Federal Non-Disaster Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform 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. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, 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 provides that Applicant shall not 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), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant 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.



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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 the Applicant or its subrecipients 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; or (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 federal award 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;



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For Cal OES Federal Non-Disaster Grant Programs

- (c) Assist the awarding agency in assuring compliance with Section 106 of the 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
- (d) 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

The Applicant is 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.



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For Cal OES Federal Non-Disaster Grant Programs

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

The Applicant must acknowledge its 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

The Applicant 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. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant 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.



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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 the Applicant 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

The Applicant 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

The Applicant is required to be non-delinquent in its 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

The Applicant 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, the Applicant 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.



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For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant 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, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is 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

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant 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. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant'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, the Applicant 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.



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For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

The Applicant 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

The Applicant 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.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. 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 Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) 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. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, 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.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT C

	FEMA Trigger	Line #				Project Information										
Application ID #	National Priority Area	Project Letter	Item #	Sub-Line #	Mayor's Office	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Color
															\$141,466.00	
III-68b	2.SoftTargets	E	8	53	16	IJ-3	San Fernando	Police	Video Camera Security/Surveillance	UASI	LE	Equipment	Physical Security Enhancement Equipment	N/A	\$ 69,234.00	Black
III-59		G	13	77	24	IJ-3	San Fernando	Police	Station Security - Physical Access Control	UASI	LE	Equipment	Physical Security Enhancement Equipment	N/A	\$ 45,174.00	Black
IV-103c		P	34	179	54	IJ-4	San Fernando	Police	Personal Protective Equipment (PPE)	UASI	LE	Equipment	Personal Protective Equipment	N/A	\$ 27,058.00	Black

EQUIPMENT																					Ledger Type			Application	
City of Los Angeles 037-95050 2022-0043																					Request Number				
																					POP Start Date		September 1, 2022		
																					POP End Date		May 31, 2025		
																					Cal OES Approval		VL 12/20/22		
Project Letter	Project Number	Subsolution Number	Equipment Description (include Qty.)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/Shareable	Invoice Number	Vendor	ID Tag Number	Condition/Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over \$250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Cash Request #	Total Approved	Remaining Balance	
																			\$141,466					\$141,466	
E	8	53	Video Camera Security/Surveillance : (21) High resolution video cameras with installation.	145W-01-VIDA	SYSTEME, Video Assessment, Security	UAS	LE	Physical Security Enhancement Equipment	N/A							No	EHP		69,234					69,234	
G	13	77	Station Security - Physical Access Control : (1) server w/monitor, keyboard and software; (1) 24 door controller; (1) controller power supply; (5) new multi class readers	PACS, 145W-01-PACS, 145W-01-PACS, 145W-01-PACS, 145W-01-PACS	System, Physical Access Control: System, Physical Access Control: System, Physical Access Control: System, Physical Access Control	UAS	LE	Physical Security Enhancement Equipment	N/A							No	EHP		45,174					45,174	
P	34	179	Personal Protective Equipment (PPE) : (4) Automated External Defibrillators; (15) MSA Millennium Gas Masks; (50) Gas Mask Carry Bags; (36) Gas Mask Cartridges CBRN; (36) Gas Mask Cartridges CS/CN	DEAE-01AR-02-APR-0129-00-GBAG-01AR-02-APRC-01AR-03-APRC	Defibrillator, Automated External: Respirator, Air Purifying, Full Face, Tight Fitting: Bag/Box, Ensemble, Gear Storage: Canister CBRN, APR: Canister CS/CN, APR	UAS	LE	Personal Protective Equipment	Both							No	No Hold Indicated		\$27,058					27,058	

EXHIBIT D

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 22
<i>Grant Specialist to complete</i>		Summary and reason for modification request:		Are the modified ledgers attached electronically?		Will the project require approvals?
Contract Amount	\$ -			<i>Equipment Ledger</i>		<i>EHP</i>
Revised Amount	\$ -			<i>Training Ledger</i>		<i>Sole Source</i>
Amendment Y/N?				<i>Organization Ledger</i>		<i>EOC</i>
25% Increase	\$ -			<i>Planning Ledger</i>		<i>Watercraft</i>
Council/14.8 Y/N?				<i>Exercise Ledger</i>		<i>Aircraft</i>

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											\$ -			
Total:											\$ -			

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									\$ -	\$ -	\$ -			
Total:											\$ -			

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes
FMU Verification-- Name	Date Reviewed	Modification #	Notes	

EXHIBIT E

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 _____

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)

Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115

Expiration: 1/31/2024

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: (<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>). 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@fema.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)¹ 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.¹ 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,¹ 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.



Any County Tower, State: 12.3456° N, 34.5678° W

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.



Grant Program:			
Grant Award No.(s):		FIPS #:	
Subrecipient Name:			
If Subaward, list second-tier Subrecipient:			
Project No.(s):		Feedback # (if applicable):	
Project Title(s):			
Requested Amount:		Contract Total:	
Vendor:			

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.**
- 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?**
- ☐ 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:

EXHIBIT F

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 FY22						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						Scoring
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

RESOLUTION NO. 8225

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023
ADOPTED ON JUNE 21, 2022**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

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

SECTION 1. The following adjustments are made to the City Budget:

ALLOCATION OF FUNDS FOR URBAN AREA SECURITY INITIATIVE (UASI) GRANT
SUBAWARD

Increase in Revenues	<u>\$141,466.00</u>
Account No. 110-3696-3663	

Increase in Expenditures	<u>\$141,466.00</u>
Account No. 110-220-3663-4100	
Account No. 110-220-3663-4300	
Account No. 110-220-3663-4500	

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 3rd day of APRIL 2023.

ATTEST:

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

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8225 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 3rd day of April, 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 April, 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: April 3, 2023

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA (Attachment "A" – Contract No. 2124(a)) for construction engineering support services related to the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. On September 19, 2022, the City awarded construction Contract No. 2110 to Toro Enterprises Inc. in the amount of \$4,835,283.60 for the construction of the San Fernando Pacoima Bikeway and Pedestrian Path Project. The City also established a construction contingency of 10% of the contract amount, \$483,528.36 to cover the costs of unforeseen conditions.
2. Following the award of the construction contract to Toro Enterprises, staff reached out to Studio-MLA for a proposal to review engineering design changes and structural field observations and inspections during the project. Studio-MLA was the engineering design firm of record that produced the project drawings during the design phase of the project managed by the Mountains Recreation and Conservation Authority (MRCA). It is an engineering best management practice to utilize the same engineering firm that completed the design to review and make changes during the project.

Consideration to Approve a First Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

Page 2 of 4

3. On November 2, 2022, the City awarded Short-Form Professional Services Contract No. 2124 (Attachment "B") to Studio-MLA for construction support (during both bidding process and construction phase), as well as reviewing submittals, shop drawings, Requests for Information (RFI's), and structural observations for both the bridge and retaining walls when requested by the City an amount not-to-exceed \$24,999.

ANALYSIS:

The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project consists of a new bikeway/pedestrian path, bike/pedestrian bridge, and bioswales on Pacoima Wash from Fourth Street (Bradley Avenue) to Eighth Street (Pacoima Wash Natural Park). The improvements include construction of a new 12 foot wide, 1.34 mile long Class I asphalt concrete bikeway, bioswales, retaining walls, prefabricated bike/pedestrian bridge, rectangular flashing beacons, welded wire fence, solar lights, bollards, signage, striping, markings, and construction of wheelchair ramps to meet current Americans with Disability Act (ADA) standards.

Pursuant to an informal procurement process, Studio-MLA was awarded a contract to serve as the lead design and engineering firm for the Pacoima Wash Bikeway and Pedestrian Path Project (Project). Following the completion of the permitting for the Project, Studio-MLA has been providing construction engineering support services during the bidding process and construction phase of the project. To date, Studio-MLA's effort has focused on:

- Reviewing and approving submittals;
- Reviewing and approving shop drawings;
- Reviewing and responding to Requests For Information (RFIs);
- Providing structural observations of pre-fabricated bridge; and
- Providing structural observations of retaining walls.

The City initially established a contract with Studio-MLA not-to-exceed \$24,999 to assist in the initial phases of the Project. There have been numerous engineering submittals and field reviews to address questions during the beginning stages of the Project, which have required additional engineering and field reviews then initially expected. Therefore, it is necessary to increase funding for Studio-MLA's contract to cover the remaining of the estimated field and engineering review work until the completion of the project to ensure the bridge, retaining walls, and bioswales are properly observed and constructed per the approved Project plans.

BUDGET IMPACT:

Overall, the total costs for the project are budgeted at \$11,892,491. This is comprised of \$5,318,812 for construction (including a 10% contingency), \$589,094 for construction

Consideration to Approve a First Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

Page 3 of 4

management and inspection services (provided by Willdan Engineering), and additional funds remaining for design and construction of future improvements at the Pacoima Wash Natural Park. The construction costs for the project are covered through a combination of funding from a CMAQ (Congestion Mitigation Air Quality – Metro) Grant, ATP Cycle 3 (Active Transportation Program –Caltrans), AQMD (Air Quality Management District), Measure R, Measure M, SMMC (Santa Monica Mountains Conservancy) Grant, and state funding secured through Assemblymember Luz Rivas.

Per Contract No. 2124, Studio-MLA total contract is \$24,999, which is comprised of Measure R funds. The additional \$64,336 needed to complete the project will be covered by available Measure R funds.

The following table summarizes the status of the project funding and expenditures:

PROJECT FUNDING		
<i>Fund</i>	Account	Allocation
CMAQ	010-3686-0549	\$1,513,000
ATP Cycle 3	010-3686-0550	\$973,000
AQMD/MSRC AB2726	010-3686-0551	\$354,000
Measure R	012-3210-0551	\$398,000
Measure M	024-3210-0551	\$217,000
SMMC Grant	010-3686-0647	\$937,491
State Budget Allocation (Assemblymember Luz Rivas)	Pending Appropriation	\$7,500,000
<i>Total Sources</i>		\$11,892,491
Construction (Including 10% contingency)		-\$5,318,812
Construction Management & Inspection		-\$589,094
Construction Support (Including amendment)		-\$89,335
Total Project Funds Remaining for Future Phase at Pacoima Wash Natural Park		\$5,895,250

Consideration to Approve a First Amendment to the Professional Services Agreement with MLA Green, Inc. dba Studio-MLA for the San Fernando Pacoima Wash Bikeway and Pedestrian Path Project

Page 4 of 4

CONCLUSION:

It is recommended that the City Council approve the First Amendment to Studio-MLA's Contract No. 2124(a) for construction engineering support services related to the Pacoima Wash Bikeway and Pedestrian Path Project and execute the Amendment.

ATTACHMENTS:

- A. Contract No. 2124(a)
- B. Contract No. 2124

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
MLA Green, Inc. dba Studio-MLA – Construction Support Services for
San Fernando Pacoima Wash Bikeway and Pedestrian Path Project
Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737

THIS FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Short-Form Professional Services Agreement" – MLA Green, Inc. dba Studio-MLA - originally executed 2nd day of November, 2022, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and MLA Green, Inc. dba Studio-MLA, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 3rd day of April , 2023 ("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 an agreement dated November 2, 2022 and entitled "Short-Form Professional Services Agreement – Studio-MLA – Construction Support Services for San Fernando Pacoima Wash Bikeway and Pedestrian Path Project, Federal Project No. ATPL-5202(020), Job No. 7615, Plan No. P-737, Contract No. 2124 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 3, 2023.

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 Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of Eighty-Nine Thousand Three Hundred Thirty-Five Dollars (\$89,335.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master 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 Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master 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 Master 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:

CONSULTANT:

By:_____

By:_____

Name: Nick Kimball

Name:_____

Title: City Manager

Title:_____

Date:_____

Date:_____

APPROVED AS TO FORM:

By:_____

Name: Richard Padilla

Title: Assistant City Attorney

Date:_____

CITY OF SAN FERNANDO
SHORT-FORM PROFESSIONAL SERVICES AGREEMENT

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT is made and entered into on the 2nd day of November, 2022 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and **MLA Green, Inc. dba Studio-MLA** (hereinafter referred to as "CONSULTANT"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONSULTANT. Shall provide or furnish the following specified services and/or materials: Assistance with construction support (during both bidding process and construction phase), as well as reviewing submittals, shop drawings, Requests For Information (RFI's), and structural observations for both the bridge and retaining walls when requested by the City.

2. EXHIBITS. The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Proposal from CONSULTANT dated October 13, 2022 and attached hereto as Exhibit "A".

3. TERMS. The services and/or materials furnished under this Agreement shall commence once this contract is fully executed and shall be completed within 340 working days, unless terminated pursuant to Section 5(g).

4. COMPENSATION. For the full performance of this Agreement:

a. CITY shall pay CONSULTANT an amount **not to exceed TWENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE Dollars (\$24,999.00)**, to be paid in whole or in progress payments within thirty (30) days following receipt of an invoice. Final payment shall be made on completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONSULTANT operates. CITY is not responsible for paying for any work done by CONSULTANT or any sub-consultant above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONSULTANT's costs or expenses to deliver any services/goods. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONSULTANT.

c. CONSULTANT is responsible for monitoring its own forces/employees/agents/sub-consultants to ensure delivery of goods/services within the terms of this Agreement. CITY will not accept or compensate CONSULTANT for incomplete goods/services.

5. GENERAL TERMS AND CONDITIONS.

a. HOLD HARMLESS. CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or

arising out of the performance of CONSULTANT under this Agreement. With regard to CONSULTANT's work product, CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONSULTANT under this Agreement.

b. **INSURANCE.** CONSULTANT shall file with CITY a certificate of insurance before commencing any services under this Agreement as follows:

- i. **WORKERS COMPENSATION INSURANCE:** Minimum statutory limits.
- ii. **COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** General Liability and Property Damage Combined. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.
- iii. **AUTOMOBILE INSURANCE:** \$1,000,000.00 per occurrence.
- iv. **PROFESSIONAL LIABILITY:** \$1,000,000.00 aggregate.
- v. **NOTICE OF CANCELLATION:** CITY requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."
- vi. **CERTIFICATE OF INSURANCE:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance and it shall name "The CITY of San Fernando, California, its elective and appointed officers, employees, and volunteers" as additional insureds.

c. **CITY BUSINESS LICESNE.** CONSULTANT shall obtain a City business license prior to the commencement of any work in the City of San Fernando.

d. **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

e. **INTEREST OF CONSULTANT.** It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONSULTANT. At all times CONSULTANT shall be an independent CONSULTANT and CONSULTANT is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement,

CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

f. CHANGES. This Agreement shall not be assigned or transferred without advance written consent of CITY. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

g. TERMINATION FOR CONVENIENCE OR FOR CAUSE. This Agreement may be terminated by CITY upon seven (7) days written notice to CONSULTANT. Monies owed for work satisfactorily completed shall be paid to CONSULTANT within 14 days of termination.

h. RECORDS. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of CITY. CONSULTANT hereby agrees to deliver those documents to CITY at any time upon demand of CITY. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. Failure by CONSULTANT to deliver these documents to CITY within a reasonable time period or as specified by CITY shall be a material breach of this Agreement. CITY and CONSULTANT agree that until final approval by CITY, all data, plans, specifications, reports and other documents are preliminary drafts not kept by CITY in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to CITY pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by CITY as complete, non-exclusive title to copyright of said work for hire shall transfer to CITY. The compensation recited in Section 4 shall be deemed to be sufficient consideration for said transfer of copyright. CONSULTANT retains the right to use any project records, documents and materials for marketing of their professional services.

i. NOTICES. Any notices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's OR CITY's regular business hours; or (b) on the third business day following the United States mail post mark, postage pre-paid, to the addresses heretofore below.

If to City:

Matthew Baumgardner

City of San Fernando

117 N. Macneil Street

San Fernando, CA 91340

If to CONSULTANT:

Jan Dyer

MLA Green, Inc., dba Studio-MLA

251 South Mission Road

Los Angeles, CA 90033

6. COMPLIANCE WITH LAWS. CONSULTANT shall be fully informed of and in compliance with all applicable laws, statues, codes, rules, regulations, and ordinances governing or affecting the performance of work.

7. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits.

This Agreement shall become effective upon its approval and execution by CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY:

CONSULTANT:

DocuSigned by:
By: Nick Kimball
1041FC0627C7400
Name: Nick Kimball
Title: City Manager
Date: 11/02/2022 | 5:30 PM PDT

By: Jan Dyer
Name: Jan Dyer
Title: Principal
Date: 10/26/2022

Patsy Orozco

(Proposal/Scope of Work)

From: Matt Romero
Sent: Thursday, October 13, 2022 12:44 PM
To: Patsy Orozco
Cc: Jan Dyer; Sofia Aleman
Subject: RE: Project Staffing Update
Attachments: 2022-1013_Pacoima Bikeway Bid Proposal_Bidding-CA.pdf; Proposal Letter_Studio-MLA_Bid and Construction Support.pdf

Follow Up Flag:	Follow up
Flag Status:	Flagged

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Hi Patsy,

It is our opinion that more than RFI and submittal review will be required for this project. There will need to be structural observations for both the bridge as well as the retaining walls. That being said, we can accept a contract as you suggest based on the correct hourly rates below.

Matt Lysne included incorrect rates for Studio-MLA. They are as follows (and attached):

President:	\$275/hour	✓
Principal:	\$200/hour	✓
Associate Principal:	\$185/hour	✓
Senior Associate:	\$165/hour	✓
Associate:	\$145/hour	✓
Project Designer:	\$110/hour	✓

Tetrattech's rates are as follows:

Employee	Project Manager 1 (Justin Smith, P.E.)	Engineer 2 (Manny Leon)	Project Manager 1 (Michael Olsen, P.E.)	Engineer 3 (Megan Karraban, P.E.)
10/1/2014	195.00	135.00	195.00	145.00
10/2/2014				
10/3/2014				
10/4/2014				
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1/1/2015				

Let us know if you have any questions.

Thank you,

MATT ROMERO ASLA
Senior Associate

STUDIO-MLA

251 South Mission Road Los Angeles, California 90033-3235
T. 213 384 3844 D. 213 807 8811 matthew@studio-mla.com

studio-mla.com

From: Patsy Orozco <POrozco2@sfcity.org>
Sent: Monday, October 10, 2022 5:25 PM
To: Matt Romero <matthew@studio-mla.com>
Cc: Jan Dyer <Jan@studio-mla.com>; Sofia Aleman (sofia.aleman@mrca.ca.gov) <sofia.aleman@mrca.ca.gov>
Subject: RE: Project Staffing Update

Hi Matt,

I was reviewing the proposal Studio MLA recently submitted by Matt Lysne for the Pacoima Wash Bikeway project. Unfortunately, we already have a construction manager and inspector on board. Since funding was very tight on this project, we also didn't include any landscaping components. At this time, we only need Studio MLA/Tetra Tech's assistance with construction support, such as reviewing submittals and in case if any questions arise during construction. In page 3 of your proposal, it summarizes the hourly rates as follows:

- President: ~~_____ \$250/hour~~
- Principal: ~~_____ \$185/hour~~
- Associate Principal: ~~_____ \$170/hour~~
- Senior Associate: ~~_____ \$150/hour~~
- Associate: ~~_____ \$135/hour~~
- Project Designer: ~~_____ \$100/hour~~

We are willing to sign a contract with you based on this hourly rate schedule. Please let us know if you agree so we can send you the contract.

From: Matt Lysne <matt@studio-mla.com>
Sent: Monday, September 26, 2022 9:51 AM
To: Patsy Orozco <POrozco2@sfcity.org>; Sofia Aleman <sofia.aleman@mrca.ca.gov>
Cc: Matt Romero <matthew@studio-mla.com>; Jan Dyer <Jan@studio-mla.com>
Subject: Project Staffing Update

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.

Hello Patsy and Sofia

I am reaching out to tell you that September 30th will be my last day at Studio-MLA. Thank you so much for the great work and collaboration so far on Pacoima Bikeway! I have CC'd Matt Romero and Jan Dyer from our office as they will be continuing on with the Bikeway as it goes into construction.

Please let me know if you have any questions or concerns.

Thank you

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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
Marina Khrustaleva, Associate Planner

Date: April 3, 2023

Subject: A Public Hearing to Consider Adopting an Urgency Ordinance Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading, in title only and adopt Urgency Ordinance No. U-1715 (Attachment "A"), "An Urgency Ordinance of the City Council of the City of San Fernando, California, to enact a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations."

BACKGROUND:

1. In October 2015, Assembly Bill (AB) 1164 was enacted to prohibit local jurisdictions from enforcing any regulations permanently prohibiting the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property. However, jurisdictions may impose reasonable restrictions on the type and use of artificial turf and synthetic grass that do not substantially increase the installation cost or prohibit the installation of artificial turf and synthetic grass.
2. On July 8, 2021, Governor Gavin Newsom declared a drought emergency for most counties in the State of California, requesting a voluntary 15 percent water usage reduction for counties from their 2020 levels. This declaration excluded Los Angeles County.
3. On October 19, 2021, Governor Newsom issued a proclamation that extended his previous drought declaration to the entire state and included Los Angeles County.

A Public Hearing to Consider Adopting an Urgency Ordinance Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

Page 2 of 5

4. On November 15, 2021, the City Council adopted Resolution No. 8105 declaring a multi-year drought emergency and implementing voluntary water conservation measures of 10 percent.
5. On April 13, 2022, the City shut down its highest producing groundwater well, Well No. 2A, as a result of elevated nitrate levels in the drinking water and started importing water from the Metropolitan Water District (MWD) to meet its water demand.
6. On April 26, 2022, MWD adopted emergency measures that restrict irrigation of landscapes to one day a week, which applied to cities and water suppliers that receive State Project water from Northern California through MWD. These restrictions did not apply to San Fernando because the City receives water from Colorado River through MWD. However, the City was informed that the same restrictions may apply to the Colorado River source at later date.
7. On May 25, 2022, the State Water Resources Control Board adopted new regulations that require all urban water suppliers to consult their Water Shortage Contingency Plan (WSCP) and implement Level 2 mandatory water conservation measures. In order to meet this State mandate, the City's adopted WSCP Level 2 measures that require a mandatory 20 percent reduction in water consumption.
8. Effective October 16, 2022, the City restricted sprinkler use to one day a week.
9. On March 13, 2023, the Planning and Preservation Commission (Commission) discussed and supported the proposed temporary moratorium on the installation of artificial turf and synthetic grass.

ANALYSIS:

According to the Safety Element of the San Fernando General Plan, the average maximum temperature is expected to increase in San Fernando throughout the century by up to 8.7° Fahrenheit (F). The number of extreme heat days per year is expected to increase from three extreme heat days to up to 33 extreme heat days. Due to the climate change, over the coming decades, the City is expected to experience increases in temperatures, more severe storms, changes in precipitation patterns, and extended drought conditions. A study from Penn State University's Center for Sports Surface Research found that the maximum surface temperatures of artificial turf during hot, sunny conditions averaged from 140° F to 170° F, generating excess heat and creating "heat islands." Although homeowners may save water on irrigation, large amount of water is needed to cool these synthetic surfaces regularly.

Beginning October 16, 2022, the City implemented a new watering schedule allowing residents to use sprinklers only one time a week, and water throughout the week by hand or through a drip irrigation system. This limited watering schedule causes live turf (lawn) to yellow and/or die,

A Public Hearing to Consider Adopting an Urgency Ordinance Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

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which can lead to violation of the San Fernando City Code (SFCC). SFCC Section 106-1143(11)(b)(2) considers “lawns, plants, or other vegetation that are not maintained in a neat, orderly, and healthy manner as a result of lack of adequate mowing, grooming, trimming, pruning, fertilizing, watering, and/or replacement” a public nuisance condition. As a result, residents consider replacing live turf or other live landscaping with artificial turf and synthetic grass.

Environmental and Health Impacts.

Preliminary research indicates that artificial turf and synthetic grass appear to decrease biodiversity and pose certain health hazards. Certain types of artificial turf and synthetic grass create impenetrable barriers that prohibit or severely limit the absorption of ground water. When unmitigated, the resulting excess ground water creates a serious risk of overwhelming the capacity of the City's storm water drainage system that has been designed under flow analysis, projections, and assumptions that did not take into account impermeable artificial turf and synthetic grass being installed throughout the City.

Furthermore, numerous studies, including an on-going study by the California Office of Environmental Health Hazard Assessment, have identified that artificial turf and synthetic grass contain a wide range of chemicals depending on their source materials.¹ These chemicals have the capability to leak into the environment and cause irreparable damage to the City's ecosystem and watershed. Toxic leakages and lack of filtration can reduce biodiversity and deplete the soil, which will need a long time to recover.

There are other unknown health impacts that artificial turf and synthetic grass pose to residents, especially children, given the wide-ranging types of chemicals found in artificial turf and synthetic grass, including chemicals that are known to be toxic and cause cancer. These toxins can potentially contaminate drinking water. If left completely unregulated, the discharge of such chemicals could pose health risks to residents.

Artificial turf and synthetic grass also pose a burden on local landfills. The expected lifespan of these materials varies from seven to 20 years, depending on the quality, methods of installation, and maintenance. Most types of artificial turf and synthetic grass are considered “virgin plastics,” which means they are newly made and not produced from recycled materials. At the same time, they are considered “forever chemicals” as they are not biodegradable and do not decompose. Therefore, all negative environmental effects of artificial turf and synthetic grass will transport to a landfill in the foreseeable future.

To address environmental and health impact concerns, the state is currently looking to impose a state-mandate program to discourage the use of artificial turf and synthetic grass. Senate Bill

¹ FAQs: Crumb Rubber & Artificial Turf. The Children's Environmental Health Network (CEHN). Electronic document available at: <https://cehn.org/crumb-rubber-artificial-turf/>, accessed on 3/29/2023.

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(SB) 414 was introduced by Senator Allen, on February 9, 2023, to discourage use of artificial turf and synthetic grass that contains contaminants, including zinc, plastic, or perfluoroalkyl and polyfluoroalkyl substances (PFAS). If enacted, SB 414 would prohibit local jurisdictions or special districts from issuing a rebate, voucher, or other financial incentive for the use of artificial turf and synthetic grass that contains contaminants or PFAS.

Current Regulations.

The City currently does not regulate the design, installation, or use of artificial turf and synthetic grass. Thus, artificial turf and synthetic grass can be installed as long as a residential front yard has 50 percent live landscaping as required under SFCC Section 106-967(4). The State Model Water Efficiency Ordinance (23 CA ADC § 492.6) considers artificial turf as hardscape, as it does not require irrigation and does not allow for groundwater infiltration. However, some municipalities treat artificial turf as live landscape. Many agencies promote artificial turf and synthetic grass as a viable option to reduce the amount of water spent on irrigation.

As previously mentioned, State law prohibits local jurisdictions from enforcing any regulation permanently prohibiting the installation of artificial turf and synthetic grass on residential property; this includes any regulation that would significantly increase the cost of installation of such materials (Gov. Code Section 53087.7.). However, cities may impose reasonable restrictions on the type of artificial turf and synthetic grass that may be installed and the manner in which it is installed.

Proposed Temporary Moratorium.

In the absence of regulations for artificial turf and synthetic grass, the City desires to ensure its residents are adequately protected from the potential health and safety impacts that unregulated artificial turf and synthetic grass pose to the City. Based on the findings above, the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City. Therefore, a temporary moratorium on the installation of artificial turf and synthetic grass that apply to all land-use zones in the City is needed to provide staff with necessary time to research and prepare recommendations that will be compliance with State law.

An Urgency Ordinance imposing a temporary moratorium on the installation of artificial turf and synthetic grass is included as Attachment "A." If adopted, the Urgency Ordinance is effective immediately for an initial period of 45 days. Pursuant to Government Code Section 65858, the City Council may extend the temporary moratorium for up to 10 months and 15 days with filing of a written report 10 days prior to the expiration of the temporary moratorium.

Planning and Preservation Commission Review.

The proposed temporary moratorium on the installation of artificial turf and synthetic grass was presented to the Planning and Preservation Commission for feedback on March 13, 2023. A notice was published in the *San Fernando Valley Sun* newspaper on March 2, 2023 to inform the

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community of the proposed temporary moratorium to be discussed at the Commission meeting. During the Commission meeting, no public comment was received.

The Commission expressed a few concerns about existing use of artificial turf and synthetic grass as follows:

- Number of residential properties with artificial turf.
- Number of schools and day care facilities using artificial turf.
- Leakage from artificial turf contaminating ground water.
- What happens with used artificial turf after it gets to a landfill as “forever plastic.”

Overall, the Commission was supportive of the proposed temporary moratorium and Commissioners expressed a strong desire to prioritize health and safety. The Commission also suggested a comprehensive public outreach program to promote the matter such as educational materials on the City’s website, handouts, workshops, and advocacy efforts.

Environmental Review.

The adoption of this Urgency 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 mandates for water restriction would not pose a negative effect on the environment.

BUDGET IMPACT:

Preparation of zoning related ordinances and legislative advocacy programs are included in the annual work program for the Community Development Department and City Manager’s Office, respectively. Therefore, funding for both efforts is included in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

Staff recommends that the City Council conduct a public hearing and pending public testimony, adopt Urgency Ordinance No. U-1715 making findings for adopting a temporary moratorium on the installation of artificial turf and synthetic grass.

ATTACHMENT:

A. Urgency Ordinance No. U-1715

URGENCY ORDINANCE NO. U-1715

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, TO ENACT A TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS PENDING THE STUDY AND DEVELOPMENT OF REASONABLE REGULATIONS

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, in October 2015, Assembly Bill (AB) 1164 was enacted prohibiting local jurisdictions from enacting or enforcing any regulations that prohibit the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property; and

WHEREAS, Government Code section 53087.7 codifies AB 1164 and grants the City the authority to enact reasonable restrictions on the type of artificial turf and synthetic grass that may be installed on residential property, and the design of its installation; and

WHEREAS, the State of California has been experiencing historic drought conditions, which has led to various water conservation measures at the State and local level; and

WHEREAS, on July 8, 2021 and October 19, 2021, Governor Gavin Newsom declared a drought emergency in the State of California, requesting a voluntary 15 percent water usage reduction for counties from their 2020 levels; and

WHEREAS, on November 15, 2021, the City Council adopted Resolution No. 8105 declaring a multi-year drought emergency and implementing voluntary water conservation measures of 10 percent; and

WHEREAS, on April 26, 2022, the Metropolitan Water Board of Southern California declared a Water Shortage Emergency for the State Water Project dependent areas and executed an Emergency Water Conservation Program requiring member agencies to immediately cut water use by implementing one-day-a-week watering restrictions; and

WHEREAS, on May 25, 2022, the State Water Resources Control Board adopted new regulations that require all urban water suppliers to consult their Water Shortage Contingency Plan (WSCP) and implement Level 2 mandatory water conservation measures; and

WHEREAS, on June 6, 2022, the City adopted Water Shortage Contingency Plan (WSCP) Level 2 measures requiring mandatory 20 percent reduction in water consumption to comply with the State mandate; and

WHEREAS, effective October 16, 2022, the City restricted sprinkler irrigation use to one day a week; and

WHEREAS, the drought conditions and related watering restrictions has led to greater interest by residents of the City of San Fernando to consider replacing live turf or other live landscaping with artificial turf and synthetic grass; and

WHEREAS, the City currently does not regulate the design, installation or use of artificial turf and synthetic grass within the City; and

WHEREAS, numerous studies indicate that artificial turf and synthetic grass can have negative effect on the environment and pose certain health hazards such as creating “heat islands”, decreasing biodiversity, creating impenetrable barriers for ground water, releasing toxic chemicals, including those that are known to cause cancer, and creating burden on local landfills as non-biodegradable material; and

WHEREAS, in light of the studies above and the lack of clearly articulated regulations in the San Fernando City Code (SFCC), the City Council finds that the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City; and

WHEREAS, to ensure its residents are adequately protected from the health and safety impacts of unregulated installation of artificial turf and synthetic grass and to allow time for the City to consider, study, and enact appropriate regulations related to the installation of artificial turf and synthetic grass, it is necessary to temporarily prohibit the installation of artificial turf and synthetic grass in the City, to avoid conflict with the anticipated landscaping regulations, all of which shall be accomplished within a reasonable time; and

WHEREAS, Government Code section 65858 authorizes the City Council to adopt an interim urgency ordinance by a four-fifths vote for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal, that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of March 13, 2023, discussed the proposed temporary moratorium on the installation of artificial turf and synthetic grass and was supportive of the proposed temporary moratorium.

WHEREAS, on March 23, 2022, the City Clerk published a notice of a public hearing to be held on April 3, 2023, for the City Council to consider and approve a proposed Urgency Ordinance (U-1715) to establish a temporary moratorium on the installation of artificial turf and synthetic grass in the *San Fernando Sun* as required by Government Code Section 65858(a); and

WHEREAS, on April 3, 2023, the City Council conducted a duly noticed public hearing on this Urgency 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 written staff reports, and any testimony provided at the public hearing; and

WHEREAS, all legal prerequisites to the adoption of this Urgency Ordinance have been met.

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

SECTION 1. Urgency Findings

- A. The Recitals above are true and correct.
- B. All of the findings cited in Urgency Ordinance No. 1715 concerning the existence of an immediate concern to the City's local planning and land use regulations.
- C. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby finds and declares: (i) that the findings and determinations above are true and correct; (ii) that there exists a current and immediate threat to the public health, safety, and welfare requiring this Urgency Ordinance; and (iii) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

SECTION 2. Moratorium.

During the term of this Urgency Ordinance, including any extensions hereto, no artificial turf or synthetic grass shall be installed within the City of San Fernando. This temporary moratorium shall apply citywide to all properties within City limits.

SECTION 3. CEQA Finding.

The City Council hereby finds that this Urgency 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 the Urgency Ordinance establishing a temporary moratorium on the installation of artificial turf or synthetic grass will not pose a significant effect on the environment.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Urgency 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 Urgency Ordinance. The City Council hereby declares that it would have passed this Urgency Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Urgency Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. Authority, Effective Date and Term of Ordinance

This Urgency Ordinance is enacted in accordance with the authority granted by Government Code Section 65858, and shall take effect immediately upon adoption by a vote of at least four-fifths of the City Council. This Urgency Ordinance shall be in full force and effect for a period of forty-five (45) days from the date of adoption, unless extended prior to its expiration by the further action of City Council as provided in Government Code Section 65858.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3rd day of April 2023.

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Urgency Ordinance No. U-1715 was adopted at a regular meeting of the City Council of the City of San Fernando, California held on the 3rd day of April, 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 April 2023.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Joel Fajardo

Date: April 3, 2023

Subject: Consideration and Discussion Regarding 2023-2024 City Council Priorities

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") regarding 2023-2024 City Council Priorities.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the April 3, 2023 City Council Meeting.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENT:

A. Request to Agendize an Item for City Council Discussion/Consideration

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

Joel Fajardo

TITLE

Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

2023 - 2024 Priorities

PRIORITIES

Is this included in the current FY priorities?☒ Yes ☐ No

BUDGET

Is this a budgeted item?☒ Yes ☐ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.☒ Yes ☐ No \$ TBDBACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Attached is a list of some of the items I would like the City Council to prioritize for the 2023 - 2024 fiscal year.

ATTACHMENTS *Do you have any attachments to include?*☒ Yes ☐ NoRECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council receive and file this agenda item.

Priorities

1. City Improvements/Beautification

- a. Receive an updated list of planned City improvements
 - (1) Include weed abatement on sidewalks as part of improvements
- b. Have a timeline for improvements
- c. Discuss use of overtime for improvements
- d. Outreach for improvements to 8th Street Park and other parks
 - (1) My 2022 video on Las Palmas: <http://tiny.cc/u9b5vz>

2. Infrastructure

- a. Updated pavement report, including past, present and future anticipated costs
- b. Discussion of “pothole busters” program, or alternate program to fill in recurring potholes
- c. Discussion of funds to fix purported yearly flooding around 1418 Pico Street, and other areas where water collects in excess
- d. Discussion of sidewalk improvements
 - (1) Do we have a list of sidewalks that need repairs?
 - (2) What is the cost to repair a section of sidewalk?
 - (3) When addressing a sidewalk trip hazard, how does the City decide where to repour cement versus using a small amount of asphalt to mitigate a trip hazard? Who handles the repairs?
 - (4) If a tree elevates or cracks the sidewalk, and we fix the sidewalk, how do we ensure that the tree doesn’t cause future damage?
- e. Collaboration with City of LA on sidewalk on north side of Fox Street
- f. Consideration of a reserve study to prepare for future repairs at City facilities
- g. Discussion of improvements to Glenoaks Boulevard, including community feedback and safety concerns

3. Trees

- a. Discussion of increasing funds for trees in the budget
- b. Discussion of improving access to trees to all residents in the City
- c. Discussion of planting new trees where dying trees have been removed
- d. Understanding the process of how we decide which areas to prioritize for trees in the City
- e. Discussion of a Tree Master Plan
- f. Discussion of identifying dying trees, and removing the tree stump at the same time a tree is removed

4. Trash

- a. Discussion of City efforts to monitor trash in alleys
- b. Discussion of Athens Services
 - (1) Is trash being picked up from all dead end streets?
 - (2) Are their vehicles the most up-to-date?
 - (3) What kind of community feedback do we solicit or staff oversight do we have regarding their work?
- c. Implement procedure for the City to clean debris following a car accident
 - (1) This is not handled by Athens, and is therefore left unattended
- d. Discussion of Republic Services
 - (1) How are they handling illegal dumping of bulky items?
 - (2) Does the City provide letters to property owners about being responsible for the trash bill?
 - (3) What kind of community feedback do we solicit or staff oversight do we have regarding their work?
 - (4) Discuss rollout of composting program

5. Equipment

- a. Discussion of the City's policies regarding the purchase of equipment, including outreach to smaller vendors
- b. Discussion of the City's purchase of a \$2.5M HVAC unit, including a breakdown of the costs
- c. Discussion of the City's purchase of radio equipment, including:
 - (1) The reason for the purchase,
 - (2) Feedback from our bargaining units regarding the necessity and usefulness of the equipment, and
 - (3) Any personal relationships that might have influenced the selection of the vendor

6. San Fernando Police Department

- a. Follow-up to January 30th meeting
- b. Clarification of any relevant topics from said meeting
- c. Updates on efforts to improve morale within the police department
- d. Clarification on the City's practice of how it handles sexual harassment complaints
- e. Plan and metrics for improving patrolling around the City
- f. Developing a consensus on what constitutes "proactive policing"

7. Misc: Sound Ordinance, Improvements to Maclay Post Office Parking and Mail Drop-Off Location , LA County Styrofoam Prohibition